

End User Licensing Agreement

This End-User License Agreement (“EULA”) is a legal agreement between You (“End User”) and National Decision Support Company LLC (“NDSC”) governing End User’s use of web services for access to the medical imaging decision support content known as European Society of Radiology iGuide (“ESR iGuide”)

ESR iGuide under this EULA is provided free of charge only as a “Trial Version”. Trial Version means a version of ESR iGuide to be used to review, demonstrate and evaluate ESR iGuide for a limited period of time determined at the sole discretion of NDSC.

Restrictions

The End User agrees that it will not itself, or through any third party, (i) copy, reproduce, disclose or publicly display ESR iGuide; (ii) decompile, disassemble, reverse engineer or create derivative works of ESR iGuide; (iii) develop a competitive product or service using similar ideas, features, functions or graphics as ESR iGuide; (iv) disclose any passwords or other security or authentication device with respect to ESR iGuide to any natural person or entity other than the End User; (v) use ESR iGuide in a manner that is not contemplated in this EULA, including commercial purposes, or that constitutes a violation of any applicable law, rule or regulation; or (vii) remove, conceal or alter any identification, copyright or other proprietary rights notices or labels on ESR iGuide.

Intellectual Property

End User acknowledges that all right, title and interest in and to the intellectual property associated with ESR iGuide is and shall remain exclusively with NDSC, its licensors (including without limitation, The American College of Radiology) and their respective successors and assigns.

Disclaimer

NDSC IS NOT ENGAGED IN THE PRACTICE OF MEDICINE, AND NEITHER ESR IGUIDE NOR ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT SHOULD BE CONSIDERED MEDICAL ADVICE OR TOOLS FOR MEDICAL DIAGNOSIS. ESR IGUIDE SHALL NOT BE USED AS REFERENCE IN CONNECTION WITH RENDERING PATIENT CARE BY ANYONE OTHER THAN AN APPROPRIATELY LICENSED MEDICAL PROFESSIONAL EXERCISING PROFESSIONAL JUDGMENT.

Warranty

THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS-IS", "WHERE-IS" AND "AS-AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

By selecting the accept option, you expressly agree and consent to the foregoing terms of this End-User License Agreement.