

**COMPRESSION.RU TEAM LICENSE AGREEMENT FOR
MSU VIDEO QUALITY MEASUREMENT TOOL (MSU VQMT) PRO/PREMIUM VERSION**

This Software End User License Agreement ("EULA") is a legal agreement between you and COMPRESSION.RU Team ("TEAM"). The use of the software named above ("SOFTWARE") constitutes your acceptance of these terms. Read this EULA carefully before the installation process and using the SOFTWARE. By installing, copying, or otherwise using the SOFTWARE product, you agree to be bound by the terms of this EULA.

1a. LICENSE GRANT (FOR PRO VERSION). TEAM grants you a world-wide, perpetual, non-transferable license to use one copy of the version of this SOFTWARE on a single computer under one Microsoft Windows and one Linux operating system. "You" means the company, entity or individual whose funds are used to pay the license fee. "Use" means storing, loading, installing, executing or displaying the SOFTWARE, and using any video and image quality measurement results obtained using it. You may not modify the SOFTWARE or disable any licensing or control features of the SOFTWARE except as an intended part of the SOFTWARE programming features. This license is not transferable to any other system, or to another organization or individual.

1b. LICENSE GRANT (FOR PREMIUM VERSION). TEAM grants you a world-wide, perpetual, non-transferable license to use one copy of the version of this SOFTWARE on any number of computers, virtual machines belonging to you. "You" means the company, entity or individual whose funds are used to pay the license fee. "Use" means storing, loading, installing, executing or displaying the SOFTWARE, and using any video and image quality measurement results obtained using it. You may not modify the SOFTWARE or disable any licensing or control features of the SOFTWARE except as an intended part of the SOFTWARE programming features. This license is not transferable to another organization or individual.

2. ADDITIONAL LICENSING REQUIREMENTS AND PROVISIONS

2.1. User Testing. Your end-users may access the SOFTWARE to perform acceptance tests on your programs.

2.2. Code Use. The SOFTWARE contains source codes that you are permitted to use and/or distribute in programs you develop if you comply with the terms below.

2.3. Code Use Requirements. For any SOFTWARE code you use and/or distribute, you must

- add significant primary functionality to it in your programs;
- make proper reference to and insert copyright of TEAM;
- indemnify, defend, and hold harmless TEAM from any claims, including attorneys' fees, related to the distribution or use of your programs.

2.4. Reference. If you include some video or image quality measurement results obtained using the SOFTWARE in your publication (including, but not limited to, a journal article, a proceedings paper, a workshop lecture) you are obliged to make a proper reference that the results were acquired using the SOFTWARE.

3. UPDATE AND UPGRADE POLICY

3.1. For the purpose of this EULA the "Update" shall mean a modification to the SOFTWARE that contains corrections of errors and minor enhancements, and "Upgrade" shall mean a modification to the SOFTWARE that provides additional features or performs additional functions not provided or performed by the TEAM originally delivered to you.

3.2a (FOR PRO VERSION). You may receive from TEAM the Updates to the SOFTWARE free of charge for the 1-year period from the receipt date.

3.2b (FOR PREMIUM VERSION). You may receive from TEAM the Updates to the SOFTWARE free of charge for 3-years (or another period, if mentioned in the offer) from the receipt date.

3.3. It is hereby stated that unless you purchase from TEAM the additional license you will not be entitled to receive Upgrades to the SOFTWARE after free of charge updates period expires, except for special releases for which update *conditions* are specifically specified.

3.4. The terms of this EULA apply to any Update, Upgrade or additional component added to the SOFTWARE originally installed by you. In case that these include a separate agreement, its terms will be in addition to the terms of this EULA, unless the separate agreement specifies that its terms prevail over the original terms.

4. OWNERSHIP. The SOFTWARE is owned and copyrighted by TEAM. Your license confers no title or ownership in the SOFTWARE and should not be construed as a sale of any right in the SOFTWARE.

5. COPYRIGHT. The SOFTWARE and all rights, without limitation including proprietary rights therein, are owned by TEAM and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold. You acknowledge that no title to the intellectual property in the SOFTWARE is transferred to you. You further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of TEAM and you will not acquire any rights to the SOFTWARE except as expressly set forth in this license.

6. REVERSE ENGINEERING. You agree that you will not attempt to reverse compile, modify, translate, or disassemble the SOFTWARE in whole or in part.

7. NO OTHER WARRANTIES. THE SOFTWARE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TEAM DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

8. SEVERABILITY. In the event of invalidity of any provision of this agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this agreement.

9. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL TEAM BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT

DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE SOFTWARE, EVEN IF TEAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. APPLICABLE LAW. This Agreement will be governed by the laws of the State of Washington, United States of America, applicable to agreements made and performed entirely within the State of Washington, without regard to conflict of laws principles.

11. GENERAL PROVISION. This is the entire agreement between you and TEAM, which supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this license. If any part of this agreement is found invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions or portions thereof will not be in any way affected or impaired thereby. This agreement shall automatically terminate upon failure by you to comply with its terms. TEAM, on its sole discretion, may modify this agreement in writing at any time.