This Software End User License Agreement ("EULA") is a legal agreement between you and Faculty of Computational Mathematics and Cybernetics of Moscow State University ("FACULTY"). 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.

1. LICENSE GRANT. FACULTY grants you a world-wide, perpetual, non-transferable license to use one copy of the version of this SOFTWARE on a single computer. "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.

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 FACULTY;
- indemnify, defend, and hold harmless FACULTY 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. UPGRADE. If this SOFTWARE is marked as an upgrade version, you may use it only if you have a license to use the software eligible for upgrade. If you upgrade, this SOFTWARE takes the place of the earlier version, and this agreement takes the place of the agreement for that earlier version.

4. OWNERSHIP. The SOFTWARE is owned and copyrighted by FACULTY. 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 FACULTY 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 FACULTY 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. FACULTY 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 FACULTY 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 FACULTY 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 FACULTY, 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. FACULTY, on its sole discretion, may modify this agreement in writing at any time.