

# General Terms and Conditions

Last updated: October 23, 2025

These General Terms and Conditions (the “**Terms**”) form a binding agreement between you as a customer (“**Customer**”) and Corsmed AB (“**Corsmed**”) regarding access to and use of Corsmed’s Services, as described below. Each of Corsmed and the Customer may be referred to individually as a “**Party**” and jointly as the “**Parties**.”

These Terms, together with the applicable Order Confirmation(s) and any other documents referenced herein, collectively constitute the “**Agreement**” between the Parties. The Agreement sets out both the overall contractual duration (the “**Agreement Term**”) and the specific period(s) during which the Customer and its Authorized Users may access and use the Services (each an “**Access Period**”).

For the purposes of these Terms, an “**Order Confirmation**” means any written or electronic confirmation issued by Corsmed of an order, amendment, renewal, or other addition requested by the Customer. This includes confirmations of orders placed through a signed order document (an “**Order Form**”), via the Corsmed website, by email, or through any online purchase or sign-up process. Each Order Confirmation specifies the applicable Fees, scope, Access Period(s), billing frequency, and other commercial details for the confirmed order. For the avoidance of doubt, all extensions and requests from the Customer must be approved by Corsmed to take effect.

For the avoidance of doubt, any subsequent Order Confirmation issued during the term of the Agreement shall form part of the same Agreement unless expressly stated otherwise. The Agreement Term commences on the Start Date set out in the initial Order Confirmation or, where the Customer purchases or activates access through an online process, upon completion of such purchase or activation. The applicable Access Period, scope of access, and Fees shall in each case be as specified in the relevant Order Confirmation.

## 1 The Services

### 1.1 The Services

Corsmed offers an educational MRI simulation software platform for the purpose of facilitating the education of current and future MRI personnel, such as students, radiographers, technologists, radiologists, engineers, researchers and healthcare professionals (the “**Services**”). The Services are described in Corsmed’s current service and product documentation, as available from time to time on Corsmed’s website or otherwise communicated by Corsmed in writing. The Customer can access the Services through Corsmed’s web application and associated online interfaces made available by Corsmed from time to time.

The scope and features available under each user license may vary depending on the license type or user role (e.g., student, teacher, or administrator), as specified in the applicable Order Confirmation or service description.

Corsmed shall deliver the Services to the Customer in accordance with the applicable Order Confirmation and these Terms, using reasonable skill and care customary for similar services.

## 2 Subscription and Access to the Services

### 2.1 Subscription scope and fees

The Customer's subscription for the Services, including the number of licenses (where applicable), applicable Fees, and the duration of the Agreement Term and relevant Access Period(s), shall be as specified in the applicable Order Confirmation. For the avoidance of doubt, the initial Order Form or first Order Confirmation typically establishes the commercial and structural basis of this Agreement, while any subsequent Order Confirmations supplement it with additional or modified subscriptions.

### 2.2 License adjustments and additional purchases

The Customer may request adjustments to the number of active user licenses for upcoming Access Periods, in accordance with the notice and minimum-volume requirements stated in the applicable Order Confirmation. Any downward adjustment is subject to the agreed minimum license volume (if any).

The Customer may also purchase additional user licenses or credits during an ongoing Access Period. Such additions shall become binding upon Corsmed's Order Confirmation and shall form part of this Agreement, subject to these Terms and the commercial conditions specified in the respective Order Confirmation.

### 2.3 Access and use of the Services

During the term of this Agreement, and subject to the Customer's compliance with these Terms, Corsmed grants the Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services. For the avoidance of doubt, the Customer may use the Services solely for the Permitted Use as described below, in accordance with this Agreement and any documentation as from time to time provided by Corsmed.

To gain access to the Services, the Customer must designate an administrator for its Corsmed account. Where the Customer is an organization, the administrator will have the ability to provide Corsmed with a list of employees, consultants, contractors and/or students within the Customer's organization ("**Authorized Users**") for whom Corsmed will create individual accounts to use the Services within the Customer's workspace. Where the Customer is an individual, the Customer will serve as the sole administrator and user of the account. Each user license is personal and may not be shared, transferred, or used by more than one individual. Account sharing or simultaneous use by multiple users under a single license constitutes a material breach of this Agreement.

