

## Evaluation agreement

We understand that You wish to evaluate the Demo version of the Cardio Classifier and the Documentation (both described below). By exercising the option to log-on to the Demo version of the Cardio Classifier you agree to be bound by the terms of this agreement.

### 1 Definitions

'Documentation' shall mean the literature and/or data supplied with the Software as the Demo input.

'Period of Demonstration' shall mean the period of time, from logging onto the Demo version of the Cardio Classifier web-site, during which You are permitted to use and evaluate the Software with the provided Documentation until You log out.

'Site' shall mean [www.cardioclassifier.org](http://www.cardioclassifier.org).

'Software' shall mean the Demo version of the Cardio Classifier to be licensed under this Agreement.

### 2 Software licence

2.1 Imperial College London and Royal Brompton and Harefield NHS Foundation Trust hereby grants You the non-exclusive right to use the Software for the purpose of evaluating the Software only during the Period of Demonstration at the Site.

2.2 You agree and undertake to use the Software and to undertake its evaluation without charge to You for the Period of Demonstration.

### 3 Licensee's obligations

3.1 During the Period of Demonstration You shall only use the Software solely with the provided Documentation for the purpose of evaluating the Demo version of the Cardio Classifier. For any other application please contact the Software providers and we can discuss usage and how to facilitate access ([cardioclassifier@gmail.com](mailto:cardioclassifier@gmail.com)).

3.2 The Licensee shall not attempt to:

(a) Use any data other than the Documentation in the Demo version of the Cardio Classifier;

(b) Subvert the security of the Software in any way;

(c) Screen scrape/bulk download the data or contents of the Software;

(d) Mine the content of the Software by automated high volume querying;

(e) Reverse engineer any parts of the Software;

(f) Reproduce the look, feel and contents of the Software in any way;

(g) Exploit the Software for financial gain, directly or indirectly.

#### **4 Confidentiality**

During and after the Period of Demonstration You shall treat the Software code, Documentation and all information concerning it which is either supplied to it or of which it becomes aware as confidential and accordingly shall not:

- (a) disclose any such information to any third party; or
- (b) disclose any such information to any employee who has not acknowledged in writing the confidentiality of such information; or
- (c) use any such information other than for the purpose of its own internal evaluation and testing of the Software except to the extent that such information is or becomes public knowledge other than through Your fault and shall at the request of Imperial College London and Royal Brompton and Harefield NHS Foundation Trust and at its own cost take such proceedings as may be necessary to preserve the confidentiality of such information.

#### **5 Intellectual Property Rights**

Copyright and all other intellectual property rights in the Software and the Documentation shall remain at all times the property of Imperial College London and Royal Brompton and Harefield NHS Foundation Trust and You shall acquire no rights in any such material except as expressly provided in this Agreement.

#### **6 Exclusion of warranty**

You acknowledge that during the Period of Demonstration the Software will be for test and evaluation purposes only, is being provided 'AS IS' without any warranty of any kind and is being tested and evaluated by You at Your own risk.

#### **7 General**

- 7.1 You may not assign its rights and obligations under this Agreement.
- 7.2 In the event that any or any part of the terms, conditions or provisions contained in this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted.

7.3 This Agreement shall be governed by and construed in accordance with the laws of England and Wales to the non-exclusive jurisdiction of the courts of which the parties hereby submit.

## **8 Third parties**

This Agreement does not create any right enforceable by any person who is not a party to it ('Third Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a Third Party which exists or is available apart from that Act.