

Terms and conditions for research usage of Segment software

This document presents the terms and conditions for using Segment (the “Software”) for academic research purposes. Under this agreement the user is granted a non-exclusive non-transferable Software license provided by Medviso AB, without the right to sub-license. By using the Software the user accept the terms and conditions set out in this agreement.

Agreement terms

The software Segment is freely available for academic research purposes provided that you cite relevant publications about the software according to <http://medviso.com/how-to-refer/>. Please send full bibliographic information (such as Pubmed link) of your final work when published or accepted for publication to support@medviso.com.

Definition of academic research usage

We define academic research purposes as projects where the funding to the major part comes from governmental funds or donations. If answer for the examined patient is written back to the referring doctor this is considered to be clinical use and is not covered by academic research purposes. For usage not covered by academic research purposes, such as industry sponsored clinical trials, clinical or pre-clinical usage, Medviso provides commercial Software licenses.

Software usage

The user is responsible for all assessments, decisions and actions taken as a result of the use of the Software. The Program is free of charge and provided to the licensee on an as is basis. There is no warranty for the Program. The entire risk as to the quality and performance of the Software is with the user. Medviso reserves the right to monitor the License server connection from the licensed Software by user to prevent unauthorised use of the Software.

Limitation of Software usage

The user shall not have the right to distribute any part of the Software and nothing in this Agreement shall be construed as granting to user the right to market, sell or otherwise distribute the Software, in whole or in part. User warrants that it will not sell, license, lease, rent, loan, lend, transmit, network or otherwise distribute or transfer the Software in any manner to any third party. If the user violates this agreement, the user is no longer allowed to use the Software.

Changes to this Agreement

The current version of this Agreement is to be found on the Medviso website <http://medviso.com/documents/segment/segmentresearchagreement.pdf>. The usage of the Software expresses consent with the current Agreement.

Data privacy

The user’s personal information will be processed according to Medviso Privacy policy found at our website <http://medviso.com/privacy-policy/>.

Limitation of liability

To the fullest extent permissible by applicable law, Medviso shall not be liable for any indirect, exemplary, special, consequential or incidental damages of any kind under or in connection with this Agreement, or the user’s use of the Software.

Governing law and jurisdiction

This Agreement shall be governed by the laws of Sweden. Any dispute shall be submitted to the exclusive jurisdiction of the courts of the registered office of Medviso.