## 3 Customer Responsibilities

### 3.1 Permitted use

Notwithstanding any other rights or obligations set out in this Agreement, the Services may only be used by the Customer and its Authorized Users for educational and training purposes (the "**Permitted Use**"). Any use of the Services outside the Permitted Use shall be deemed a material breach of this Agreement.

For the avoidance of doubt, the Customer and its Authorized Users are strictly prohibited from using the Services for:

- Research purposes (including academic or clinical research),
- Clinical or diagnostic use,

- Commercial exploitation (including for the avoidance of doubt resale, sublicensing, providing paid training to third parties, or using the Services as part of a commercial offering), unless expressly agreed between the Parties in writing, or
- Any use that could reasonably be construed as providing medical advice or clinical guidance.

### 3.2 Customer obligations

The Customer agrees to:

- a) provide Corsmed with necessary co-operation in relation to this Agreement, and all necessary information as may be required by Corsmed in order to provide the Services;
- b) ensure that only the Customer and its Authorized Users use the Services and that all Authorized Users comply with the Terms, applicable laws as well as any instructions regarding the use of the Service as provided by Corsmed from time to time, and the Customer shall be liable for any breach of these Terms by its Authorized Users; and
- c) maintain the security of account credentials and to promptly report to Corsmed any suspected unauthorized access to, or use of, its accounts.

The Customer may not:

- a) access, use, or analyze any part of the Services for the purpose of developing, training, or providing any product, service, simulation, or educational content that competes, directly or indirectly, with Corsmed's offerings, or to otherwise benchmark or replicate the functionality, features, or performance of the Services;
- b) unless otherwise agreed in writing between the Parties, license, sell, rent, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services or parts of it available to any third party except the Authorized Users;
- c) copy, modify, reverse engineer, decompile, create derivative works from, or otherwise attempt to identify, discover, or obtain any source code, underlying algorithms, or technical information of the Services, except to the extent expressly permitted by law; or
- d) access, upload, store, or transmit any viruses, malicious code, spam, or material that is unlawful, abusive, obscene, harmful or otherwise inappropriate.

If the Customer or any of the Authorized Users violate these Terms or use the Services in a way that, in Corsmed's reasonable opinion, is harmful to Corsmed or any third party, Corsmed is, without prejudice to Corsmed's other rights and remedies under this Agreement or applicable law, entitled to restrict or block the Customer's access to the Services .

## 4 Fees and Payment Terms

### 4.1 Fees

For the Services provided under this Agreement, the Customer shall pay the fees specified in the applicable Order Confirmation (the "**Fees**"). All Fees shall be paid in advance for the applicable Subscription Period (or other agreed billing period), unless otherwise stated in the Order Confirmation. All Fees are quoted exclusive of value added tax (VAT) and other additional taxes and charges. Access to the Services is conditional upon successful payment.

For credit-based subscriptions, the applicable Fees correspond to the number of purchased Credits as specified in the applicable Order Confirmation. Unused Credits expire at the end of the applicable Access Period unless otherwise agreed in writing. For online purchases without an Order Form, the Fees, billing frequency and applicable taxes are as displayed at the time of purchase.

## 4.2 Payment terms

The Customer may choose to pay the applicable Fees either by invoice or by credit card.

- **Invoice payments.** If the Customer chooses to pay by invoice, Corsmed shall issue the invoice in advance of the applicable Access Period (or other agreed billing period). All invoiced payments shall be made within 15 days from the invoice date.
- **Credit card payments.** If the Customer chooses to pay by credit card, an additional processing fee of 3 % will apply. The Fees (including the aforesaid processing fee) will be charged in advance at the beginning of each Access Period (or other agreed billing period), as set out in the Order Confirmation. For online purchases, payment shall be due immediately upon the purchase or activation of access to the Services. By selecting credit card payment, the Customer expressly authorizes Corsmed to automatically charge the designated credit card in accordance with the chosen subscription plan. If a credit card transaction is declined or reversed, the Customer remains liable for the full amount due and will be invoiced accordingly.

