

General Terms and Conditions

Version 08 July 2025

1. Preamble

- 1.1 Mindpeak GmbH, Zirkusweg 2, 20359 Hamburg, Germany – info@mindpeak.ai – ("Mindpeak"), has developed computational pathology algorithms software ("MCPAS"). This software is capable of analyzing tissue samples and of performing various analyses.
- 1.2 MCPAS can be integrated either into Digital Pathology Platforms ("DPP") to offer its users diagnostic support evaluation for images or image sections or it can be integrated into a user interface provided by Mindpeak. The integrated User Interface can be triggered by a specified User interaction in DPP.
- 1.3 The Customer may have entered into an agreement with the Distributor of DPP through which the Customer has gained access and usage rights to MCPAS via DPP. These Terms and Conditions shall also apply if Mindpeak sells MCPAS directly to the Customer.
- 1.4 Users in the United States: MCPAS and the User Interface are limited to Research Use ONLY and shall not be used for clinical purposes.
- 1.5 Users in the European Union and the UK: GTC-Annex 1 shows a list of specific MCPAS that are CE-marked in the European Union.

2. Definitions

- 2.1 "Account" means the account that allows the Customer access to the Services. "Enterprise Account" is the Account for an entity or a group of persons that allows for more than one User to use the Services. "Single Account" is the Account for an individual professional that allows one User to use the Services.
- 2.2 "MCPAS" means Mindpeak's computational pathology artificial intelligence image recognition software for analysing tissue scans.
- 2.3 "Contract" refers to these Terms and Conditions, as well as to all documents referred to herein, including via links if applicable, as well as the Order and any attachments as far as these apply to the Services.
- 2.4 "Customer" refers to the person or company using our Services, either through a contract directly with Mindpeak or through the Distributor. The Customer is also the Account Holder of the Enterprise Account or the Single Account unless specified otherwise in the Order.
- 2.5 "Distributor" refers to the third-party vendor from which the Customer obtains DPP into which MCPAS is integrated.
- 2.6 "Images" means the scans of tissue sections or sections thereof whose tumor cells are to be analysed via MCPAS.
- 2.7 "Manual" means the instruction manual containing the directions of use of the Services, including functional features, system and image requirements.
- 2.8 "Mindpeak, "we", "us" or "our" refers to Mindpeak.
- 2.9 "Order" means the quotation or order form confirmed in writing by the Customer, including extensions and attachments defining the Services, their specifications and other terms and conditions, as far as these apply to the Services.
- 2.10 "Services" means all products, software solutions and services offered by Mindpeak and ordered by the Customer pursuant to the Order, namely MCPAS and SaaS Services for the use of MCPAS. Mindpeak may also provide, if ordered by the customer, accompanying

support and training services and any further consulting and parameterization services in the context of the use of the Services.

- 2.11 "Term" means the term of any Services provided by Mindpeak specified in the Order and any renewal thereof.
- 2.12 "Users" means the natural persons authorized by the Customer to use the Mindpeak Services and to whom the Customer itself, the Distributor or Mindpeak has granted access to the Services upon the Customer's instruction.
- 2.13 "User Interface" means the user interface that allows usage of MCPAS and that is either integrated in DPP and implemented by the Distributor or integrated into the user interface provided by Mindpeak.

3. Applicability

- 3.1 The following Terms and Conditions apply to all Services.
- 3.2 Mindpeak provides its Services exclusively to business clients (*Unternehmer*) in the sense of Sec. 14 German Civil Code, i.e. persons who act in their commercial or independent professional activity and not for private purposes. To ensure that the Customer is an entrepreneur, Mindpeak may confirm the entrepreneurship by requesting appropriate information in the context of the conclusion of the Contract.
- 3.3 General terms and conditions of the Customer do not become part of the Contract even if the Customer refers to them and they are not contradicted by Mindpeak or the Distributor.

