

Consumer Digital Video Library (CDVL) Content User Click-Through Agreement

License Agreement for individuals or companies who use the video clips posted on the website

"Carefully read the following agreement. To use this website and any content posted or otherwise included thereon, you must accept and agree to be bound by this agreement by clicking the icon labeled, "I Accept" that is displayed below and you will be taken to a screen where you can create an account. If you do not agree to this license, click "Cancel."

Unless otherwise indicated by you at the time of acceptance, this agreement shall be considered legally binding on you as an individual."

Database Content User License:

NTIA/ITS hereby grants permission for you (or your organization) to use the Consumer Digital Video Library Website ("CDVL Web") and any video clips or other content posted thereon ("Website Content"), solely for internal research and development purposes to process and assess audio and/or video quality and to disseminate related results in technical publications and technology R&D events. You will not use, copy, reproduce, distribute, modify, prepare derivative works, transmit, broadcast, display, sell, license or otherwise exploit the Website Content for any other purpose whatsoever. You shall not distribute any Website Content to any third party. You agree to destroy any and all copies of Website Content, if any are made, upon conclusion of the relevant audio or video processing and/or testing.

NTIA/ITS reserves the right to withdraw permission to use any Website Content at anytime for any reason.

IN NO EVENT SHALL NTIA/ITS BE LIABLE TO ANY PART FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THE WEBSITE OR ANY VIDEO CLIP OR DOCUMENTATION POSTED OR OTHERWISE INCLUDED THEREON, EVEN IF NTIA/ITS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NTIA/ITS SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WEBSITE CONTENT, INCLUDING ANY VIDEO CLIPS POSTED OR OTHERWISE INCLUDED THEREON, IS PROVIDED HEREUNDER ON AN "AS-IS" BASIS FOR INTERNAL USES CONSISTENT WITH THE TERMS OF THIS AGREEMENT.

You agree to defend, indemnify and hold harmless NTIA/ITS and the U.S. Department of Commerce and their officers, employees and agents from and against any and all claims, damages, losses, liabilities, costs, and expense (including but not limited to reasonable attorneys' fees) arising from (1) your violation of any term of this Agreement; or, (2) your use of the

Website Content outside the scope of this Agreement. This defense and indemnification obligation will survive the expiration or termination of this Agreement.

You agree that the laws of the United States as interpreted and applied by the Federal courts in the District of Columbia shall apply to this Agreement, regardless of the conflict of laws provisions thereof, that this Agreement constitutes the entire understanding between you and NTIA/ITS with respect to the Website Content. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

You shall use reasonable efforts to acknowledge the CDVL and NTIA/ITS in any publication that is based upon the use of the CDVL Web.

You agree that this Agreement may be assigned by NTIA/ITS to any third party who assumes the management of the CDVL Web.