

# Microsoft Research Software Radio Academic Kit License Agreement

These terms (this "Agreement") govern your use of the MSR Software Radio Academic Kit ("Kit") (i.e., a package made up of (i) the MSR Software Radio hardware unit ("Board"), (ii) the MSR Software Radio SDK Software("SDK"), (iii) certain sample codes, and (iv) certain third party redistributable binary codes ).

**By taking any of the following actions, you accept the license terms herein:** (a) you sign this Agreement, (b) you sign and return a letter acknowledging you have accepted the terms of this Agreement, (c) you (or someone you authorize to install it for you) break the seal on packaging of the medium carrying the Kit, or (d) you install, copy or otherwise use the Kit.

1. Subject to the terms of this Agreement, Microsoft may choose, at its sole discretion, either to provide you a Board as a gift free of charge or to authorize a designated supplier to make a Board for you at your own cost. You understand that the Board is a component of the Kit and may not be acquired separately.
2. With respect to the SDK, sample codes and the redistributable codes, Microsoft hereby grants you a non-exclusive, royalty-free and non-transferrable license to (a) use, access and run them on the Board for research and non-commercial purposes and (b) reproduce and make derivative works thereof for purposes of researching the feature and functionality of the Kit. The license granted hereunder does not apply if you acquire a board from a channel other than that provided in 1 above.
3. Microsoft reserves all rights not expressly granted to you in this Agreement. The SDK and the sample codes are licensed to you, not sold. And your use of the third party redistributable binary code is also subject to the terms accompanying such.
4. You may not reverse engineer, decompile, or disassemble the Kit, except as applicable law expressly permits despite this sentence. You will use and transport the Kit only in compliance with applicable law.
5. If you choose to provide Microsoft with any suggestion, comment, or feedback (including automated error and unit performance reporting, and any modification of the SDK) regarding the Kit, Microsoft will be free to use it for any and all purposes, without obligation of any kind.
6. MICROSOFT HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, PARTICULARLY INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU SHALL ASSERT NO CLAIMS REGARDING THE SUBJECT MATTER OF THE WARRANTIES DISCLAIMED HEREIN.
7. MICROSOFT MAKES NO WARRANTY OR REPRESENTATION AS TO THE PHYSICAL CONDITION OF KIT AND IS CONVEYING SUCH TO YOU "AS IS" AND WITH ALL FAULTS. YOU ASSUME ALL RESPONSIBILITY FOR COSTS ASSOCIATED WITH THE KIT (INCLUDING OPERATING COSTS, REPAIR, MAINTENANCE, REPLACEMENT AND DISPOSAL) AFTER MICROSOFT'S DELIVERY. IN NO EVENT SHALL MICROSOFT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THE KIT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
8. You may not assign this Agreement, or any rights or obligations hereunder, whether by operation of contract, law or otherwise, except with the express written consent of Microsoft, which shall not be unreasonably withheld, and any attempted assignment by you in violation of this section shall be void.
9. The Kit may be subject to U.S. export jurisdiction at the time it is licensed to you, and it may be subject to additional export or import laws in other places. You agree to comply with all such laws and regulations that may apply to the Kit after delivery of the software to you. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting)
10. This Agreement (including any exhibits) is the entire agreement between the parties regarding its subject matter. It replaces all prior agreements, communications and representations between the parties regarding its subject matter.
11. The laws of the State of Washington govern this Agreement, excluding conflict of laws provisions. Each party irrevocably consents to the exclusive jurisdiction and venue of the federal courts sitting in Seattle, Washington or of the Superior Court of King County, Washington, if no federal subject matter jurisdiction exists. You waive all defenses of lack of personal jurisdiction and *forum non-conveniens*.

SCHOOL \_\_\_\_\_ DEPT/LAB \_\_\_\_\_

ADDRESS \_\_\_\_\_

I acknowledge that (i) I have the authority to sign this agreement on behalf of my institution, (ii) by signing this agreement, we agree to be bound by the terms herein, and (iii) my contact information will be provided to the supplier of the hardware component of the Kit.

X \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_ E-mail or Phone# \_\_\_\_\_

INSTRUCTION:

- Please have the above form signed by an authorized person (e.g., Lab Director).
- Return the signed form by fax to +8610-88097306 (c/o Qiufeng Yin), or e-mail scanned copy to [soraord@microsoft.com](mailto:soraord@microsoft.com).
- Add any additional information, like the number of kits you need.