<u>Please fill the license agreement (ITEMS IN RED CAPITAL LETTERS into items in black small letters) and send two signed copies of the license agreement to:</u>

Charles KERVRANN
INRIA Rennes – Bretagne Atlantique
SERPICO Team
Campus universitaire de Beaulieu
Avenue du General Leclerc
35042 Rennes Cedex – France

 email : **Charles.Kervrann@inria.fr**

SOFTWARE LICENSE AGREEMENT

This agreement is made by and between:

INSTITUTION NAME *(legal entity on which depends the laboratory)***, ADDRESS, CITY, ZIP CODE, COUNTRY,** represented by **FIRSTNAME NAME, LEGAL POSITION** *(the legal representative of the Institution and/or its authorized representative (if proxy) duly entitled to sign the license agreement)***.**

Hereinafter referred to as: "**the Institution**"

And

Institut National de Recherche en Informatique et Automatique,
A public corporation of scientific and technological nature, having is principal place at Domaine de Voluceau, Rocquencourt, 78153 LE CHESNAY cedex, FRANCE, represented by Mr. Michel COSNARD, its Chairman and Chief Executive Officer.

Hereinafter referred to as: "**INRIA**"

The INSTITUTION and INRIA shall be referred to as individually "**Party**" and collectively "**Parties**".

PREAMBLE

INRIA and INRA (Institut National de la Recherche Agronomique) have written a software called "ND-SAFIR" (N-Dimensional – Structure Adaptive Filtering for Image Restoration), devoted to the restoration of image 2D, 3D and of sequences of image 2D or 3D.

Version 2.2 of the February 18, 2008 of "ND-SAFIR" software was filed by INRIA with the agency for the Protection Programs under reference: IDDN.FR.001.190033.002.S.A.2007.000.21000 (hereinafter called the "**Software**").

INRIA is mandated by the INRA to grant licenses on the software "ND-SAFIR" on behalf of the co-owners.

The **OFFICIAL DESIGNATION OF THE LABORATORY**, officially headed by **FIRSTNAME NAME**, wishes to use the Software to increase the signal-to-noise ratio of images (hereinafter the "**Purpose**").

SHORT DESCRIPTION *(3 sentences)* **ABOUT THE GENERAL ACTIVITIES OF THE LABORATORY AND THE APPLICATION OF THE SOFTWARE:**

THEREFORE THE PARTIES AGREE TO THE FOLLOWING

Section 1 – Scope

Under this contract, INRIA grants the Institution, and the Institution hereby accepts, a non exclusive right to use the Software according to the terms and conditions specified below.
The Software is described in the technical annex.

Section 2 - Right of use

Under this contract INRIA grants to the Institution the right to use the Software under the following terms and conditions:
- in source code and in version 2.2 of the February 18, 2008;
- including the right to reproduce, to adapt, to modify, to integrate, to translate the Software, only when such reproduction, adaptation, modification, integration or translation is necessary for the use of the Software for the Purpose, including for errors correction;
- for free;
- only for the Purpose;
- only by the following members of the laboratory : **FIRSTNAME 1 NAME 1, FIRSTNAME 2 NAME 2, FIRSTNAME 3 NAME 3**…;
- excluding any commercial use and any redistribution;
- exclusively on the following territory : **COUNTRY**;

- without any right to sublicense, sell, rent, lease, or otherwise disclose the Software to any third party (particularly the Institution has no right to disclose the Software on the Internet).

The right to use the Software also includes the right to use the technical documentation.

INRIA agrees that the Institution can base scientific publications on the internal research using the Software. In this case the Institution shall mention the use of the Software and the following notice: "*Results obtained in using ND-SAFIR (N-Dimensional – Structure Adaptive Filtering for Image Restoration) © INRIA/INRA 2007, described in the following publication: "J. Boulanger, Ch. Kervrann, P. Bouthemy, P. Elbau, J.-B. Sibarita, J. Salamero. PATCH-BASED NONLOCAL FUNCTIONAL FOR DENOISING FLUORESCENCE MICROSCOPY IMAGE SEQUENCES, IEEE Transactions on Medical Imaging, Vol. 29, No. 2, pp. 442-454, 2010".*

The Institution shall provide INRIA, within two (2) months after the end of this contract, a report called "experience feedback", on the use of Software and the results of testing and evaluation that the Institution has achieved.
Such report shall be sent to: Charles.Kervrann@inria.fr.

Section 3 – Intellectual Property

The copyright and all other intellectual property rights of the Software are and remain the exclusive property of INRIA and INRA.

The Institution shall not acquire any title, copyright or other proprietary rights in the Software than specified in this contract.

The Institution undertakes not to remove the notices that appear in the original physical copy of the Software.

