OU-ISIR Self-DTW Software and Sample Dataset Agreement

Introduction

The software package contains a set of programs for phase estimation by self-DTW with bias correction, example of input signal data and its corresponding output.

Release of the Software

This software could be downloaded as a zip file with password protection and the password will be issued on a case-by-case basis. To receive the password, the requestor must sign this document and send it to the database administrator by mail, e-mail, or FAX. In addition to other possible remedies, failure to observe these restrictions may result in access being denied for the software.

Consent

The user(s) agrees to the following restrictions on the OU-ISIR Self-DTW software and sample dataset:

1. **Academic and Commercial Use**: The software is *free of charge* for research and education purposes. However, *you must obtain a license from the author(s) to use it for commercial purposes.*   Please contact software administrator for more detail information on commercial usage of the software.

2. **Citation/Reference**: All documents and papers that report on research that uses the OU-ISIR Self-DTW software, in whole or in part, will acknowledge the use of the software by including an appropriate citation to the following:

Makihara, Y., Aqmar, M.R., Trung, N.T., Nagahara, H., Sagawa, R., Mukaigawa, Y., Yagi, Y., "Phase Estimation of a Single Quasi-Periodic Signal," Signal Processing, IEEE Transactions on , vol.62, no.8, pp.2066-2079, April 2014.

3. **Copyright:** The Institute of Scientific and Industrial Research (ISIR), Osaka University (OU) has copyright in the software and associated data and serves as a distributor of the Self-DTW software and sample dataset.

4. **Redistribution**: Without prior written approval from the author(s) and/or software administrator, the Self-DTW software and sample dataset, in whole or in part, will not be further distributed, published, copied, or disseminated in any way or form whatsoever, whether for profit or not. This includes further distributing, copying or disseminating to a different facility or organizational unit in the requesting university, organization, or company.

5. **Modification**: The OU-ISIR Self-DTW software and sample dataset, in whole or in part, cannot be modified. If you need to modify them, please contact software administrator.

6. **Publications to Osaka University**: A copy of all reports and papers that are for public or general release that use the software should be forwarded immediately upon release or publication to the software administrator.

7. **Disclaimer:** The software/sample dataset is supplied "as is" without warranty of any kind, and the author(s) disclaim any and all warranties, including but not limited to any implied warranties of merchantability and fitness for a particular purpose, and any warranties or non-infringement. The user assumes all liability and responsibility for use of the software and in no event shall the author(s) be liable for damages of any kind resulting from its use. The Institute of Scientific and Industrial Research, Osaka University has no obligation to assist in the user's installation or use of the software/sample dataset or to provide services or maintenance of any type with respect to the software/sample dataset. The entire risk as to the quality and performance of the software/sample dataset is borne by the user. The user acknowledges that the software may contain errors or bugs. The user must determine whether the software sufficiently meets user's requirements. This disclaimer of warranty constitutes an essential part of this Agreement

8. **Indemnification**: The user(s) agree to indemnify, defend, and hold harmless the Institute of Scientific and Industrial Research, Osaka University and its Board of Trustees, officers, employees and agents, individually and collectively, from any and all losses, expenses, damages, demands and/or claims based upon any such injury or damage (real or alleged) and shall pay all damages, claims, judgments or expenses resulting from user's use of the software/sample dataset.

9. **Illegal Activities:** Do not use the software/sample dataset to engage in illegal activities or to promote dangerous and illegal acts.

10. **Condition:** This release agreement is subject to change in the future.

11. **Violation:** This Agreement shall be governed by the Japanese laws. The parties acknowledge that this Agreement sets forth the entire agreement and understanding of the parties as to the subject matter. If there is any violation on the agreement, we may take actions by reporting the violator(s) to law enforcement, filing a lawsuit against the violator(s), and the violator(s) can be charged by penalties decided by the court.

_____	_____	_____	_____
NAME (in capitals)	POSITION	SIGNATURE	DATE

(Legal representative, e.g., your supervisor if you are a student)

ORGANIZATION AND ADDRESS (in capitals)

_____
E-mail (Institute domain is needed, e.g., "osaka-u.ac.jp". Free e-mail domain is not acceptable, e.g., gmail.com, yahoo.com)
(Legal representative)