

## **License Agreement For Non-Commercial Research Purposes** (hereinafter "Agreement")

**THIS APPLICATION IS EXPERIMENTAL IN NATURE AND IS THE RESULT OF ACADEMIC RESEARCH. HEALTH RELATED INFORMATION CHANGES FREQUENTLY AND THEREFORE INFORMATION CONTAINED IN THE APPLICATION MAY BE OUTDATED, INCOMPLETE OR INCORRECT.**

**THIS APPLICATION IS NOT INTENDED TO BE USED AND MAY NOT BE USED AS A SUBSTITUTE FOR MEDICAL ADVICE, DIAGNOSIS, PREVENTION, MONITORING OR TREATMENT OF ANY HEALTH CONDITION OR PROBLEM.**

**WHEN USING THE APPLICATION YOU AGREE THAT THE APPLICATION IS SUPPLIED BY KU LEUVEN FOR NON-COMMERCIAL TESTING PURPOSES WITHIN THE SCOPE OF YOUR INTERNAL RESEARCH ACTIVITIES. YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATION HAS NEITHER BEEN VALIDATED NOR RELEASED FOR CLINICAL USE. YOU HEREBY EXPLICITLY AGREE THAT THE RESULTS OF THE APPLICATION CANNOT BE USED FOR CLINICAL INTERPRETATION OR PHYSICIAN SERVICES.**

This Application is developed by the Division ESAT-SCD and the Division Screening, Diagnostics and Biomarkers of the KU Leuven and is owned by the Katholieke Universiteit Leuven (hereinafter referred to as "KU LEUVEN").

### **Article 1 - Definitions**

1.1 "Application" shall mean the following KU LEUVEN's computer program in executable version, excluding source code:

1. IOTA Logistic Regression models LR1 and LR2, giving an indication of the probability of malignancy of an ovarian tumour by means of 12 variables and 6 variables, respectively.
2. IOTA SIMPLE RULES, a set of 10 features five of which suggest the benign nature and five of which suggest the malignant nature of an ovarian tumour.

as available on the website <http://homes.esat.kuleuven.be/~sistawww/biomed/iota/>.

1.2 "Effective Date" shall mean the date on which you download or install the Application and associated files on your system.

1.3 "Purpose" shall mean non-commercial testing purposes within the scope of your internal research activities excluding clinical use or use of the Application for clinical interpretation or physician services, such as but not limited to medical advice, diagnosis, prevention, monitoring or treatment of any health condition or problem.

1.4 "Non-commercial User" shall mean a person using the Application for the Purpose on its own behalf or on behalf of a legal entity. In case the Non-commercial User is acting on behalf of an entity, use of the Application is only permitted by the Non-Commercial User in the event the Application License Agreement is approved and signed by the authorized signatories of such legal entity and returned to KU LEUVEN.

### **Article 2 - License**

2.1 As long as you qualify as an Non-commercial User, KU LEUVEN hereby grants you a royalty-free, non-exclusive, non-transferable license to the Application supplied by KU LEUVEN for the Purpose.

2.2 You shall not sublicense any of your rights to the Application. Neither will you transfer the Application to a third party, unless prior written agreement of KU LEUVEN has been obtained.

### **Article 3 - Ownership**

3.1 The Application is copyrighted and KU LEUVEN retains all title and ownership to the Application. Nothing in this Agreement shall preclude KU LEUVEN from entering into agreements with third parties concerning the Application.

3.2 By using the Application, you do not acquire any intellectual property right to the Application or any part thereof, nor do you acquire any license or other rights under any patents, patent applications, trade secrets or other proprietary rights of KU LEUVEN, except as expressly granted herein.

#### **Article 4 - Publication**

Non-commercial User shall acknowledge KU LEUVEN as the owner of the Application.

#### **Article 5 - Feedback**

You are encouraged to provide KU LEUVEN with feedback on the Application as used in compliance with the Purpose. KU LEUVEN is permitted to use any information provided by YOU in making changes to the Application. All reports shall be sent to: Ben Van Calster [ben.vancalster@med.kuleuven.be](mailto:ben.vancalster@med.kuleuven.be)

#### **Article 6 - No Support**

This license does not entitle you to receive from KU LEUVEN technical support, telephone assistance, or enhancements or updates to the Application. Any support that may be given by KU LEUVEN on voluntary basis is provided "as is" and KU LEUVEN makes no representations or warranties of any type whatsoever, express or implied, regarding the provided support.

#### **Article 7 - Warranty**

7.1 The Application is provided "as is" by KU LEUVEN without warranty of any kind, whether express or implied. KU LEUVEN specifically disclaims the implied warranties of merchantability and fitness for a particular purpose or that the use of the Application will not infringe any patents, copyrights or trademarks or other rights of third parties. The entire risk as to the quality and performance of the Application is borne by you.

7.2 Without prejudice to KU LEUVEN's liability for damages caused by KU LEUVEN's willful misconduct, KU LEUVEN shall not be liable for any loss, direct or indirect damage or other liability incurred by you or any third party in connection with the Application licensed by KU LEUVEN under this Agreement. Under no circumstances shall KU LEUVEN be liable for any direct, indirect, special, incidental, or consequential damages arising out of any performance of this Agreement, whether such damages are based on contract, tort or any other legal theory.

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#### **Article 8 - Indemnification**

You will indemnify, defend and hold harmless KU LEUVEN, its directors, officers, employees and agents from and against all liability, losses, damages and expenses (including attorney's fees and costs) arising out of any claims, demands, actions or other proceedings made or instituted by any third party against any of them and arising out of or relating to any breach of this Agreement by you, or any use or disclosure of the Application by you, unless such claims or liability result from KU LEUVEN's willful misconduct.

#### **Article 9 - Term**

9.1 This Agreement is effective from the Effective Date until you delete the Application and any and all related files from your computing system. This Agreement will terminate immediately without notice from KU LEUVEN if you fail to comply with any provision of this Agreement. Upon termination, you must destroy all copies of the Application and its documentation.

9.2 In case of termination the provisions of Article 3, 4, 7, and 8 shall remain in full force and effect.

#### **Article 10 - Miscellaneous**

10.1 Any notice authorized or required to be given to KU LEUVEN under this Agreement shall be in writing and shall be deemed to be duly given if sent by registered post to: KU LEUVEN R&D, Waaistraat 6, B-3000 Leuven, Belgium.

10.2 The terms and conditions herein contained constitute the entire agreement between the Parties and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter thereof.

#### **Article 11 - Disputes**

In the event of disputes in the interpretation and/or performance of this Agreement, the parties shall first undertake to settle their differences amicably. If no amicable settlement can be reached concerning the execution and/or interpretation of this Agreement, such conflict shall be brought before the courts of Leuven and Belgian Law shall be applicable.

**In case the Non-commercial User is acting on behalf of an entity, use of the Application is only permitted by the Non-Commercial User in the event the Application License Agreement is approved and signed by the authorized signatories of such legal entity and returned to KU LEUVEN to the following address: KU Leuven Research and Development, Waaistraat 6, B-3000 Leuven, Belgium**

**Date:**

**Name of legal entity:**

**Address:**

**Signed by the authorized signatory (name and title):**

**Signature:**