MICROSOFT RESEARCH LICENSE TERMS

These license terms ("MSR-LA") are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software or data ("software") they accompany, which includes the media on which you received it, if any. The terms also apply to any Microsoft:

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software you accept these terms. If you do not accept them, do not use the software. If you comply with these license terms, you have the rights below.

SCOPE OF RIGHTS.

- **License Grant.** You may use, modify, and creative derivative works of the software for any non-commercial purposes, subject to the restrictions in this MSR-LA. Examples of non-commercial uses are teaching, academic research, public demonstrations and personal experimentation.
- Distribution Restrictions. You may not:
 - distribute the software or derivative works in any form;
 - alter any copyright, trademark or patent notice in the software; or
 - use Microsoft's trademarks in your programs' names or in a way that suggests your derivative works or modifications come from or are endorsed by Microsoft.
- **Publication.** You may publish (or present papers or articles) on your results from using the software, provided that no software source code or object code or documentation is included in any such publication or presentation. Prior to publishing any publication describing your research with the software, you must submit the publication to Microsoft for review and approval.
- **Third Party Programs.** The software may include third party programs that Microsoft, not the third party, licenses to you under this MSR-LA. Notices, if any, for the third party program are included for your information only.

In return, we simply require that you agree:

That Microsoft is granted back, without any restrictions or limitations, a non-exclusive, perpetual, irrevocable, royalty-free, assignable and sub-licensable license, to reproduce, publicly perform or display, install, use, modify, post, distribute, make and have made, sell and transfer your modifications to and/or derivative works of the Software source code or data, for any purpose.

TERM; TERMINATION. The term of this MSR-LA will commence upon your acceptance of these license terms and will continue indefinitely unless terminated as provided herein. If you breach this MSR-LA or if you sue anyone over patents that you think may apply to or read on the software or anyone's use of the software, this

MSR-LA (and your license and rights obtained herein) terminate automatically. If this MSR-LA is terminated, you must cease using and distributing any derivative works or modifications of the Software. Any sections that are intended to survive termination of this agreement shall survive.

FEEDBACK. That any feedback about the Software provided by you to us is voluntarily given, and Microsoft shall be free to use the feedback as it sees fit without obligation or restriction of any kind, even if the feedback is designated by you as confidential.

SCOPE OF LICENSE. The software is licensed, not sold. This MSR-LA only gives you some rights to use the software. Microsoft reserves all other rights. The patent rights, if any, granted to you in this MSR-LA only apply to the Software, not to any derivative works you make. In using the Software, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this MSR-LA or allowed by applicable law, despite
 this limitation;
- rent, lease or lend the software;
- transfer the software or this MSR-LA to any third party; or
- use the software for commercial software hosting services.

EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see **www.microsoft.com/exporting**.

ENTIRE AGREEMENT. This MSR-LA, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the state of Washington, without reference to its choice of law principles to the contrary. Each party hereby consents to the jurisdiction and venue of the state and federal courts located in King County, Washington, with regard to any suit or claim arising under or by reason of this Agreement.

DISCLAIMER OF WARRANTY. The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights or statutory guarantees under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

NEITHER MICROSOFT NOR ANY CONTRIBUTOR TO THE SOFTWARE WILL BE LIABLE FOR ANY DAMAGES RELATED TO THE SOFTWARE OR THIS MSR-LA, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, TO THE MAXIMUM EXTENT THE LAW PERMITS, NO MATTER WHAT LEGAL THEORY IT IS BASED ON.