

MICROSOFT RESEARCH OPEN DATA LICENSE TERMS

These license terms are an agreement between you and Microsoft Corporation (or one of its affiliates). They apply to the dataset and any content (including code) or documentation (collectively, "dataset") that accompany this agreement. IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW. BY USING THE DATASET, YOU ACCEPT THESE TERMS.

- 1. INSTALLATION AND USE RIGHTS.** Subject to the terms of this agreement, you have the right to use, copy, modify, and create derivative works of the dataset:
 - a. for non-commercial, non-revenue generating, research purposes. Examples of non-commercial uses are teaching, academic research, public demonstrations and personal experimentation;
 - b. for analyzing and testing purposes; and
 - c. to publish (or present papers or articles) on your results from using such dataset, provided that no material portion of the dataset is included in any such publication or presentation.
- 2. SCOPE OF LICENSE.** The dataset is licensed, not sold. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you will not (and have no right to):
 - a. provide the dataset as a stand-alone hosted solution for others to use, or transfer the dataset or this agreement to any third party;
 - b. work around any technical limitations in the dataset that only allow you to use it in certain ways;
 - c. remove, minimize, block, or modify any notices of Microsoft or its suppliers in the dataset; or
 - d. use the dataset in any way that is against the law.
- 3. DISTRIBUTION RESTRICTIONS.** You may not: (a) distribute the dataset; (b) alter any copyright, trademark or patent notice in the dataset; (c) use Microsoft's trademarks in a way that suggests your derivative works or modifications come from or are endorsed by Microsoft; (d) include the dataset in any malicious, deceptive or unlawful programs or materials.
- 4. FEEDBACK.** If you give feedback about the dataset to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You will not give feedback that is subject to a license that requires Microsoft to license the dataset or documentation to third parties because Microsoft includes your feedback in them. These rights survive this agreement.
- 5. EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the dataset, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit (aka.ms/exporting).
- 6. SUPPORT SERVICES.** Microsoft is not obligated under this agreement to provide any support services for the dataset. Any support provided is "as is", "with all faults", and without warranty of any kind.
- 7. ENTIRE AGREEMENT.** This agreement, and any other terms Microsoft may provide for supplements, updates, or third-party applications, is the entire agreement for the dataset.
- 8. APPLICABLE LAW.** If you acquired the dataset in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of this agreement, claims for its breach, and all other claims. If you acquired the dataset in any other country, its laws apply. If U.S. federal jurisdiction exists, you and Microsoft consent to exclusive jurisdiction and venue in the federal court in King County, Washington for all disputes heard in court. If not, you and Microsoft consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington for all disputes heard in court.
- 9. CONSUMER RIGHTS; REGIONAL VARIATIONS.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state, province, or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the dataset. This agreement does not change those other rights if the laws of your state, province, or country do not permit it to do so. For example, if you acquired the dataset in one of the below regions, or mandatory country law applies, then the following provisions apply to you:
 - a. **Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.
 - b. **Canada.** If you acquired this dataset in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the dataset will resume checking for and installing updates), or uninstalling the dataset. The product documentation, if any, may also specify how to turn off updates for your specific device.

c. Germany and Austria.

- i. **Warranty.** The properly licensed dataset will perform substantially as described in any Microsoft materials that accompany the dataset. However, Microsoft gives no contractual guarantee in relation to the licensed dataset.
- ii. **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause (ii), Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.

10. DISCLAIMER OF WARRANTY. THE DATASET IS LICENSED "AS IS." YOU BEAR THE RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, MICROSOFT EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11. LIMITATION ON AND EXCLUSION OF DAMAGES. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to (a) anything related to the dataset, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; or any other claim; in each case to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your state, province, or country may not allow the exclusion or limitation of incidental, consequential, or other damages.