4. Subject

- 4.1 Type and scope of the Services and obligations resulting from the Contract. Mindpeak will make the Services ordered by the Customer available for the Customer during the Term on a central server or several servers for use according to the Contract.
- 4.2 Further services than those agreed in the Contract are not owed by Mindpeak, namely interface programming, installation and configuration services, which are not a subject of this Contract. Unless otherwise expressly stipulated, Mindpeak is not obliged to achieve certain results.
- 4.3 Mindpeak enables the use of MCPAS via the link to the User Interface. The functional features and system requirements of the Services are known to the Customer. Mindpeak may provide the Customer with a presentation of the Services and makes the Manual available.
- 4.4 Mindpeak is entitled at any time to further develop, change, or supplement Services in part or in total. Mindpeak will notify the Customer of substantial changes in writing or by e-mail at least six weeks before they become effective. The Customer can object to the changes within three weeks from receipt of the change notification in writing or by e-mail. In case of objection Mindpeak will not implement the changes or grant the Customer a special right of termination. Unopposed changes will become part of the Contract on the date upon which they go into effect.
- 4.5 Mindpeak assumes no responsibility for the accuracy of diagnostic results, whether or not they arise from use of the Services. The Services are based on probabilities calculated by artificial intelligence. The quantitative analysis generated by MCPAS is only a suggestion, which can be influenced and changed by the User by changing the settings. The Services therefore only provide a data-driven assumption and no diagnosis. The results generated must be verified by the treating medical specialist and, according to Section 1 above, outside of the EU may be used for research use only.

5. Access Requirements

- 5.1 The Customer shall take care to provide all software and hardware required to access the Services, such as a computer, an internet connection and compatible web browser software, and DPP. Additional software may need to be downloaded and/or installed (e.g., certain software plug-ins or software applications) to access certain Services.
- 5.2 In cases where the Customer gains access to the User Interface through an integration via DPP, no User accounts are created by Mindpeak for individual Users. The Users authorized by the Customer access DPP via their individual DPP access. If they launch MCPAS integrated in DPP, they get to the User Interface. There, the User is automatically logged in. In that scenario, Mindpeak does not receive any usernames or e-mail addresses. Distributor enables Mindpeak to identify MCPAS Users in a unique and anonymous way. Mindpeak assigns individual User IDs to better identify problems in case of required support services. If the Customer purchases access to MCPAS via a direct agreement with Mindpeak, Mindpeak will provide User Accounts for individual Users.
- 5.3 The Customer is responsible for all activities that occur through its Account. The Customer is obliged to inform Mindpeak immediately about any unauthorized use of its Account or any other security breach. Mindpeak is not liable for any damages incurred by the Customer because of unauthorized third parties using the Account with or without the Customer's knowledge. The Customer is liable for damages incurred by Mindpeak or any other person due to the use or access of the Account by an unauthorized third party. The Customer guarantees that Users do not use the account of another User.
- 5.4 The Services are secure applications that include user authentication, access controls, user permissions, 128-bit SSL data encryption, and a secure, protected platform. Although these facilities provide a high level of protection, the complete security of the Services cannot be guaranteed. Mindpeak does not warrant that the Services will be secure or free of errors or viruses. The Customer is responsible for configuring its information technology and computer programs to access the Services.
- 5.5 To ensure the functionality of MCPAS, the Images must meet the requirements regarding standard of staining method, minimum image sharpness and resolution, section sickness as is defined in the Manual.
- 5.6 The Customer is obliged to impose these obligations onto the Users.

6. Customer Rights and Restrictions

- 6.1 Mindpeak shall own and retain all right, title and interest in the Services, and all improvements, enhancements or modifications thereto, and any software, applications, inventions or other technology developed in connection with the Services or any support services provided in connection therewith, and all intellectual property rights related to any of the foregoing. The Customer is not entitled to any rights that are not explicitly granted in these Terms and Conditions.
- 6.2 The Customer is granted a non-exclusive, non-transferable, limited right to access and use the Services during the Term for the purpose set forth herein. The Customer may sublicense this right to Users only.
- 6.3 The software solutions of the Services shall not be transferred to the Customer.
- 6.4 The Customer may use the Services exclusively for the purpose for which the Customer was granted access to the Services. The Customer shall not be entitled to use the software solutions of the Services beyond the use permitted in accordance with this Contract. The Customer may not grant sublicenses and may not make the Services

available to third parties unless it has been expressly permitted to do so. The Customer is not permitted to reproduce the software solutions of the Services or parts thereof.

