Software Terms-of-Use Agreement

Last Updated: March 5, 2025

TERMS OF USE

1. This Software Terms-of-Use agreement ("Agreement") applies to all parties who access, obtain, make copies, or use the Software (defined below). By performing any of these activities, said party agrees to be bound by the terms of this Agreement.

   Should a party desire to use the Software in a manner not permitted herein, please e-mail CC-TechTransfer@mail.nih.gov with a copy to: Ricquita.Pollard@nih.gov, Lidia.Beka@nih.gov and Tedd.Fenn@nih.gov.

2. Definitions
   - "**Provider**" means the United States Department of Health and Human Services, as represented by the National Institutes of Health (NIH) Clinical Center (NIH CC).
   - "**Recipient**" means a not-for-profit research institution which receives software from the **Provider** under this Agreement.
   - "**Software**" means the proprietary CT contrast phase classifier and associated code developed in part by the **Provider** (including by Dr. Ronald M. Summers of NIH Clinical Center) used to automate detection of the phase of the contrast injection on abdominal computed tomography (CT) scans, including all future versions of said software and associated code.

3. **Provider** hereby grants solely to **Recipient**, and the **Recipient** accepts, subject to the terms of this Agreement, rights to:

   (a) Obtain, use, modify and make copies of **Software** for non-commercial research activities only; and

   (b) Incorporate the **Software** into novel software created by the **Recipient** as necessary to perform said research activities.

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5. **Recipient** agrees not to license, sell, or use the **Software** for commercial purposes or applications for which a commercialization license would be required. **Recipient** shall retain control over the **Software** and will not transfer the **Software** to third parties unless it is in accordance with Article 8.

6. In case of any kind of presentation or publication reporting research performed with the **Software**, **Recipient** shall include appropriate acknowledgement of **Provider**'s contribution of the **Software** and will include the citation(s) (or, once the manuscript referenced below has published, the appropriate updated version of the citation):

1. Liu L, Liu J, Santra B, Mukherjee P, Zhu Y, Parnell C, Anand A, Mathai T, Summers RM. Utilizing Domain Knowledge to Improve the Classification of Intravenous Contrast Phase of CT Scans. Computerized Medical Imaging and Graphics 119:102458 (2024). https://doi.org/10.1016/j.compmedimag.2024.102458

7. Title in the **Software** shall remain with the **Provider**. Recipient agrees not to interfere and to prevent others from interfering with the Provider's right in title. It is understood that nothing herein shall be

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9. No indemnification for any loss, claim, damage, or liability is intended or provided by any party under this agreement.

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11. **Recipient** agrees in its use of the **Software** to comply with all applicable Federal laws, statutes, regulations, and guidelines, including the Export Administration Act of 1979 and Arms Export Control Act, controlling the export of technical data, computer software, laboratory prototypes, and other commodities. The transfer of such items may require a license from the cognizant agency of the U.S. Government or written assurances by the **Recipient** that it shall not export such items to certain foreign countries without prior approval of such agency. The **Provider** neither represents that a license is or is not required or that, if required, it shall be issued.

12. **Software**, or any modified or embedded version thereof, shall not be published by the **Recipient** for profit to, nor in any manner offered for sale to, the U.S. government or any other entity or firm. **Software** may be used in a contract with the U.S. government, but no charge may be made for its use.

13. The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.

14. **Recipient** represents and warrants that the Official accepting this Agreement is authorized to do so.