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. You also confirm that you have read our <u>Privacy notice</u> concerning Sectra's processing of your personal data.

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.

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