## 4.3 Late payments

Any late payment shall accrue interest at a rate of eight (8) percent per annum, together with applicable reminder fees and reasonable collection costs, until payment is made in full. Corsmed may, at its discretion, suspend or limit the Customer's access to the Services in case of overdue payments, without prejudice to any other rights or remedies available under this Agreement or applicable law.

## 4.4 Fee adjustments

Corsmed may adjust recurring subscription Fees as follows:

- For Agreements with a defined Agreement Term (as stated in the applicable Order Confirmation), the Fees shall remain fixed for the duration of that term, unless otherwise expressly agreed in writing between the Parties. The same applies to credit-based purchases during a defined Agreement Term. Any new pricing for subsequent purchases will be specified in the applicable Order Confirmation.
- For subscriptions without a defined Agreement Term (such as online purchases or monthly billing plans), Corsmed may adjust the Fees by giving the Customer at least one (1) month's prior written notice before the new Fees take effect. If the Customer does not accept the adjustment, either Party may terminate the Agreement in accordance with Section 10.2 such termination to take effect at the end of the then-current Access Period.

# 5 Intellectual Property

## 5.1 Corsmed's intellectual property

Ownership of all intellectual property rights related to the Services, the underlying software, technical platform and any derivatives, enhancements, or improvements thereof (together, "**Corsmed IP**") vest exclusively in Corsmed and, as applicable, its suppliers or licensors. Nothing in the Agreement shall be

construed as transferring or assigning any title or ownership of any Corsmed IP from Corsmed to the Customer.

## 5.2 Educational Content

The Services include educational and learning materials made available through the Services ("**Educational Content**"). All rights, title, and interest in and to the Educational Content are owned by Corsmed or, as applicable, by Corsmed's licensors or other third-party rights holders.

The Customer and its Authorized Users are granted a limited, non-exclusive, non-sublicensable, non-transferable license to adapt and customize the Educational Content for their internal training and educational purposes within the scope of the Services. Any modifications or adaptations of the Educational Content shall not affect underlying ownership, and all rights in such modified Educational Content shall vest in Corsmed or, as the case may be, Corsmed's licensors or other third-party rights holders.

## 5.3 Service data

All know-how, analytics, usage data, and insights derived from the operation and use of the Services, including aggregated and anonymized data (such as usage logs, performance metrics, and educational insights), shall be owned exclusively by Corsmed. Corsmed may freely use such data for the purposes of operating, maintaining, developing, and improving the Services, provided that no Customer Material (as defined below) or personal data is disclosed in a non-anonymized form to any third party without the Customer's consent.

## 5.4 Feedback

The Customer and its Authorized Users may from time to time provide Corsmed with suggestions, comments, ideas, or other feedback relating to the Services ("**Feedback**"). Corsmed shall be entitled to use such Feedback without restriction and without any obligation of compensation, attribution, or acknowledgement to the Customer.

## 5.5 Use of Customer trademarks

During the term of this Agreement, Corsmed shall have the non-exclusive, non-transferable, and royalty-free right to use Customer's name, trademarks, and logos for performing its obligations under this Agreement and for marketing purposes, including identifying Customer as a user of the Services.

# 6 Customer Material

## 6.1 Ownership

The Services include features where the Customer and its Authorized Users can upload and/or create documents, files, images, and other similar material, as well as any original and independently created Educational Content ("**Customer Material**"). The Customer retains all rights, title and interest in and to the Customer Material. For the avoidance of doubt, Customer Material shall not include any Corsmed Educational Content, nor any content that constitutes an adaptation, modification, or addition to Educational Content, even if such content is uploaded or otherwise incorporated into the Services by the Customer. Any such adaptations, modifications, or additions shall form part of the Educational Content and remain the sole property of Corsmed or its licensors in accordance with Section 5.2.

