

Additional Terms & Conditions concerning the access to CAD4COVID

CAD4COVID has been developed by Thirona B.V. , in cooperation with its affiliate (sister) company Delft Imaging Systems B.V., both located in the Netherlands. These terms and conditions are an addendum to Thirona's terms and conditions, privacy statement, and CAD4COVID processing agreement.

1) Intended only for non-commercial use

- a. The recipient is forbidden from distributing or reselling CAD4COVID. Any CAD4COVID Cloud account that is set up is uniquely made for a specific healthcare facility and its designated users and should not be shared without written permission of Delft.

2) The scope of usability for CAD4COVID

- a. CAD4COVID is a tool to help inform the triage of COVID-19 cases.
- b. It should not be used to diagnose or determine clinical decisions

3) Confidentiality

- a. The recipient recognizes that all technical documentation and information provided by Thirona and its affiliates is confidential information. The recipient is prohibited to share this information with third parties or to use it for other means than the intended transaction.

4) Publications

- a. CAD4COVID has been developed in support of the global health crisis and is not intended to be a final product; it will continuously be optimized for the benefit of the end-user. Should there be an intention to publish about the CAD4COVID solution by the recipient, please first inform Thirona at info@thirona.eu.

5) Intellectual Property

- a. All documentation and software products delivered by Thirona and its affiliates, is and shall remain the exclusive intellectual property of Thirona and its affiliates. Any software distributed by Thirona provides the recipient with a non-exclusive and non-transferrable, limited license. The recipient has no right to copy any software or related documentation without written authorization from Thirona. Failure to respect the intellectual property rights of Delft will leave the recipient subject to prosecution under Dutch law.

6) The certification of CAD4COVID

- a. CAD4COVID is built upon CE certified products (CAD4TB™ and LungQ™). CAD4COVID, however, is not a certified product. Validation of CAD4COVID is still being conducted in collaboration with academic institutes and hospitals globally.
- b. All users of CAD4COVID assume responsibility and risk of using CAD4COVID.
- c. CAD4COVID is subject to updates at any moment without explicit notice to users. Generated results might therefore differ over time.
- d. Under no circumstances shall Thirona, its contributors/employees or its affiliated organizations or its employees or anyone else involved in developing or maintaining CAD4COVID be liable for any direct, indirect, incidental, special or consequential damages, or profit loss that result directly or indirectly from the use or inability to use the CAD4COVID software – or that results directly or indirectly from mistakes, omissions, interruptions, deletion of files, viruses, errors, defects, or any failure of performance or unauthorized access.

7) Data and results

- a. As laid out in the CAD4COVID processing agreement, Thirona follows the Data Protection Act 1998, together with successor legislation incorporating GDPR. CAD4COVID Cloud is not a data storage facility, all uploaded data can be deleted without notice after 7 days. Resulting reports will be available for at least 3 months but we advise the user to download the generated reports (pdf format).