

Form of Agreement for the Virtual Population – Academic Use

Please send the following DVDs:

- Virtual Family** (Ella, Duke, Billie, Thelonious)
 Virtual Classroom (Louis, Eartha, Dizzy, Roberta)
 Glenn

Unless specified otherwise, the latest release of each ordered model will be provided. For more information about the latest available version of each model, please visit www.itis.ethz.ch/vip.

Please carefully fill in the form, print it, sign it, and send it back to virtualpopulation@itis.ethz.ch, fax it to +41 44 245 9699, or send it to IT'IS Foundation, Zeughausstrasse 43, 8004 Zurich, Switzerland. Fields marked with * are mandatory. No shipments can be made with incomplete data. Shipping & handling by post is EUR 50 (Europe) and EUR 140 (rest of the world). This is the cost for one DVD, for each additional DVD, add EUR 40.

TOTAL AMOUNT DUE: EUR _____

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First Name * _____

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Details for transfer in Euros only are: Bank: Zuercher Kantonalbank, Zurich, Switzerland

Account in the name of: Foundation for Research on Information Technologies in Zurich

IBAN/Account no.: CH10 0070 0130 0003 2460 4 SWIFT/BIC: ZKBKCHZZ80A

By signing this form the Licensee:

- is aware of and will abide by the requirement that with all publication of images of the models, their faces and genitals must be disguised in a non-recognizable manner;
 in case of publication, reference shall be made according to article 2.3.8 of the Terms and Conditions of User License;
 is aware that the Model Data and the Installer may only be used by Users in educational institutions. Even in educational institutions, they shall not be used for any direct or indirect commercial purposes, in particular, but not exclusively, for commercial product evaluations financed by partners with commercial interest;
 agrees with the Terms and Conditions of the User License printed below.

Date, place

Signatures of authorized signatories

v03/2013

Virtual Population Terms and Conditions of User License – Academic Use

Licensee and any person copying, installing and/or otherwise using the Virtual Population licensed (the "User") agrees to be bound by the following terms and conditions (the "Agreement"):

1. Software

The Virtual Population includes one or more human models in CAD format or in certain other formats if specifically ordered so (the "Model Data") and the Virtual Population Installer (the "Installer").

2. License

- 2.1 The Foundation for Research on Information Technologies in Society, Zeughausstrasse 43, 8004 Zurich, Switzerland, (referred to below as "IT'IS Foundation") grants Licensee a non-exclusive, non-transferable, free license to use the Model Data and the Installer.
- 2.2 The licence will be granted either for an unlimited period of time or for a period limited to one year.
- 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 Virtual Population.
 - 2.3.2 The Model Data or works derived from the Model Data must not be distributed or redistributed in original form or in any modified or updated version.
 - 2.3.3 Any images based on the Model Data may only be published provided that the faces and genitals are disguised in a non-recognisable manner.
 - 2.3.4 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.
 - 2.3.5 The Installer and 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 communication equipment.
 - 2.3.6 The Installer is supplied in object code. The User is not permitted to decompile, decrypt, disassemble, retrieve by reverse engineering of any kind, otherwise make available the source code of, or modify the Installer, or to create derivative works.
 - 2.3.7 It is not permitted to include the Installer into any other software or to start the Installer using other software.
 - 2.3.8 In the event that data or results are published which have been obtained inter alia through use of the Model Data, reference shall be made in the publication to IT'IS Foundation (www.itis.ethz.ch/vip) and to the following paper:
Christ A, Kainz W, Hahn E G, Honegger K, Zefferer M, Neufeld E, Rascher W, Janka R, Bautz W, Chen J, Kiefer B, Schmitt P, Hollenbach H P, Shen J X, Oberle M, Szczerba D, Kam A, Guag J W, Kuster N: The Virtual Family – Development of surface-based anatomical models of two adults and two children for dosimetric simulations, *Physics in Medicine and Biology*, 55(2): N23-N38, 2010.
 - 2.3.9 This Agreement does not convey nor shall Licensee or User attempt to obtain any title to intellectual property rights in the Installer and/or the Model Data.
 - 2.3.10 In the event that IT'IS Foundation is informed that one or more of the persons, on whose personal data the models are based, have withdrawn their consent to any further use of their Model Data, IT'IS Foundation will inform Licensee that any further use whatsoever of the respective Model Data is strictly forbidden.
 - 2.3.11 The Model Data and the Installer may only be used by Users in educational institutions such as universities and universities of applied science. Even in educational institutions, they shall not be used for any direct or indirect commercial purposes, in particular, but not exclusively, for commercial product evaluations financed by partners with commercial interest.

3. Warranty

- 3.1 Licensee and User are aware of the fact that it is not possible to issue software which runs completely error-free. Furthermore, Licensee and User are responsible for the selection and the use of the Installer and Model Data as well as of the hardware and other software programmes to be used together with the Installer and Model Data.
- 3.2 IT'IS Foundation 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. IT'IS Foundation disclaims in particular, but not exclusively, any warranties of accuracy, completeness, usefulness of the Installer and Model Data and any related documentation or for fitness of the Installer and Model Data for any particular purpose. IT'IS Foundation makes no representation that the use of the Installer and Model Data does not infringe any third party rights.

4. Liability

- 4.1 Any liability of IT'IS Foundation for damages caused by the use of the Installer and/or 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 Licensee and User shall be fully liable to IT'IS Foundation for, and agrees to hold IT'IS Foundation 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 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 Installer and Model Data to IT'IS Foundation and confirm in writing that it deleted all copies of the Installer and Model Data on any of its installations.

6. Conversion Program

Supply of Version 1 of the Model Data includes a conversion software program to convert the CAD Model Data into Voxel format (the "Conversion Program"). The provisions of these Terms and Conditions of User Licence pertaining to the Installer shall also apply to the Conversion Program if supplied.

7. Miscellaneous

- 7.1 Entire Agreement: This Agreement embodies the entire understanding between IT'IS Foundation and Licensee/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.
- 7.2 Without prejudice to any rights of IT'IS Foundation against any User, the Licensee shall be responsible and ensure that any User in any manner using the Model Data and the Installer which have been licensed to the Licensee, complies with these Terms and Conditions.
- 7.3 Assignment: Licensee and 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 IT'IS Foundation.
- 7.4 Waivers: No waiver by IT'IS Foundation of any breach of the Agreement by Licensee or User shall be considered as a waiver of any subsequent breach of the same or any other provision.

8. Governing Law and Jurisdiction

- 8.1 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 law of Switzerland.
- 8.2 All disputes arising out of or in connection with this Agreement shall, to the exclusion of any other courts, be settled by the Commercial Court of the Canton of Zurich, Switzerland. Should the amount in dispute not reach the amount required by law for jurisdiction of the Commercial Court, the District Court of Zurich, Switzerland, shall have exclusive jurisdiction instead. Notwithstanding and without prejudice to the foregoing, IT'IS Foundation shall also be entitled to bring action against the User at any other court having competent jurisdiction.