## **6.2 License to Corsmed**

The Customer grants Corsmed a worldwide, non-exclusive, royalty-free, irrevocable and perpetual license to use, process, display, copy, store, analyze and anonymize Customer Material as necessary to (i) provide the Services; (ii) operate, maintain, and support the Services; and (iii) develop and improve the Services.

For the avoidance of doubt, such license includes the right for Corsmed to use anonymized and aggregated Customer Material to generate insights, improve the Services, and develop new features, including in ways that benefit Corsmed's other customers, provided that any such use complies with applicable data protection laws and does not disclose Customer Material in an identifiable form.

## **6.3 Customer warranties**

By providing Corsmed with Customer Material, the Customer warrants that: (i) it owns the Customer Material or has authorization to use it; and (ii) the Customer Material does not violate any laws or infringe third-party intellectual property or other rights. Corsmed assumes no responsibility for any Customer Material uploaded in violation of this provision. Corsmed reserves the right to remove any Customer Material if it comes to Corsmed's attention, or if Corsmed reasonably believes, that the Customer Material uploaded to the Services violates any laws or third-party rights, is abusive, harmful or otherwise inappropriate.

# **7 Limited Warranty and Liability**

## **7.1 Limited warranty**

Except for any explicit warranties provided herein, Corsmed disclaims all other warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. The Services are provided "as-is" and Corsmed makes no representations or warranties regarding their accuracy, reliability, or completeness.

For the avoidance of doubt, the Services are educational and training tools only and are not designed, intended, or warranted for clinical or medical use, including but not limited to diagnosis, treatment planning, patient care, or any other purpose that could reasonably be construed as providing medical advice or clinical guidance.

The Customer assumes full responsibility for its use of the Services, including but not limited to any results and outcomes thereof.

## **7.2 Limitation of liability**

Neither Party shall be liable for any indirect, special, incidental, or consequential damages, such as loss of profit or data, arising from the use or performance of the Services, or any non-performance under this Agreement. Each Party's liability for each year is capped at an amount equal to the total Fees paid or payable by the Customer to Corsmed under this Agreement during the preceding twelve (12) months. Despite the limitations set forth in this Section 7.2, neither Party shall be exempt from liability for gross negligence, wilful misconduct, or any other liability which cannot be excluded or limited under applicable law. Customer's liability for (a) payment of Fees, (b) infringement or misappropriation of Corsmed's intellectual property rights, and (c) breach of its confidentiality obligations shall not be subject to the limitation of liability set out in this Section.

### 7.3 Trial access etc

For any access to the Services provided without monetary payment, including but not limited to free user accounts, trial access, marketing collaborations, or promotional licenses, Corsmed's obligations are limited to providing temporary access as described in a separate Order Confirmation. Such access may be suspended or terminated by Corsmed at any time, without notice and without any liability towards the Customer or user. Corsmed's liability for any free or promotional access shall be limited to cases of gross negligence or wilful misconduct. No refund, service commitment, or compensation shall apply to such access.

## 8 Personal Data Processing

In the course of providing the Services, Corsmed may process certain personal data on Customer's behalf, with Customer being the data controller and Corsmed the data processor within the meaning of the EU General Data Protection Regulation (GDPR). The terms governing such processing are set out in Corsmed's data processing agreement ("**DPA**"), which is made available on Corsmed's website. The DPA shall automatically form part of and be deemed incorporated into this Agreement.

In connection with providing, maintaining and developing the Services, as well as managing the overall customer relationship, Corsmed also processes certain personal data as a data controller. This includes personal data requested in the registration form, such as e-mail address, password, and company billing information. Such processing is carried out in accordance with Corsmed's privacy policy, available at Corsmed's website from time to time.

