

LTUtech Object Dataset End User Agreement

INSTRUCTIONS for COMPILATION

Please complete the reference (Reference: LTUtech/xxx) at the top of page 1 of the agreement with the name of your institution.

Each page of the agreement should also be initialed (the person signing the agreement should put his/her initials on each and all pages).

The End-User named must be a legal institution, or a department or section of a named legal institution, not an individual nor a project – the person signing this Agreement should be the person authorized by the institution for such signatures (e.g. Department or Administrative Head or similar).

Please follow the following procedure to obtain authorization to use the LTUtech Object Dataset:

1. Complete and sign the agreement.
2. Fax it to Dr. Chahab Nastar, LTU Technologies SA at fax N°: +33 (0)1 53 43 01 69. Drop the (0) if sending from outside of France. Include a cover page with your clear name, organization, e-mail address and fax number. To avoid the fax going missing, make sure that the fax is clearly addressed to Dr. Chahab Nastar.
3. The agreement will be signed and faxed back to you.
4. Fax this signed agreement to Dr. Allan Hanbury at fax N°: +43 1 58801 18392. Include a cover page with your clear name, organization, e-mail address and fax number. You will then receive by e-mail the instructions to download the dataset.

LTUtech Object Dataset

END-USER AGREEMENT

(Reference: LTUtech/ *Please Insert Name of End-User here*)

This agreement is made by and between:

.....
(hereinafter called END-USER), having its principal place of business at:

.....

AND

LTU Technologies SA, 57, rue Pierre Charron, F-75008 Paris, France (hereinafter called LTUTECH)

whereby it is agreed as follows:

1. The **LTUtech Object Dataset** (hereinafter called IMAGE DATASET), the object of this Agreement, is a collection of digital images.
2. END-USER agrees to use the IMAGE DATASET solely in the framework of scientific research.
3. END-USER is not permitted to reproduce the IMAGE DATASET for commercial or distribution purposes and to commercialize (or distribute for free) in any form or by any means the IMAGE DATASET or any derivative product or services based on all or a substantial part of it.
4. Without prejudice to the other provisions, the rights referred to herein shall be non transferable to any other entity. The IMAGE DATASET shall not be transferred to or accessed from any other site.
5. END-USER acquires no ownership, rights or title in all or any parts of the IMAGE DATASET.
6. END-USER may not publish images from the IMAGE DATASET in any form (electronic or paper), except for those images which are explicitly indicated as being COPYRIGHT-FREE.
7. LTUTECH accepts no responsibility for the accuracy or completeness of the data or for the consequences of their use. LTUTECH gives no warranty for merchantability and/or fitness for a particular purpose of the IMAGE DATASET.
8. END-USER shall give appropriate references to LTUTECH in scholarly literature when the IMAGE DATASET is mentioned. In particular, END-USER shall provide a link to LTUTECH's website: <http://www.LTUtech.com>
9. END-USER shall not use the name of LTUTECH in any publication in any manner that would imply an endorsement of END-USER or any product or service offered by END-USER.
10. END-USER has no right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of LTUTECH, it being intended that each party shall remain an independent contractor responsible for its own actions.

11. Neither party shall be responsible for damages caused by the other party's non-fulfillment of provisions of this AGREEMENT.
12. Both parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other.
13. LTUTECH agrees to provide the IMAGE DATASET to END-USER FREE OF CHARGE.
14. END-USER shall be solely responsible for all investments made or expenses incurred in connection with this Agreement. END-USER shall hold LTUTECH free and harmless from any claims, liabilities, losses, damages, costs and expenses arising from or with respect to the IMAGE DATASET.
15. This Agreement is subject to, construed and interpreted in accordance with the Law of France. Should it not be possible to settle amicably differences of interpretation out of this Agreement, then the case shall be brought before the regular courts of law for a decision. The "Tribunal de Commerce de Paris" shall be the only competent court. This AGREEMENT may be terminated by LTUTECH if END-USER breaches any material term or provision of this AGREEMENT. In the event that one of these articles is considered by French law or a French court decision as null, this invalid or illegal article shall not affect validity, legality and enforceability of the remaining provisions.

The entire AGREEMENT is composed of the 15 articles herein.

In witness whereof, intending to be bound, the parties hereto have executed this AGREEMENT by their duly authorized officers.

AUTHORISED BINDING SIGNATURES:

On behalf of
Name:
Title:
Date:

On behalf of LTUTECH
Name: Chahab NASTAR
Title: CEO of LTUTECH
Date: