

Microsoft Research Early Access Program Agreement

This Microsoft Research Early Access Program Agreement (“**Agreement**”) is an agreement between the organization receiving access to the early-stage research technology described herein (such party, “**you**” or “**Organization**”) and Microsoft Corporation (“**Microsoft**”). This Agreement applies to certain research materials made available by Microsoft, at no charge, in connection with **Project Gecko**, a Microsoft Research initiative encompassing a suite of research capabilities, including open-source software, models, benchmarks, documentation, and limited non-public research materials (collectively, the “**Research Materials**”). The individual who accepts this Agreement represents that they are authorized to enter into this Agreement on behalf of Organization. IF YOU COMPLY WITH THE TERMS IN THIS AGREEMENT, YOU HAVE THE RIGHTS BELOW. BY USING OR ACCESSING THE RESEARCH MATERIALS, YOU ACCEPT THIS AGREEMENT AND AGREE TO COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE RESEARCH MATERIALS.

1. Research and Evaluation Access Requirements.

- a. **Access.** Microsoft will provide Organization with access to its Research Materials under the terms of the license in **Section 2 (the “Research Materials License”)** for the purposes of evaluating the Research Materials and providing Feedback to Microsoft. “**Research Materials**” means For purposes of this Agreement, “Research Materials” means research capabilities developed under Project Gecko, consisting of (i) Open Materials: Publicly available software, models, benchmarks, documentation, and playbooks released by Microsoft under applicable open source or public licenses, including but not limited to: The MMCTAgent open source framework; Paza speech and language models and benchmarks (e.g., PazaBench); Public research playbooks, documentation, and evaluation guidance. (ii) Non-public Research Materials: Limited, unpublished, or early access research materials that Microsoft may make available to Organization in connection with the collaboration and/or deployment, which may include experimental features, unpublished evaluation tools, draft documentation, or other materials expressly designated by Microsoft as non-public or confidential. (iii) Open Materials are governed solely by their applicable open source or public licenses.
- b. **Security of Research Materials.** The Non-Public Research Materials are Confidential Information of Microsoft. Organization will maintain Non-Public Research Materials in a secure, access-controlled environment, using appropriate technical, administrative, and procedural safeguards to prevent unauthorized access or disclosure. Organization may provide access only to its employees or contractors who are bound by written confidentiality obligations and who have a legitimate need to know. For clarity, this Section does not apply to Open Materials that are publicly available or open-sourced.
- c. **Feedback.** The Parties agree that Feedback may be used for any purpose without obligation of any kind. If you give suggestions, comments or other feedback to Microsoft concerning the Research Materials or any of Microsoft’s products, services, or research (“**Feedback**”), 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 its software or documentation to third parties because Microsoft includes your Feedback in them. Feedback will not create any confidentiality obligations. These rights survive expiration or termination of this Agreement.
- d. **Experimental Technology; Not For Use with Sensitive Data.** The Research Materials are experimental technology. They may not operate correctly or at all. Microsoft makes no guarantees that the Research Materials will be made into a commercially available product. Organization should not use, and the Research Materials are not intended for use with, any personal data or other sensitive data or in any application that could pose a risk of human injury or environmental harm. Organization will exercise its sole discretion in determining whether to use Research Materials and is responsible for all controls, quality assurance, legal, regulatory or standards compliance, and other practices associated with its use of Research Materials.
- e. **No Support.** Microsoft does not provide support for the Research Materials through any existing Microsoft customer support system or agreement. However, Microsoft may provide you with access to limited scope,

no-cost technical human resources to enable your use and evaluation of the Research Materials. Any such resources are made available, if at all, at Microsoft's convenience and are entirely "AS IS" and without any warranty or commitment of any kind.

2. **Ownership and Licenses.**

- a. Ownership.** Microsoft owns all right, title, and interest (including all intellectual property rights) in and to the Research Materials, along with any data collected, generated or derived by Microsoft about the Research Materials or their functionality during the course of your evaluation, for example, performance or benchmarking data. Microsoft disclaims any ownership of, responsibility for, or other rights in or to (i) the data that Organization provides, designates, selects, or inputs for use with the Research Materials, and (ii) any outputs generated from Organization's use of the Research Materials.
- b. Research Materials License.** Subject to Organization's compliance with the restrictions and conditions below, Microsoft grants Organization a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable license during the term of this Agreement to access and use the Research Materials solely for internal, non-revenue generating, research and evaluation purposes. Violation of these license terms may result in the immediate suspension or termination of Organization's access to and use of the Research Materials.
- c. Restrictions.** Organization may not:
- (i) Reverse engineer, decrypt, decompile or disassemble the Research Materials;
 - (ii) Work around any technical limitations in the Research Materials or restrictions in documentation for the Research Materials;
 - (iii) Redistribute, publish, open-source, sell, lend, lease, sublicense, or otherwise provide the Research Materials (including weights, checkpoints, or source code) to any third party;
 - (iv) Remove or alter proprietary notices;
 - (v) Use the Research Materials (or output generated therefrom) in violation of law or third-party rights;
 - (vi) Use the Research Materials in production, high-risk, or safety-critical uses without Microsoft's prior written consent;
 - (vii) Benchmark for public disclosure or make claims of comparative performance without Microsoft's prior written consent;
 - (viii) Attempt to extract or infer underlying training data or trade secrets from the Research Materials;
 - (ix) Use the Research Materials to train or improve competing foundation models except as strictly necessary for internal comparative research; or
 - (x) Use the Research Materials in a way that could create, in Microsoft's sole judgment, an unreasonable risk of harm to individuals, organizations, or the public, including but not limited to safety, security, or privacy risks.
- d. Acceptable Use.** As a further condition, Organization will use the Research Materials in compliance with Microsoft's AI Code of Conduct (as applicable) available at: <https://learn.microsoft.com/en-us/legal/ai-code-of-conduct>.
- e. Reservation of Rights.** Each Party reserves all rights not expressly granted herein.

