

Software License Agreement for Photon Counting Toolkit (PcTK)

Version 1.1a (October 18, 2017)
Version 2.0 (September 23, 2020)

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") dated this _____th day of _____, _____ (the "Execution Date") BETWEEN
Katsuyuki "Ken" Taguchi, Ph.D. of The Johns Hopkins University (the "Licensor") OF THE FIRST PARTY and
_____ of _____
(the "Licensee") OF THE SECOND PARTY.

BACKGROUND:

The Licensor wishes to license computer software to the Licensee and the Licensee desires to purchase the software license under the terms and conditions stated below.

IN CONSIDERATION OF the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

License

1. Under this Agreement the Licensor grants to the Licensee a non-exclusive and non-transferable license (the "License") for use Photon Counting Toolkit (PcTK) Version 3.2 (the "Software").
2. "Software" includes the computer programs, data, parameter files, and any related printed, electronic, and online documentation and any other files that may accompany the product.
3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively to the Licensor. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.
4. The Software may be loaded onto more than one computer system, as long as the Software will not be used on more than one computer system simultaneously. Copies may be made for backup purposes only.
5. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
6. The Software may be used for research purposes only. No commercial use, either directly or indirectly, is permitted.

7. The Licensee will acknowledge the use of this Software the following papers in any form of the presentation including, but not limited to, oral presentation, poster presentation, conference records, conference proceedings, journal papers, books, web sites, and news articles.

Katsuyuki Taguchi, Karl Stierstorfer, Christoph Polster, Okkyun Lee, and Steffen Kappler, "Spatio-energetic cross-talk in photon counting detectors: Numerical detector model (PcTK) and workflow for CT image quality assessment," Medical Physics 45(5):1985–1998 (2018).

8. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

License Fee

9. The purchase price of \$0.00 USD paid by the Licensee will constitute the entire license fee and is the full consideration for this Agreement.

Limitation of Liability

10. The Software is provided by the Licensor and accepted by the Licensee "as is." Liability of the Licensor will be limited to a maximum of the original purchase price of the Software. The Licensor will not be liable for any general, compensatory, special, incidental or consequential damages including, but not limited to, loss of production, loss of opportunities, loss of data, or any other research disadvantage suffered by Licensee arising out of the use or failure to use the Software.
11. The Licensor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.
12. The Licensor does not warrant that the use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

Warrants and Representations

13. The Licensor warrants and represents that it is the copyright holder of the Software. The Licensor warrants and represents that granting the License to use this Software is not in violation of any other agreement, copyright, or applicable statute. No other persons nor institutions, including the other authors of the above Medical Physics paper, holds any rights on the Software.

Acceptance

14. All terms, conditions, and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") upon execution of this Agreement.

User Support

15. No user support or maintenance is provided as part of this Agreement.

Terms

16. The term of this Agreement will begin on Acceptance and is perpetual.

Termination

17. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software.

Force Majeure

18. The Licensor will be free of liability to the Licensee where the Licensor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Licensor has taken any and all appropriate action to mitigate such an event.

Governing Law

19. This Agreement is subject to the laws of the State of the Maryland. All disputes arising out of or in connection with this Agreement shall be finally settled in compliance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one arbitrator appointed according to said rules. The arbitration proceedings shall be held in Maryland. The language of the arbitration shall be English.

Miscellaneous

20. This Agreement can only be modified in writing signed by both the Licensor and the Licensee.

21. This Agreement does not create or imply any relationship in agency or partnership between the Licensor and the Licensee.

22. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa.

23. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
24. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Licensor's successors and assigns.
25. This Agreement is valid without Licensor's signature. It becomes effective upon the earlier of Licensee's signature or Licensee's use of the Software.

Licensee of the Software:

Name: _____

Title: _____

Institution: _____

Address: _____

Phone: _____ **Fax:** _____

Email: _____

Describe briefly how you will use this Software, what you wish to accomplish:

Licensor of the Software:

Name: Katsuyuki "Ken" Taguchi, Ph.D.

Title: Professor

Institution: The Johns Hopkins University

Address: 601 North Caroline Street, JHOC 4263, Baltimore, MD 21287, U.S.A.

Email: ken.pctk@gmail.com, ktaguchi@jhmi.edu

Signatures

Licensee

Licensor