

CORSMED TERMS & CONDITIONS

2020-11-18

These are Corsmed's general Terms & Conditions (hereinafter the "**Terms**") pursuant to which Corsmed (hereinafter also referred to as "we", "us" or "our") provides customers and users (hereinafter "you") access to our Services.

By using the Software or Services, You agree, without reservation to be bound by the terms of these Terms & Conditions. If You do not agree with the Terms, You may not use the Software or Services.

By accepting these Terms, you also accept our policies available on www.corsmed.com/legal.

1. DEFINITIONS

1.1 The following capitalized words and concepts shall within the Agreement, unless otherwise expressly stated or evident from the context, have the meanings given below:

Corsmed: Corsmed AB, with organisation number 559093-1779 and VAT number SE559093177901, registered on Kronobergsgatan 5 11238 Stockholm Sweden;

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information;

Documentation: the documents made available online or in other form to the Customer by Corsmed which sets out a description of the Services;

Demo Version: the limited version of the Software, for the sole purpose of testing and evaluation. The Demo Version may be limited in features, functionality, permitted term and/or logged in time;

Full Version: the License for the Software for the term specified on the invoice when You purchased the License or in any applicable agreement concerning the purchase of the License (as stand-alone product or as part of a subscription) to Use the Software;

License: a non-exclusive, non-transferable, limited, and revocable License to Use the Demo Version or Paid Version of the Software, further defined under section 3.1-3.4 of the Terms;

Subscription Term: the term and time set out in the invoice or other purchasing agreement, or in case of a Demo Version, the time set out by Corsmed;

Services: the subscription services, utilising the Software, provided by Corsmed to You under these Terms via education.corsmed.com or any other website notified to You by Corsmed;

Software: Corsmed's online software application/platform provided as part of the Services, available as Demo Version or Full Version;

Use: the access, usage or benefit from using the Software or Services in accordance with the Documentation;

Virus: any device or thing (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer or telecommunications service, equipment, software, hardware or network including worms, trojan horses and other similar things or devices;

You: you, the final and ultimate user of the Software and/or Services or the authorized representative of a company or other legal entity that will be the (or one of the) final and ultimate user of the Corsmed MRI Simulator, and the company or other legal entity that will be the final and ultimate user of the Corsmed MRI Simulator, if applicable;

2. GENERAL

- 2.1 These Terms apply to any Licenses granted to You by Corsmed for the Use of the Software.
- 2.2 By using the Software in either the form of a Demo Version or the Full Version, You agree and enter to these Terms with Corsmed.
- 2.3 These Terms may be modified from time to time. Corsmed will notify you of such modifications on its website or otherwise, e.g. by using the email address used for your account.

3. LICENSE

- 3.1 Corsmed grants You a non-exclusive, non-transferable, limited, revocable License to Use the Software in accordance with these Terms. Corsmed reserves all rights not expressly granted to You.
- 3.2 Your License, whether through a Demo Version or the Full Version, is personal and may not be shared with others.
- 3.3 Corsmed is and remains the owner of any intellectual property rights with respect to the Software and Services. You shall not acquire any ownership to the Software as a result of Your purchase or through any other Use of the Software or Services.
- 3.4 Corsmed may modify the Software at any time at its sole discretion and without notice to You, for example to comply with applicable law or a court order, to avoid a third-party infringement claim or to provide updates.

4. PERMITTED USE AND RESTRICTIONS

- 4.1 In order to be able to Use the Software, Your computer must have access to the internet and it must meet the system requirements described in the Documentation that can be found on our webpage.
- 4.2 Your License, whether a Demo Version or the Full Version, is personal and intended for You only. Licenses for the Demo Version and the Full Version may NOT be shared with others. Corsmed may revoke the License in case it is shared.
- 4.3 You shall Use the Full Version or Demo License version in accordance with applicable laws and You may therefore not:
 - (a) attempt to copy, modify, duplicate, adapt, translate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) or any parts thereof in any form, media or by any means; or

- (b) attempt to reverse compile, decompile, derive the source code, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Software; or
- (c) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- (d) use the Services and/or Documentation to provide services to third parties; or
- (e) License, sublicense, lend, sell, rent, lease, transfer, assign, distribute, redistribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Software and/or Documentation available to any third party; or
- (f) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation; or
- (g) use the Software for any unlawful or illegal activity, or to facilitate an unlawful or illegal activity; or
- (h) delete or alter any disclaimers, warnings, copyright, or other proprietary notices accompanying the Software; or
- (i) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services or any data that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive or otherwise illegal or causes damage or injury to any person or property.

4.4 Corsmed reserves the right, without liability or prejudice to its other rights to You, to disable Your access to any material that breaches the provisions of clause 4.3.

5. SERVICES

5.1 Corsmed shall, during the Subscription Term, provide the Services and make available the Documentation to You on and subject to these Terms.

5.2 Corsmed shall use commercially reasonable endeavours to make the Services available 24 hours a day during the Subscription Term.

5.3 Corsmed will, as part of the Services and at no additional cost to You, provide updates to the Software during the Subscription Term.

5.4 Corsmed will, as part of the Services and at no additional cost to You, provide the Customer with Corsmed's standard customer support services during normal business hours (CET 08.00-16.00) during the Subscription Term.

5.5 You acknowledge that if third-party service providers, such as Amazon or Google, suspends or interrupts its services to Corsmed, the Services will be suspended or interrupted accordingly. Corsmed is exempted from all responsibility and liability for any such interruption or suspension caused by such a third-party service provider.