Section 4 – Delivery and Installation

The Software is delivered to the Institution on a secured web site and within at least (eight) 8 days after the signature of this agreement.

Delivery shall only include delivery of Software (source code) and the technical documentation.

Section 5 – Warranty / Liability

5.1 Warranty

The Institution acknowledges that INRIA does not warrant that the Software performs in every operating environment, has uninterrupted or error free operation or that any error is corrected or correctable.

INRIA guarantees that it has all legal power and authority to grant such a license.

INRIA guarantees that INRIA and INRA are the sole owners of the Software intellectual property rights and that its researchers did not use any elements which intellectual property rights are owned by a third party to write the Software.

5.2 Liability

Under no circumstances shall INRIA be liable for any consequential, indirect or incidental damages or lost of profits, whether foreseeable or unforeseeable, based on claims of the Institution (including, but not limited to, claims for loss of data, goodwill, use of money, interruption in use or availability of data) arising out of use of the Software by the Institution.

Section 6 – Duration

This contract shall enter into force upon its execution by both Parties and shall continue in full force for a duration of one (1) year.

Upon expiration of this contract, the Institution shall
  - immediately cease to use the Software,
  - within ten (10) days, return to INRIA all copies of the licensed Software to INRIA together with a certified statement by the Institution to that effect.

Section 7 – Termination

This contract may be terminated with immediate effect by either Party in any of the following situations if either Party is substantial breach of contractual key obligations and fails to remedy this breach within thirty (30) days of notification of the breach.

Upon termination of this contract for any reason whatsoever, the Institution shall:
  - immediately cease to use the Software,
  - within ten (10) days, return to INRIA all copies of the licensed Software to INRIA together with a certified statement by the Institution to that effect.

Section 8 - Non disclosure

The Institution undertakes not to disclose, without the prior written consent, to any third party the source code of the Software and any documentation or information, about the Software, disclosed by INRIA during the performance of this contract and undertakes to ensure that all its employees comply with this obligation.

Section 9 – Assignment

No right under this contract shall be assigned by either Party without the prior written approval of the other Party.

Section 10 – Miscellaneous provisions / General

10.1 Modifications

This contract may not be modified except by an amendment in writing signed by a duly authorized representative of both Parties.

10.2 Severability

If any provision of this contract is determined to be invalid, unlawful or unenforceable, it shall be declared void or invalid but such decision, will not affect the validity or enforceability of the remaining provisions.

10.3 Correspondence

Letters and other correspondences to INRIA shall be addressed to following address:

INRIA Rennes – Bretagne Atlantique
Service des relations industrielles et de la valorisation
Campus Universitaire de Beaulieu
35042 Rennes – cedex
FRANCE

Letters and other correspondences of the Institution shall be addressed to following administrative address:

FIRSTNAME NAME
INSTITUTION
ADDRESS
CITY
ZIP CODE, COUNTRY

Section 11 – Governing law

This contract shall be governed and construed in accordance with the Laws of France.

Section 12 – Litigation / disputes

This contract is written in French language and in English language, and in case of discrepancy between the French and the English version, the English version shall prevail.

In the event of a dispute ensuing from the interpretation or the performance of this contract, the Parties undertake to initially seek a friendly solution.
If such solution cannot be reached, the dispute shall be submitted exclusively to French Courts.

Made in four original counterparts (including two original counterparts in English and two original counterparts in French) on   2010,

For the Institution   **For INRIA**
Date :   Date :

FIRSTNAME NAME,   Mr. Antoine PETIT
LEGAL POSITION,   who delegates his signature
INSTITUTION NAME *(legal entity*   to Mr. Bertrand BRAUNSCHWEIG,
on which depends the laboratory)   acting as Director of the INRIA
                                                            Rennes – Bretagne Atlantique
                                                            Research Center.

Technical Annex: ND-SAFIR description

The NDSAFIR software is designed for denoising 2D, 3D images and image sequences (2D, 3D + time). This non-parametric regression method exploits 3D+time information to improve the signal-to-noise ratio of images corrupted by mixed Poisson-Gaussian noise. A variance stabilization transform is first applied to the image-data to introduce independence between the mean and variance. This pre-processing requires the knowledge of parameters related to the acquisition system, also estimated in our approach. In a second step, the algorithm minimizes objective nonlocal energy functional involving image spatio-temporal patches. The minimiser has a simple form and is based on the linear combination of patches found in spatially-varying neighbourhoods. The size of each neighbourhood is optimized to improve the performance of the pointwise estimator. The algorithm, which requires no motion estimation with a minimal parameter adjustment, is performant for noise reduction and preservation of space-time discontinuities. The method is mainly applied to fluorescence video-microscopy where discontinuities are related to small moving spots with high velocity.