

Terms and Conditions of User License Breast Tumor Patient Models Repository v1.0

The Licensee and any person who copies, installs and/or otherwise uses the Breast Tumor Patient Models Repository v1.0 licensed (the "User") agrees to be bound by the following terms and conditions (the "Agreement"):

1. Software

The Breast Tumor Patient Models Repository v1.0 is distributed as a voxelized model in MAT, RAW and a CAD model in STL file (the "Model Data").

2. License

- 2.1 Erasmus University Medical Center, Doctor Molewaterplein 30, 3015 GB Rotterdam, The Netherlands (referred to below as "Erasmus MC") grants the Licensee a non-exclusive, non-transferable, free license to use the Model Data, provided that (i) the Licensee and/or User is an academic researcher and (ii) the Model Data will be used for scientific/academic purposes only, which means that use of the Model Data for commercial gain in any way is not permitted unless a commercial license is obtained from Erasmus MC.
- 2.2 The license will be granted for an unlimited period of time.
- 2.3 The following shall apply to the license:
 - 2.3.1 Any modified version of, or derivative work based on, the Model Data shall bear the notice that it is a modified version of, or derived from the Breast Tumor Patient Models Repository v1.0.
 - 2.3.2 The Model Data or works derived from the Model Data must not be distributed or redistributed in the original form or in any modified or updated form.
 - 2.3.3 When the Model Data is loaded, it must neither be read from the computer memory or graphics card memory nor be intercepted on the data bus.
 - 2.3.4 The Model Data shall not be used for military purposes, in particular for the development and optimization of potentially lethal weapons. Exceptions might be possible for protection of civilians and soldiers, e.g., from exposures to radar and/or communication equipment.
 - 2.3.5 In the event that data or results that have been obtained inter alia through use of the Model Data are published in communications of any kind, including but not limited to reports, papers, and oral or poster presentations, reference shall be made in the publication to Department of Radiotherapy, Erasmus University Medical Center, Rotterdam as the creators of the Model Data and to the following paper: Patient-derived breast model repository, a tool for hyperthermia treatment planning and applicator design. Androulakis, I., Sumser, K., Machielse, M.N., Koppert, L., Jager, A., Nout, R., Franckena, M., van Rhoon, G.C. and Curto, S., 2022. *International Journal of Hyperthermia*, 39(1), pp.1213-1221.
 - 2.3.6 This Agreement does not convey any title to intellectual property rights in the Model Data, nor shall the Licensee or any User attempt to obtain any such title to intellectual property rights in the Model Data.
 - 2.3.7 In the event that Erasmus MC is informed that the person, on whose personal data the Model Data is based has withdrawn the consent for any further use of the Model Data, Erasmus MC will inform the Licensee that any further use whatsoever of the Model Data is strictly forbidden.

3. Warranty

- 3.1 The Licensee and/or User are aware that no software runs completely error-free. Furthermore, the Licensee and/or User are responsible for the selection and the use of the Model Data as well as of the hardware and other software programs to be used together with the Model Data.
- 3.2 Erasmus MC makes no warranties whatsoever relating to the Model Data and its use and operation alone or in conjunction with any other software or for any purpose whatsoever. Erasmus MC disclaims in particular, but not exclusively, any warranties of accuracy, completeness, usefulness of the Model Data and any related documentation or for fitness of the Model Data for any particular purpose. Erasmus MC makes no representation that the use of the Model Data does not infringe any third party rights.

4. Liability

- 4.1 Any liability of Erasmus MC for damages caused by the use of the Model Data, in particular, but not limited to, indirect, consequential, and incidental damages, interruption of operations, loss of use, loss of profit, loss of data and information, loss of good will, shall be excluded to the maximum extent permissible by law.
- 4.2 The Licensee and/or User shall be fully liable to Erasmus MC for, and agrees to hold Erasmus MC harmless of any damage caused by any breach of this Agreement, in particular by any breach of clause 2.3.

5. Termination

This Agreement terminates with immediate effect if the Licensee and/or any User is in breach of the terms of this Agreement, in particular clause 2 above. Upon termination, Licensee shall return the Model Data to Erasmus MC and confirm in writing that all copies of the Model Data on any of its installations have been deleted.

6. Miscellaneous

- 6.1 Entire Agreement: This Agreement embodies the entire understanding between Erasmus MC and the Licensee and/or User with respect to the subject matter of this Agreement, and there are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, other than expressly set forth herein.
- 6.2 Without prejudice to any rights of Erasmus MC against any User, the Licensee shall be responsible and ensure that any User who in any manner uses the Model Data that have been licensed to the Licensee, complies with the Agreement.
- 6.3 Assignment: The Licensee and/or User shall not assign or transfer this Agreement as a whole or in part to any third party without the prior express and written consent of Erasmus MC.
- 6.4 Waivers: No waiver by Erasmus MC of any breach of the Agreement by the Licensee or User shall be considered as a waiver of any subsequent breach of the same or any other provision.

7. Governing Law and Jurisdiction

- 7.1 This Agreement as well as any dispute arising out of or in connection with this Agreement shall be subject to and interpreted in accordance with the laws of The Netherlands.
- 7.2 All disputes arising out of or in connection with this Agreement shall exclusively be governed by, and construed in all respects in accordance with the laws of the Netherlands without regard to any of its conflicts of laws rules. Any claims, controversies or disputes arising out of or in connection with this Agreement which cannot be settled amicably shall be subject to the exclusive jurisdiction of the competent court in Rotterdam, the Netherlands.