## 9 Availability and Support

### 9.1 Availability

**Service availability.** Corsmed will use commercially reasonable efforts to make the Services available to the Customer 24 hours a day, seven (7) days a week. However, the Services are provided "as is" and Corsmed does not warrant that the Services will be uninterrupted or error-free.

**Maintenance, changes, and updates.** Corsmed continuously develops the Services and may perform maintenance, updates, and modifications to the Services from time to time. Corsmed shall be entitled to update, amend, and modify the Services. Notwithstanding the foregoing, Corsmed will try to provide reasonable notice to the Customer of any scheduled maintenance.

**Interruptions not caused by Corsmed.** Corsmed is not liable for the unavailability of the Services caused by Customer's actions or use of the Services in conflict with the Agreement or Corsmed's instructions. Neither is Corsmed liable for late access to the Services due to external attacks causing viruses or harm despite Corsmed having applied industry-standard protection mechanisms, nor by disturbances in internet or cloud provider infrastructure, or other failures caused by the unavailability of a third-party service.

### 9.2 Support

Corsmed provides support from Monday to Friday during business hours (CET 09.00-17.00), excluding any public holidays in Sweden, which the Customer reaches by email to [support@corsmed.com](mailto:support@corsmed.com) or by chat within the Services.

## **10 Term and Termination**

### **10.1 Agreement term**

This Agreement enters into force on the Start Date specified in the applicable Order Confirmation and shall remain in force for the duration of the Agreement Term (if any) or, for ongoing subscriptions without a fixed term, until terminated in accordance with this Section 10.

### **10.2 Termination of the Agreement**

For Customers whose Agreement is governed by an Order Confirmation specifying a fixed Agreement Term, the Agreement shall remain binding and non-terminable for that fixed term, unless terminated earlier in accordance with this Section 10. Any notice of termination must be given in writing at least two (2) months prior to the expiry of the then-current Agreement Term.

For Customers purchasing or activating the Services online without a fixed Agreement Term (typically individual users on a recurring billing plan), either Party may terminate the Agreement at any time, effective at the end of the then-current billing period. Termination notices may be submitted electronically through the account interface or by written notice.

Corsmed may also terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer (i) is unable to pay its debts when due, admits inability to pay its debts, becomes insolvent, enters into composition proceedings, files for bankruptcy, or is subject to any analogous process; or (ii) uses the Services in a manner that materially infringes Corsmed's intellectual property or violates the Permitted Use in a way that creates material risk for Corsmed or any third party.

### **10.3 Access Periods (renewal, non-renewal)**

Each subscription's Access Period shall be as set out in the applicable Order Confirmation. At the end of each Access Period, the same number of active user licenses (or equivalent credit access rights) as held during the most recent twelve-month service term shall automatically renew for a corresponding Access Period, unless otherwise agreed in writing between the Parties. For individual users on recurring billing plans, the selected license will continue until terminated in accordance with Section 10.2. Any changes to license volume for the upcoming Access Period must be notified in writing no later than two (2) months before the end of the current Access Period, unless otherwise agreed in writing between the Parties. For cohort-based subscriptions, Access Periods may vary between cohorts and follow the schedules separately agreed between the parties in writing. For credit-based subscriptions, credits are activated and consumed as set out in the Order Confirmation; automatic renewal does not apply to one-off credit purchases unless expressly stated therein.

### **10.4 Customer's right pursuant to EU Data Act**

This Section 10.4 and the specific provisions in Section 10.5 below only apply to Customers established in the EU/EAA or otherwise subject to the Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 ("**Data Act**").

Notwithstanding what is otherwise stated above, and in accordance with the Data Act, the Customer shall have the right to request the transfer of its data to another provider or to have its data deleted, at any time, subject to two (2) months' written notice to Corsmed. Corsmed shall provide reasonable assistance to support the data transfer or deletion process.