6. CORSMED'S OBLIGATIONS

6.1 Corsmed undertakes that the Services will be performed substantially in accordance with the Documentation.

6.2 Notwithstanding clause 6.1, Corsmed:

- (a) does not warrant that Your use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by You through the Services will meet the Your; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledge that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7. YOUR OBLIGATIONS

You shall:

- (a) provide Corsmed with all necessary co-operation in relation to these Terms, and all necessary access to such information as may be required by Corsmed to provide the Services; and
- (b) comply with all applicable laws and regulations with respect to activities subject to these Terms; and
- (c) carry out all Your responsibilities set out in the Terms in a timely and efficient manner; and
- (d) ensure that Your network and systems comply with the relevant specifications provided by Corsmed; and
- (e) be solely responsible for procuring and maintaining Your network connections and telecommunications links from Your systems to Corsmed's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating Your network connections or telecommunications links or caused by the internet; and
- (f) shall keep a secure password for Your Use of the Services.

8. PROPRIETARY RIGHTS

8.1 You acknowledge and agree that Corsmed and/or its licensors own all intellectual property rights in the Services, Software, as well as the Documentation. Except if expressly stated herein, the Terms do not grant You any rights to, or in, patents, copyright, database rights, trade secrets, trade names, trademarks, or any other rights or licences in respect of the Services, Software or the Documentation.

8.2 Corsmed warrants that it has and will maintain all necessary rights, licences, consents, and permissions necessary for the performance of its obligations under the Terms.

9. CONFIDENTIALITY

9.1 Each party may be given access to Confidential Information from the other party to perform its obligations under these Terms. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or

- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 9.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Terms.
- 9.3 You acknowledge that details of the Services, and the results of use of the Services, constitute Corsmed's property which may be used by You during the Subscription Term.
- 9.4 The above provisions within section 9 of the Terms shall survive its termination.

10. MAINTENANCE AND SUPPORT

- 10.1 You will be entitled to receive Updates free of charge if you have an active Demo Version or a Full Version.
- 10.2 Updates are automatically implemented into the Software.
- 10.3 Any maintenance or support provided by Corsmed, including the provision of Updates, will be provided in an adequate way on an "as is" basis without any warranty, as soon as reasonably practicable, and subject to availability of personnel.

11. USE OF DATA

- 11.1 Corsmed and its subsidiaries may periodically collect and use technical and related data concerning the Software You have Licensed, including data about the version number of the Software You have used and about the system You have used the Software on. Corsmed will use such data to facilitate maintenance and support with respect to the Software, to improve its products and to provide further services or technologies to You.
- 11.2 Corsmed may process data of Your usage to verify that Your account is used only by You and is not being shared with others.
- 11.3 Corsmed may process personal data with respect to You, if and to the extent necessary to provide the software, to provide maintenance and support to You with respect to the Software, and to comply with its obligations under these Terms.
- 11.4 To the extent Corsmed will process personal data, it will comply with its obligations under applicable data protection law. Please see our policies on www.corsmed.com/legal for more details on how we process Your personal data that Corsmed has collected and received.

12. DISCLAIMER

- 12.1 You Use the Software at Your own risk and the entire risk as to satisfactory quality, performance and accuracy is with You.
- 12.2 The Software and accompanying Documentation are provided on an "as is" and "as available" basis without warranty - express or implied - of any kind, and Corsmed specifically disclaims the warranty of fitness for a particular purpose. No oral or written advice given by Corsmed, its dealers, distributors, agents, or employees shall create a warranty or in any way increase the scope of this warranty and You may not rely upon such information or advice.

13. LIMITATION OF LIABILITY

- 13.1 The Subscription Term is limited and the parties agree that Corsmed's total aggregated financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) whether in tort, contract or otherwise in relation to You shall be limited to the total fees over the last 12 months paid by You to Corsmed.
- 13.2 Corsmed and any third party that has been involved in the creation, production, or delivery of the Software are under no circumstances liable for consequential or indirect damages (including damage for loss of profit, business interruption, loss of data, and the like arising out of the Use or inability to Use the Software or Services).
- 13.3 Except as expressly and specifically provided in these Terms:
- (a) You assume sole responsibility for results obtained from the Use of the Services and the Documentation, and for conclusions drawn from such Use. Corsmed shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Corsmed by the Customer in connection with the Services, or any actions taken by Corsmed at Your direction;
 - (b) all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
 - (c) the Services, the Documentation and the results obtained are provided as educational tools to the Customer on an "as is" basis and are in no way designed or intended to be used for clinical or medical purposes.

14. TERM AND TERMINATION

- 14.1 These Terms will continue to be in force until the expiry or termination of Your License to the Full Version or the Demo Version.
- 14.2 The Full Version and Demo Version will terminate automatically at the end of the applicable License term, unless renewed prior to the end of the applicable License term.
- 14.3 Corsmed is entitled to terminate the Full Version or the Demo Version during the License term with immediate effect and without prior notice in the event You fail to comply with the Terms, in the event You fail to pay Your (subscription) fee within the applicable payment term, or in the event Corsmed is required to do so by law or an order of a court of competent jurisdiction or by any regulatory or administrative body.
- 14.4 Upon termination of the Full Version or the Demo Version, You may no longer access the Services and all rights and licences granted to use the Software or Services under this agreement shall immediately terminate. Furthermore, You shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to Corsmed.
- 14.5 You acknowledge that the provisions of these Terms, which by their nature are intended to survive termination (including 8.1, 3.3 and 4.3), will remain in effect after termination of these Terms.

15. WAIVER

15.1 No failure or delay by a party to exercise any right or remedy provided under the Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16. ASSIGNMENT

16.1 You shall not, without the prior written consent of Corsmed, assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this agreement. Corsmed may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this agreement.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 This agreement shall be governed by the substantive law of Sweden. Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination, or invalidity thereof, shall be finally settled by Swedish general courts.