

## **Rochester Institute of Technology DIRSIG SOFTWARE AGREEMENT**

This **DIRSIG SOFTWARE AGREEMENT** is entered into as of \_\_\_\_/\_\_\_\_/\_\_\_\_ between Rochester Institute of Technology, One Lomb Memorial Drive, Rochester, New York 14623-5604 (“RIT”) on behalf of the Chester F. Carlson Center for Imaging Science and \_\_\_\_\_ (“Organization”).

This Agreement is an agreement between the parties named above for the Software Program entitled *Digital Imaging and Remote Sensing Image Generation (DIRSIG), Version 3.4* (“Software”), the terms of which are summarized below:

- 1.0 The Software is provided by RIT so that the Organization can use the Software or portions thereof for the generation of images to be used for testing and evaluation of software algorithms developed by the Organization. Generated images can be distributed by the Organization with the express written authorization and consent of RIT.
- 2.0 The Organization shall not integrate the Software, or any portions thereof in the development of products for either internal or commercial purposes, without the express written authorization and consent of RIT. The restrictions of this paragraph shall survive termination of this Agreement.
- 3.0 The Organization expressly acknowledges and agrees that the Software is proprietary and confidential information of RIT. Thus, the Organization agrees:
  - (1) to maintain the Software in confidence using the same degree of care, but not less than a reasonable degree of care, as the Organization exercises with its own proprietary information to prevent its unauthorized disclosure, such obligation shall survive termination of this Agreement;
  - (2) to use the Software solely for the purpose of U.S. government programs and/or for the testing and evaluation to assist in the development of potential collaborations or other joint arrangements with RIT and the Digital Imaging and Remote Sensing Laboratory (DIRS);
  - (3) not to disclose the Software to others (except its employees, agents or consultants who are bound to the Organization by a like obligation of confidentiality) without the prior written permission of RIT, except under the following conditions:
    - (a) the Organization can demonstrate by written records that the Software was previously known to it;
    - (b) the Software is, or becomes, available to the public through no fault of the Organization;  
or
    - (c) the Software is lawfully obtained by the Organization from a third party and is not subject to an obligation of confidentiality owed to that third party; and
  - (4) that portions of the Software disclosure may be in writing, oral, or both, however if any portion of the Software is initially disclosed orally, this will be confirmed in writing and identified as Software subject to this Agreement within thirty (30) days of such disclosure.

- 4.0 The Organization hereby waives and agrees to indemnify, defend, and hold harmless RIT and its employees and students from any loss, claim of damage, or liability of any kind involving negligence or intentional misconduct by an employee of the Organization arising out of or in connection with this Agreement, except to the extent that such loss, claim of damage, or liability arises from the negligence or intentional misconduct of RIT. The provisions of this paragraph shall survive termination of this Agreement.
- 5.0 This Agreement is effective as of the date signed below.
- 6.0 This Agreement may be terminated by either party at any time upon the receipt of sixty (60) days written notice to the other party.
- 7.0 This Agreement contains the entire agreement between the parties for the Software. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties.
- 8.0 This Agreement shall be interpreted and enforced pursuant to the laws of the State of New York without regard to its conflicts of law principles. The venue of any dispute, which cannot be amicably settled, shall be the State and federal courts located in Monroe County, and the parties consent to the exclusive jurisdiction of such courts in such event.

The parties have signed this Agreement and it is effective as of the last date written below.

\_\_\_\_\_  
 (Organization)

Address:      ATTN: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By:            \_\_\_\_\_  
                   (Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date:         \_\_\_\_/\_\_\_\_/\_\_\_\_

ROCHESTER INSTITUTE OF TECHNOLOGY

Address:      ATTN: Scott D. Brown  
                   54 Lomb Memorial Drive  
                   Rochester, NY 14623

By:            \_\_\_\_\_  
                   (Signature)

Name: Marjorie Zack

Title: Director of Grants, Contracts and Intellectual  
           Property

Date:         \_\_\_\_/\_\_\_\_/\_\_\_\_