- 6.5 In particular, the Customer may not copy, translate, modify, reverse engineer, decompile and/or distribute the Services, including the source code for any part of the Services or any copy, adaptation, transcription, or merged part thereof. The User may not transfer, lease, assign, rent, or sublicense the rights granted to it under these Terms and Conditions or make the Services available for use by any other person.
- 6.6 The Customer is entitled to the rights to the results generated by MCPAS as stipulated in these Terms and Conditions. The Customer may download and store the results in an archival database and use the results of MCPAS for its own internal business and research purposes. The Customer may not publish articles or research based on or using the results generated by MCPAS without Mindpeak's prior written consent. The Customer may not use the results to train or develop its own artificial intelligence.

7. Mindpeak's Rights

- 7.1 By having Images analyzed by MCPAS, the Customer grants Mindpeak and its affiliates the non-exclusive, royalty-free, territorially, temporally and content wise unrestricted perpetual right to use the Images, in particular to copy, transmit, reproduce, publicly display, publicly perform, reproduce, edit, and reformat the Images, and the right to sublicense these rights for the purpose of fulfilling Mindpeak's documentation duties and of Service provision as well as for advertisement and product improvement, in particular for the retraining of artificial intelligence.
- 7.2 By having Images analyzed by MCPAS through its Account, the Customer represents and warrants that it owns all rights to the Images and has obtained all applicable consents necessary to post the Images and to grant Mindpeak the rights of use under these Terms and Conditions.

8. Customer Obligations

- 8.1 The Customer undertakes,
- 8.1.1 to take reasonable precautions to prevent unauthorized access to the Services, in particular to protect the Services from unauthorized use by third parties;
- 8.1.2 to take care that Users only have Images analyzed for which the MCPAS has been developed and do not upload into MCPAS or send images or contents to Mindpeak which interfere with the rights of third parties (in particular personal rights, copyrights, trademark rights, patent rights or other rights of third parties), or may in any other way impair or damage the reputation of Mindpeak;
- 8.1.3 to indemnify Mindpeak from all claims of third parties, which are based on a non-contractual or otherwise illegal use of the Services for which the Customer or a User is responsible or which result in particular from data protection, copyright, or other legal disputes. If the Customer identifies or must identify that such claims of third parties are becoming imminent, the Customer must inform Mindpeak immediately.
- 8.2 Services may only be used in such a way that no impairments, overloads, or damages occur, and the purpose pursued with the Services is neither endangered nor circumvented. The Customer shall not circumvent or modify any security measures of Mindpeak, neither by itself nor by third parties. The Customer shall not misuse the Services by knowingly introducing viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful. The Customer may not gain or attempt to gain unauthorized access to the server on which the Services are stored or to

any server, computer or database connected to the Services, or start an unauthorized attempt to retrieve information or data or have it retrieved by an unauthorized third party. The Customer may not attack the Services via a denial-of-service attack or a distributed denial of service attack. Mindpeak will report any such breach to the appropriate law enforcement authorities and will cooperate with such authorities and disclose the identity of the Customer.

- 8.3 The Customer shall notify Mindpeak immediately if the Customer has any indication that a breach of this Section 8 has occurred.

9. Access Restrictions

9.1 Mindpeak reserves the right, in its sole discretion, to terminate or restrict access of an individual User or the entire Account (Single or Enterprise Account) to any part of the Services at any time and without notice.

9.2 In particular, Mindpeak is entitled to block an Account or delete access to an Account if the Customer violates any obligation under this Contract or if Mindpeak has reason to suspect that such a violation has occurred.

9.3 Access or Account can also be blocked or deleted, if Mindpeak is requested to do so by the Customer, if the Customer does not fulfill its payment obligations or any other obligation under the Contract, or if the Contract with the Customer is terminated.

10. Availability

10.1 Mindpeak warrants for the maintenance of the contractually agreed quality of the Services during the Term as well as for the fact that no rights of third parties oppose a contractual use of the Services. Mindpeak will remove occurring material defects of the Services in reasonable time according to Section 11.

10.2 Mindpeak hosts the Services on redundant, high-performance server systems. Mindpeak ensures that operational availability of the Services will not be below 99.5% p.a. Mindpeak may limit access to the Services for a time, if this is necessary because of capacity limits, to carry out maintenance work or for security reasons. Mindpeak hereby observes the interests of the Customer if possible, by informing the Customer beforehand about access limitation. Maintenance times are not considered as downtime.