Corsmed may charge the Customer fees for the transfer and/or deletion of the data only to the extent permitted under the Data Act, including reasonable direct costs incurred by Corsmed due to such transfer and/or deletion. Additionally, if the Agreement is terminated early pursuant to the Customer's enforcement of its rights under the Data Act, the Customer shall compensate Corsmed for any non-recoverable costs related to the remaining term of the Agreement and any other reasonable costs directly resulting from the early termination. Corsmed shall provide an itemized invoice within 14 days of receiving the termination notice, and the Customer shall pay the invoiced amount within 15 days of the invoice date.

### **10.5 Effects of termination**

Upon termination of this Agreement: (a) all then-active subscriptions shall remain in effect until the end of their respective current terms, unless terminated earlier in accordance with this Agreement, provided that this Agreement shall continue to apply to such subscriptions for the duration of their remaining term; if the Agreement has been terminated with immediate effect pursuant to Section 10.2, all subscriptions and access rights shall cease immediately; (b) access to the Services shall cease upon the effective termination date applicable to each subscription or credit-based usage period; (c) fees already paid are non-refundable unless expressly stated otherwise; and (d) Sections intended by their nature to survive (including, without limitation, Intellectual Property, Confidentiality, Data/Feedback, Limitations of Liability, and Governing Law/Dispute Resolution) shall survive termination. In case of Corsmed's termination for cause, no refund of any Fees shall be made, and the Customer shall remain liable to pay all Fees that are payable for the remainder of the Agreement Term (if any). The aforesaid is without prejudice to Corsmed's other rights and remedies under this Agreement or applicable law.

If requested by the Customer within two (2) months from the last effective day of the Agreement, Corsmed will return to the Customer (or otherwise make available functionality for the Customer to download) a copy of the Customer's data in a commonly used, machine-readable format.

## **11 Miscellaneous**

**11.1 Entire agreement and order of precedence.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions and agreements between the Parties relating to the matters dealt with herein. In the event of any inconsistency between these Terms and an applicable Order Confirmation, the terms of the Order Confirmation shall prevail.

**11.2 Confidential information.** The Parties agree to treat all non-public information of the other Party, including such non-public information made available on or through the Services, as confidential and not to use such confidential information for any purpose other than for use of the Services and performing their obligations under these Terms. Neither Party may disclose confidential information of the other Party to any third party without the prior consent of the providing Party, except as may be reasonably required to fulfill these Terms provided that such third party is bound by confidentiality obligations. The confidentiality undertaking in this Section 11.2 shall remain in force for two (2) years after termination of the Services, except for trade secrets, which shall be protected without limitation in time.

- 11.3 Unforeseen events.** Corsmed shall not be liable for failure or delay in providing the Services or performing any other obligations under these Terms if such failure or delay is due to circumstances beyond Corsmed's reasonable control.
- 11.4 Governing law and dispute resolution.** This Agreement shall be governed by the substantive law of Sweden, excluding any conflict of laws principles. 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 arbitration administered by the Stockholm Chamber of Commerce Arbitration Institute (the "**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm and the language to be used in the arbitration proceedings shall be English.
- 11.5 Unenforceability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 11.6 Assignment.** Neither Party may assign this Agreement to a third-party without the other Party's written consent, except that Corsmed may assign this Agreement without consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. For the avoidance of doubt, what is set out in this Section 11.6 does not restrict Corsmed's right to assign its right for payment under this Agreement to a third-party.
- 11.7 Change of control.** In the event of a change of control of Corsmed (including but not limited to a merger, acquisition, sale of substantially all assets, or change in ownership of more than fifty percent (50%) of Corsmed's voting securities), Corsmed may, at its sole discretion, continue this Agreement under the new ownership or terminate this Agreement by giving the Customer sixty (60) days' written notice. If Corsmed elects to terminate the Agreement pursuant to this provision, the Customer shall be entitled to a pro-rated refund of any prepaid Fees for the unused portion of the then-current Access Period, and such termination shall not constitute a breach of this Agreement by either Party.
- 11.8 Changes to the Terms.** Corsmed may update these Terms from time to time by posting an updated version to the website, whereupon such changes will become effective. The Customer is responsible for reviewing the changes and understanding their implications.