

FandPLimitTool and MUMDesignTool

Software License Agreement

June 30, 2014

Unless otherwise noted, all documentation and software included in this FandPLimitTool and MUMDesignTool distribution is copyrighted by the FandPLimitTool and MUMDesignTool Development Team of the Ober Lab at the University of Texas at Dallas.

FandPLimitTool V1.2. Copyright ©2004-2014 Ober Lab. All rights reserved. MUMDesignTool V1.0. Copyright ©2011-2014 Ober Lab. All rights reserved.

This FandPLimitTool and MUMDesignTool distribution includes MATLAB[®] Component Runtime 7.15 which is copyrighted by The MathWorks.

MATLAB[®] . Copyright ©1984-2014 The MathWorks, Inc. All rights reserved.

1 Definitions

For the remainder of this document, the terms in bold listed below are to be understood as described.

LICENSEE: Refers to the individual requesting FandPLimitTool and MUMDesignTool .

LICENSOR: Refers to the FandPLimitTool and MUMDesignTool Development Team of the Ober Lab at UT Dallas.

SOFTWARE: Refers collectively to the application executable, documentation, and any other file provided to the LICENSEE as part of, and as a result of the installation of, this FandPLimitTool and MUMDesignTool distribution.

2 Terms & Conditions

The LICENSEE is granted permission to install and use the SOFTWARE provided that he or she agrees to the following terms and conditions:

1. The LICENSEE agrees that the SOFTWARE is provided as is WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including, but not limited to, the implied warranty of fitness for a particular purpose. The entire risk as to the quality and performance of the SOFTWARE is with the LICENSEE. Should the SOFTWARE prove defective, the LICENSEE assumes the cost of all necessary servicing, repair, or correction associated with the defect.

2. The LICENSOR makes no guarantees in any way, shape, or form on the correctness or reliability of the results the LICENSEE obtains from the use of the SOFTWARE. The LICENSOR is in no way liable for damages, including any general, special, incidental, or consequential damages arising out of the use or inability to use the SOFTWARE (including but not limited to loss of data or data being rendered inaccurate or losses sustained by the LICENSEE).
3. The LICENSEE agrees to use the SOFTWARE for non-profit purposes only. To explore the possibility of commercializing the SOFTWARE or incorporating the SOFTWARE as part of a commercial product, please contact the FandPLimitTool and MUMDesignTool Development Team by emailing us at wardlab@utsouthwestern.edu.
4. The LICENSEE agrees to acknowledge the use of the SOFTWARE in reports or publications of results obtained by using the SOFTWARE by citing the following papers as appropriate (sorted by date):
 - (a) A. Tahmasbi, S. Ram, J. Chao, A. V. Abraham, F. W. Tang, E. S. Ward and R. J. Ober, "Designing the focal plane spacing for multifocal plane microscopy," *Opt. Express*, 22: 16706-16721, 2014. **Cite for the software and for MUM**
 - (b) J. Chao, S. Ram, E. S. Ward, and R. J. Ober, "Ultrahigh accuracy imaging modality for super-localization microscopy," *Nat. Methods*, 10: 335-338, 2013. **Cite for electron multiplying CCD (EMCCD)**
 - (c) J. Chao, E. S. Ward, and R. J. Ober, "Fisher information matrix for branching processes with application to electron-multiplying charge-coupled devices," *Multidim. Sys. Sig. Proc.*, 23: 349-379, 2012. **Cite for EMCCD**
 - (d) A. V. Abraham, S. Ram, J. Chao, E. S. Ward and R. J. Ober, "Quantitative study of single molecule location estimation techniques," *Opt. Express*, 17: 23352-23373, 2009. **Cite for the software**
 - (e) J. Chao, S. Ram, A. V. Abraham, E. S. Ward and R. J. Ober, "A resolution measure for three - dimensional microscopy," *Opt. Commun.*, 282: 1751-1761, 2009. **Cite for 3D resolution**
 - (f) S. Ram, E. S. Ward, and R. J. Ober, "Beyond Rayleighs criterion: a resolution measure with application to single-molecule microscopy," *Proc. Natl. Acad. Sci. USA*, 103: 4457-4462, 2006. **Cite for 2D resolution**
 - (g) S. Ram, E. S. Ward, and R. J. Ober, "How accurately can a single molecule be localized in three dimensions using a fluorescence microscopy?" In *Imaging, Manipulation and Analysis of Biomolecules, Cells and Tissues II. SPIE International Symposium on Biomedical Optics (BiOS)*, 5699: 426-435, 2005. **Cite for 3D localization accuracy**
 - (h) R. J. Ober, S. Ram, and E. S. Ward, "Localization accuracy in single-molecule microscopy," *Biophys. J.*, 86: 1185-1200, 2004. **Cite for 2D localization accuracy**
5. The LICENSEE may not furnish the SOFTWARE or any part of the SOFTWARE to third parties. Any request for the SOFTWARE or any part of the SOFTWARE shall be redirected to the LICENSOR.
6. The LICENSEE will defend, indemnify, and hold harmless the Ober lab, and the institution UT Dallas with which it is affiliated, from and against any damages, liabilities,

costs and expenses arising out of the use of the SOFTWARE. The LICENSEE agrees to do the same for all individuals and entities in any way associated with the aforementioned organizations.

7. The LICENSEE will defend, indemnify, and hold harmless MathWorks and its Licensors, officers, directors, employees, agents and resellers from and against any damages, liabilities, costs and expenses (including reasonable fees of MathWorks' attorneys) arising out of the use of the SOFTWARE.
8. The LICENSEE agrees to abide by the terms of the MathWorks software license agreement pertaining to the use of the MATLAB Component Runtime (MCR). Please see the Deployment Addendum of the MathWorks software license agreement, which is included in this FandPLimitTool and MUMDesignTool distribution as the file MathWorksLicense.pdf.