# Atlas of Digital Pathology (ADP) Database EULA (End User License Agreement)

This user agreement applies to the ADP Database- which comprises of 17,668 patch images of 224 x 224 pixels downsampled from 0.25um pixel-resolution @40X magnification optics. The data is extracted from 100 slides annotated with up to 57 hierarchical Histological Tissue Types (HTT). The data was acquired by Multimedia Lab of the University of Toronto. By signing this document, the user, he or she who will make use of the database or the database interface, agrees to the following terms. In this document, the word 'database' denotes both the actual data as well as the interface to the data and any other software provided.

The labeling workflow is generalized to different HTT across different organs. Therefore, each image patch contains multiple HTTs. The quality of the image labels is verified through pathologist consultation and by training three state-of-the-art neural networks on tissue type classification. As such this data should be treated as highly informative by any researcher using it.

#### 1. Intended use

The ADP database can ONLY be used for academic research and educational purposes. The compilation of the Atlas database, either as its early released version or yet as an ongoing data collection, is patent protected. Any commercial use as an engineering outcome design based on ADP database is strictly prohibited. The use of the ADP Database must abide with the guidelines specified in the EULA.

# 2. Responsibility

The signee of this document must hold a **Senior Researcher** position (eg. Professor) at an academic institute. Up to five other researchers affiliated with the same institute for whom the signee is responsible may be named at the end of this document, which will allow them to work with this database. All of the researchers need to sign this document.

## 3. Data storage

Unprotected, the data must only be stored on the computers of the signees of this document. If stored on a local network, the data must be subject to user-level access control and encryption.

#### 4. Commercial use

The user may not use the database for any commercial purposes. Commercial purposes include, but are not limited to:

• proving the efficiency of commercial systems

- testing commercial systems
- using screenshots of subjects from the database in advertisements
- selling data from the database

#### 5. Distribution

The user may not distribute the database in any way. No portion (screenshots/audio-clips etc.) may be distributed in any publications or presentation, with the exception of presentations and documents shared between signees of this EULA. Only data from participants who gave consent to have their physiological or audiovisual recordings used in publications and presentations may be used for this purpose. The user will forward all requests for copies of the database to the ADP database administrators.

#### 6. Access

The user may only use the database after this EULA has been signed and attached to the user's registration on the ADP Webpage. The user may not grant anyone access to the database by giving them their username and password.

#### 7. Publications

Publications include not only papers, but also presentations for conferences or educational purposes.

The user may use screenshots of subjects in publications only if that particular subject has explicitly granted the permission to use his or her recordings in publications. The database specifies whether a user has given this consent to use their imagery in publications or not.

#### 8. How to cite ADP data

It is always a pleasure to hear from our ADP community members to collect your thoughts and valuable feedback. You can report at <a href="mailto:info-at-atlas@ece.utoronto.ca">info-at-atlas@ece.utoronto.ca</a>

If you are using the ADP database in your teaching and research area, we would like to definitely hear from you to learn the technical diversity of our users. If you are using ADP database in your research publications, we appreciate if you use a similar sentence in your paper as follows:

"The development of the ..(engineering method perhaps) is based on the Atlas of Digital Pathology (ADP) database\footnote{available from <a href="http://www.dsp.utoronto.ca/projects/ADP/">http://www.dsp.utoronto.ca/projects/ADP/</a>} <a href="mailto:[1, 2]."</a>

[1] Hosseini, Mahdi S., Lyndon Chan, Gabriel Tse, Michael Tang, Jun Deng, Sajad Norouzi, Corwyn Rowsell, Konstantinos N. Plataniotis, and Savvas Damaskinos. "Atlas of Digital Pathology: A Generalized Hierarchical Histological Tissue Type-Annotated Database for Deep Learning." In Proceedings of the IEEE Conference on Computer Vision and Pattern Recognition, pp. 11747-11756. 2019.

[2] Mahdi S. Hosseini, Lyndon Chan, Gabriel Tse, Michael Tang, Jun Deng, Joshua Pius, Corwyn Rowsell, Konstantinos N. Plataniotis, and Savvas Damaskinos, "Compilation of Atlas of Digital Pathology (ADP) Database" Tech. Rep., Multimedia Laboratory, University of Toronto, Canada, 2019.

# 9. Changes

The ADP administrators reserve the right to change this EULA at any time; users will be informed about changes beforehand and given the choice to opt out of the new EULA. Opting out will render the previous EULA void, and your account deactivated or deleted.

### 10. Warranty

The database comes without any warranty, the Multimedia Lab at the University of Toronto cannot be held accountable for any damage (physical, financial or otherwise) caused by the use of the database. No legal claims of any kind can be derived from accepting and using the Database. The Multimedia Lab at the University of Toronto will try to prevent any damage by keeping the database virus free.

#### 11. Government Law

This Agreement shall be governed by the law of the Canada applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of Canada therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

#### 12. Termination

Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease use of ADP database and destroy all copies of ADP database supplied under this Agreement.

## 13. Access Request

| Affiliation/Organization: | Position: |
|---------------------------|-----------|
| Purpose of use:           | Name:     |
| Date:                     |           |
| Signature:                |           |

| signee): |           |  |
|----------|-----------|--|
| Name:    | Position: |  |

List of potential researchers who will work on this database (same institute with whom the