

Software Terms-of-Use Agreement

Last Updated: March 5, 2025

TERMS OF USE

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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 muscle and fat segmentation software and associated code developed in part by the **Provider** (including by Dr. Ronald M. Summers of NIH Clinical Center) used to automate segmentation of muscle and fat on body 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:

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

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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):

Liu J, Bhadra S, Shafaat O, Mukherjee P, Parnell C, Summers RM. A Unified Approach to Medical Image Segmentation by Leveraging Mixed Supervision and Self and Transfer Learning (MIST). Computerized Medical Imaging and Graphics 122 102517 (2025). <https://doi.org/10.1016/j.compmedimag.2025.102517>

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