

End User License Agreement for Sectra Education Portal

1. Introduction

- 1.1 Sectra Medical Education AB ("**Sectra**") is the owner of a cloud-based software application featuring a medical content library and certain specialized software tools for education and training purposes ("**EP**").
- 1.2 This End User License Agreement ("**EULA**") governs all use of the EP.
- 1.3 By accepting this EULA or using EP you, agree to fully comply with this EULA.

2. Restricted License

- 2.1 The account provided to access EP is intended for individual use only. Each user is responsible for maintaining the confidentiality of the login credentials. Sharing the account information with others or allowing others to use the account is strictly prohibited and may result in immediate termination of access. Sectra retains all ownership and intellectual property rights to EP.
- 2.2 The License is conditioned upon the Customer having paid the license fee agreed between Sectra (respectively its duly appointed distributor) and the Customer.
- 2.3 You may not use EP for any other purpose than teaching and training purposes for your own institution.
- 2.4 The EP may not be used by any legal entity other than you, i.e. the legal entity having agreed to comply with the EULA. You are prohibited from assigning any rights under the License to any third party.
- 2.5 You may not use EP for rental, timesharing, subscription service, hosting, or outsourcing; remove or modify any program markings or any notice of Sectra's proprietary rights; make the EP available in any manner to any third party.
- 2.6 You are not permitted to reverse engineer, disassemble, decompile or redistribute the EP or to remove components that is originally installed by Sectra.
- 2.7 Sectra may terminate the License with immediate effect if you breach any obligations stated in this EULA.
- 2.8 At the termination of the EULA, You shall discontinue use and destroy or return to Sectra (or to Sectra's distributor) any copies of documentation or software included in the EP.
- 2.9 Sectra is entitled to audit your use of the EP. You shall provide reasonable assistance and access to information in the course of such audit. You are not entitled to any compensation for its costs incurred in connection with the audit.
- 2.10 Importing non-anonymized images might violate data protection and privacy laws. All cases imported to Sectra Education Portal must therefore be anonymized. You are responsible for all images that you import and that you have received relevant authorization to do so. Anonymization should be irreversible and done in such a way that it is impossible to identify the data subject.

3. **Limitation of liability**

- 3.1 Sectra does not provide the End user with any warranty, express or implied, in relation to the EP.
- 3.2 Sectra shall have no liability to the End user for any indirect or consequential damage.

4. **Applicable law and disputes**

- 4.1 This EULA shall be governed by Swedish law.
- 4.2 Any dispute, controversy or claim arising out of or in connection with this EULA, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be in Stockholm. The language to be used in the arbitral proceedings shall be English.

5. **Personal Information**

- 5.1 We store the following identifiable information

- Given name & Family Name
- Username
- Email address
- Institution

5.2 **How we collect the personal information**

Most of the personal information we collect is provided to us directly by you.

5.3 **Purpose for collecting your personal information**

Sectra collects your personal information (See details in 5.1) to enable administration and to gather insights in the usage of EP. Sectra also uses your personal information to make sure that the system can effectively give you access to all parts of EP available to you in accordance with your subscription. This is needed to fulfil our part of this agreement.

5.4 **How we store your personal information**

We keep your personal information (see 5.1) until your subscription ends. Sectra is storing the personal information in EU servers in Microsoft Azure.

The data is processed by Sectra staff only. We will not share your personal data with any third party without your consent, except in cases where we are obliged by law, to protect our rights, or to comply with legal requirements.

5.5 End User Rights

Under data protection law, you have following rights including:

Your right of access - You have the right to ask us for copies of your personal information.

Your right to rectification - You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.

Your right to erasure - You have the right to ask us to erase your personal information in certain circumstances.

Your right to restriction of processing - You have the right to ask us to restrict the processing of your personal information in certain circumstances.

Your right to object to processing - You have the right to object to the processing of your personal information in certain circumstances.

Your right to data portability - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request, we will respond within one month to you.

Please contact us at educationportal@sectra.com if you wish to make a request.

5.6 Questions and Complaints

If you have any concerns or questions about our use of your personal information, you can make a complaint to us at educationportal@sectra.com or the Sectra Data Protection Officer at DPO@sectra.com.

You can also complain to your local data protection authority if you are unhappy with how we have used your data.

If you don't agree to the terms of this EULA contact Sectra and we will delete your account and all your personal information.