3. **Changes to the Research Materials.** MICROSOFT MAY CHANGE, UPDATE OR DISCONTINUE AVAILABILITY OF SOME OR ALL OF THE RESEARCH MATERIALS (INCLUDING ANY UPDATES) AT ANY TIME FOR ANY REASON WITH OR WITHOUT NOTICE.
4. **Publication; Publicity.** Either Party may publish on results of its research with the Research Materials, provided that no Confidential Information of the other party is disclosed in the publication, and provided that the publishing party submits the manuscript to the other party at least (7) days prior to submission for the other party's approval in writing. Microsoft may orally reference Organization's involvement in the development and evaluation of the Research Materials under this Agreement during speaking engagements, seminars and meetings. Organization will not issue any press releases or other publicity related to the work performed under this Agreement without prior written approval of Microsoft.
5. **Disclaimer of Warranties, Limitation of Liability and Indemnity.**
- a. **Disclaimer of Warranties.** MICROSOFT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO ORGANIZATION'S USE OF THE RESEARCH MATERIALS. USE OF THE RESEARCH MATERIALS, AND ANY MODEL OUTPUT DATA GENERATED THROUGH USE OF THE RESEARCH MATERIALS, IS AT ORGANIZATION'S RISK. MICROSOFT PROVIDES THE RESEARCH MATERIALS ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE" TO THE EXTENT PERMITTED UNDER LAW. MICROSOFT EXCLUDES ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. MICROSOFT DOES NOT GUARANTEE THAT THE RESEARCH MATERIALS WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS.
- b. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR BREACH OF OBLIGATIONS CONCERNING THE OTHER PARTY'S CONFIDENTIAL INFORMATION OR THE INDEMNITY PROVIDED IN SECTION 5.c., (I) EACH PARTY'S TOTAL, AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF \$5,000.00; AND (II) IN NO EVENT WILL EITHER PARTY (INCLUDING THEIR DIRECTORS, OFFICERS OR AFFILIATES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES.
- c. **Indemnification.** Organization will defend, hold harmless, and indemnify Microsoft from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, and reasonable attorney fees, to the extent resulting from, alleged to have resulted from, or in connection with, Organization's use of the Research Materials.
6. **Confidentiality.**
- a. **Definition.** In this Agreement, "Confidential Information" means the existence and terms of the Agreement, and all non-public information that is designated in writing or orally as being "confidential" or, which under the circumstances of disclosure would indicate to a reasonable person that it ought to be treated as confidential. Notwithstanding the foregoing, Confidential Information does not include information that (A) becomes publicly available without a breach of this Agreement, (B) the receiving party received lawfully from another source without a confidentiality obligation, (C) can be evidenced as being independently developed, or (D) is Feedback.
- b. **Obligations.** Unless this Agreement or applicable law requires a higher standard of care, the receiving party will:
- (i) Protect the disclosing party's Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable degree of care.
- (ii) Not use any Confidential Information for any purpose outside the scope of this Agreement.

(iii) Not disclose Confidential Information to any third party except as permitted by this Agreement or with the disclosing party's prior written consent.

- c. **Required Disclosure.** The receiving party may disclose Confidential Information if required to do so by law or court order, provided that it gives the disclosing party prompt written notice (to the extent legally permitted) and cooperates with the disclosing party in seeking a protective order or other appropriate remedy.
- d. **Return or Destruction.** Upon termination of this Agreement or upon the disclosing party's request, the receiving party will promptly return or destroy all Confidential Information and certify such destruction in writing, except as required to comply with applicable law or internal record-keeping policies.

7. **Term and Termination.** This Agreement terminates 12 months after the date on which Organization first accepts this Agreement, unless earlier terminated. Microsoft may suspend or immediately terminate this Agreement, any rights granted herein, and/or Organization's license to the Research Materials, in its sole discretion at any time, for any reason, upon notice to Organization. Organization may terminate this Agreement at any time by providing written notification to Microsoft and ceasing Organization's access to the Research Materials.

8. **General Terms.**

- a. **Independent Contractors.** The Parties are independent contractors and neither Party shall be deemed to be an agent or employee of the other Party.
- b. **Assignment.** This Agreement and all rights and obligations hereunder shall not be assigned, whether through merger or consolidation, by operation of law or otherwise, without the prior written consent of the other Party, and any attempt to assign without such consent shall be void.
- c. **Injunction.** The Research Materials constitute valuable Licensor intellectual property, and breach of Section 1.b., 2, 4, or 6 will irreparably harm Microsoft and give it the right (in addition to any other rights or remedies it may have at law or in equity) to seek injunctive or other equitable relief, without bond.
- d. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both Parties. A failure by one of the Parties to assert its rights hereunder shall not be deemed a waiver of such rights.
- e. **Export Restrictions.** You must comply with all domestic and international export laws and regulations that apply to the Research Materials, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit (aka.ms/exporting).
- f. **Survival.** Sections of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive such termination or expiration.
- g. **Severability.** If any provision of this Agreement is or becomes invalid, is ruled invalid by any court of competent jurisdiction, or is deemed unenforceable, the remainder of this Agreement shall remain in full force and effect. Only the rights directly impacted by the invalid provision will be affected, and all other rights and obligations under this Agreement will continue unchanged.
- h. **Jurisdiction and Governing Law.** The laws of the State of Washington govern this Agreement. The Parties agree to jurisdiction and venue in the federal and state courts located in King County, Washington.

[End of Agreement]