Microsoft Research Data License Agreement

**for**

**OPTICAL DATA**

This Microsoft Research Data License Agreement (“Agreement”) is a legal agreement between you and Microsoft Corporation (or based on where you live, one of its affiliates). Please read them. They apply to the Microsoft Research dataset named above, which may include any associated materials, text or speech files, associated media and “online” or electronic documentation and any updates we provide in our discretion (together, the “Dataset”). The terms also apply to any Microsoft (i) updates, (ii) supplements, (iii) internet-based services, and (iv) support services for this Dataset, unless other terms accompany those items. If so, those terms apply.

By agreeing to this Agreement and/or by using the Dataset, you accept these terms. If you do not accept them, do not use the Dataset. If you comply with these terms, you have the rights below.

# SCOPE OF RIGHTS.

## You may only use the Dataset:

#### for non-commercial or research purposes only. Examples of non-commercial uses are teaching, academic research, public demonstrations and personal experimentation;

#### for analyzing and testing purposes; and

#### 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.

# DISTRIBUTION RESTRICTIONS. You may not: (a) modify or 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; or (d) include the Dataset in malicious, deceptive or unlawful programs.

# OWNERSHIP. Microsoft retains all right, title, and interest in and to any Dataset provided to you under this Agreement. You acquire no interest in the Dataset you may receive under the terms of this Agreement.

# License to Microsoft. 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, use, modify, post, distribute, make and have made, sell and transfer your modifications to and/or derivative works of the Dataset, for any purpose.

# 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 also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft dataset or service that includes the feedback. You will not give feedback that is subject to a license that requires Microsoft to license its Dataset or documentation to third parties because we include your feedback in them. These rights survive this Agreement.

# CONFIDENTIALITY. The Dataset is confidential and proprietary to Microsoft and its suppliers.

## Use. For five (5) years after accessing or using the Dataset, you may not disclose confidential information to third parties. You may disclose confidential information only to your employees and consultants who need to know the information. You must have written agreements with them that protect the confidential information at least as much as this Agreement.

## Survival. Your duty to protect confidential information survives this Agreement.

## Exclusions. You may disclose confidential information in response to a judicial or governmental order. You must first give written notice to Microsoft to allow it to seek a protective order or otherwise protect the information. Confidential information does not include information that: (i) becomes publicly known through no wrongful act; (ii) you received from a third party who did not breach confidentiality obligations to Microsoft or its suppliers; or (iii) you developed independently.

# PROTECTION OF PERSONAL INFORMATION.

## The Dataset may include Personal Information. “Personal Information” or “PII” means any information provided by Microsoft or that you receive under the terms of this Agreement: (i) that identifies or can be used to identify, contact, or locate the person to whom such information pertains; or (ii) from which identification or contact information of a person can be derived. PII includes, but is not limited to: name, address, phone number, fax number, e-mail address, social security number or other government-issued identifier, medical profile, persistent unique identifier, and credit card information. To the extent any other information (such as a personal profile, unique identifier, biometric information, or IP address) is associated or combined with PII, that information is also PII.

## You may incidentally access PII within the Dataset while using the Dataset. You will not use such PII for any purpose. You must destroy the PII with the Dataset as required under this Agreement. You will not use PII to contact any person. You will keep PII in strict confidence. You will not share any PII that is collected or in your possession with any third party for any reason.

## You will take reasonable steps to protect PII in your possession from unauthorized use, access, disclosure, alteration or destruction. Security measures will include access controls, encryption or other means, where appropriate.

# TERM; TERMINATION The term of this Agreement will commence upon your acceptance of this Agreement and will continue for a period of two (2) years unless terminated earlier as provided herein. If you breach this Agreement or if you sue anyone over patents that you think may apply to or read on the dataset or anyone's use of the dataset, this Agreement (and your license and rights obtained herein) terminate automatically. If this agreement is terminated, you must return or destroy all full or partial copies of the Dataset in your possession immediately. Any sections that are intended to survive termination of this Agreement shall survive.

# EXPORT RESTRICTIONS. The Dataset 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 Dataset. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

# ENTIRE AGREEMENT. This Agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the Dataset.

# SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

# 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.

# LEGAL EFFECT. This Agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the Dataset. This Agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

# NO ASSIGNMENT. You may not assign this Agreement or any rights or obligations hereunder, except with Microsoft’s express written consent. Any attempted assignment in violation of this section will be void.

# DISCLAIMER OF WARRANTY. The Dataset 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.