

Terms and Conditions of User License Virtual Population cViP3.x & ViP1.x

Any person copying, installing and/or otherwise using (the "User") the computable human phantoms from the Virtual Population (the "Model Data") purchased from ZMT Zurich MedTech AG, Zurich, Switzerland, agrees to be bound by the following terms and conditions (the "Agreement"):

1. License

1.1 The Foundation for Research on Information Technologies in Society, Zeughausstrasse 43, 8004 Zurich, Switzerland, (referred to below as "IT'IS Foundation") grants the User a non-exclusive, non-transferable, royalty-bearing free license to use the Model Data.

1.2 The licence will be granted either for an unlimited period of time or for a period limited to one year as specified in the invoice received from ZMT Zurich MedTech AG.

1.3 The following shall apply to the license:

1.3.1 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.

1.3.2 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.

1.3.3 Any images based on the Model Data may only be published provided that the faces and genitals are disguised in a non-recognisable manner.

1.3.4 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.

1.3.5 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.

1.3.6 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 (itis.swiss/vip) and to the following papers:

- for results produced with ViP 1.x: 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, and to the DOI number(s) of the Model Data used.
- for results produced with ViP 3.0 & cViP 3.0: Gosselin MC, Neufeld E, Moser H, Huber E, Farcito S, Gerber L, Jedensjö M, Hilber I, Di Gennaro F, Lloyd B, Cherubini E, Szczerba D, Kainz W, Kuster, N: Development of a new generation of high-resolution anatomical models for

medical device evaluation: the Virtual Population 3.0, Physics in Medicine and Biology, 59(18): 5287-5303, 2014, and to the DOI number(s) of the Model Data used.

1.3.7 This Agreement does not convey nor shall User attempt to obtain any title to intellectual property rights in the Model Data.

1.3.8 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. Warranty

2.1 User is aware of the fact that it is not possible to issue software which runs completely error-free. Furthermore, User is responsible for the selection and the use of the Model Data as well as of the hardware and other software programmes to be used together with the Model Data.

2.2 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 Model Data and any related documentation or for fitness of the Model Data for any particular purpose.

3. Liability

3.1 Any liability of IT'IS Foundation 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.

3.2 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 1.3.

4. Termination

This Agreement terminates with immediate effect if User is in breach of the terms of this Agreement, in particular clause 1 above. Upon termination, User shall return the Model Data to IT'IS Foundation and confirm in writing that it deleted all copies of Model Data on any of its installations.

5. Miscellaneous

5.1 Entire Agreement: This Agreement embodies the entire understanding between IT'IS Foundation and 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.

5.2 Without prejudice to any rights of IT'IS Foundation against any User, the User shall be responsible and ensure that any User in any manner using the Model Data which have been licensed to the User, complies with these Terms and Conditions.

5.3 Assignment: 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.

5.4 Waivers: No waiver by IT'IS Foundation of any breach of the Agreement by User shall be considered as a waiver of any subsequent breach of the same or any other provision.

6. Governing Law and Jurisdiction

6.1 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.

6.2 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.

[Agree to License and start Download](#)