10.3 Mindpeak is not liable for performance or availability problems

10.3.1 due to factors beyond Mindpeak's control (e.g., natural disasters, wars, terrorist attacks, riots, or governmental actions),

10.3.2 caused by services, hardware, or software of the Customer or third parties,

10.3.3 caused using a Service after Mindpeak has instructed the Customer to change the use of a Service and the Customer has not changed the use as instructed,

10.3.4 during pre-release, beta, and trial services (as determined by Mindpeak) caused by the Customer's unauthorized act or omission or by others who have gained access to Mindpeak's network using the Customer's passwords or devices,

10.3.5 caused by the Customer's failure to maintain required configurations, use supported platforms, and comply with acceptable use policies; or

10.3.6 that are based on a restriction according to Section 9.

10.4 Mindpeak is also not liable for disturbances and loss of quality of the Services because of data transmission on the Internet, which Mindpeak is not responsible for and which complicate or prevent the use of the Services.

10.5 The Customer is obliged to report defects to the Services immediately after their discovery. In case of material defects this is done by describing the time of occurrence of the defects and the closer circumstances.

11. Error classes and reaction times

11.1 Unless agreed upon otherwise, Mindpeak and the Customer agree on the following error classes and reaction times:

11.1.1 Error class 1: Errors preventing operation: The error prevents the business operation at the Customer; there is no workaround: Mindpeak shall immediately, at the latest within four hours after receipt of the error message, start to eliminate the error and shall continue to do so with vigor until the error is eliminated, as far as reasonable also outside the usual working hours (weekdays 8.00 a.m. to 5.00 p.m., CET).

11.1.2 Error class 2: Operationally hindering errors: The error hinders the business operation at the Customer considerably; however, the use of the Services is possible with workarounds or with temporarily acceptable restrictions or complications: Mindpeak starts with the error removal on the same day if the error message is received before 10.00 a.m. CET, if the error message is received later at the beginning of the next working day and continues it until the error is removed within the usual working hours (weekdays 8.00 a.m. to 5.00 p.m., CET). Mindpeak can first show a workaround and eliminate the error later if this is reasonable for the Customer.

11.1.3 Error class 3: Other errors: Mindpeak eliminates the error with the next update unless the update is scheduled to release within one week after receipt of the error message; in this case Mindpeak eliminates the error with the following update if this is reasonable for the Customer.

12. Fees and Accounting

12.1 The Customer pays the fees for the Services of Mindpeak specified in the Order form. All fees are due within 14 days of the date on the Order form, unless the Order form specifies otherwise.

12.2 The fees for the use of the Services are not based on the number of Users per Account, but on the number of annual requests via the Customer Account to MCPAS for the analysis of Images. The quota of annual scans of Images agreed in the Order is included in the fixed price agreed in the Order. Each scan exceeding the annual quota will incur the costs per scan agreed in the Order. If the annual quota is not used up within one year, it expires; it cannot be carried over to the following year.

12.3 Billing and invoice modalities result from the Order and the agreement with the Distributor.

13. Term

13.1 The Contract shall commence in accordance with the start date specified in the Order. The minimum term of the Contract is one year.

13.2 After expiration of the minimum term, the Contract shall be automatically renewed for additional terms of one year each, unless it is terminated with one (1) months' prior written notice to the end of the respective term.

13.3 The right for both parties to terminate without notice for good cause remains unaffected. A good reason, which entitles Mindpeak to terminate the Contract, exists in particular, if the Customer violates its rights of use by using the Services beyond the extent permitted

by this Contract and does not stop the violation immediately after a warning by Mindpeak.

- 13.4 Notice of termination shall be made in writing to the other party, with an explanation of the good cause underlying such termination..
- 13.5 In the event of termination, the Customer shall cease using the Services. The Customer and any third parties to whom the Customer has made the Services available in accordance with this Contract shall no longer be entitled to use the Services after the expiration of the Term.
- 13.6 The Customer is responsible to ensure that all results generated by the MCPAS that the Customer wishes to use after the Term have been downloaded and stored for future access in the Customer's systems before the end of the Term (subject to the requirements of Section 6.6). Following the end of the Term the Customer will no longer have access to the results through the Services.

14. Liability

- 14.1 Without prejudice to the following limitations of liability, Mindpeak is liable without limitation for damages to life, body and health, which are based on a negligent or intentional breach of duty by Mindpeak, its legal representatives or vicarious agents, as well as for damages, which are covered by the liability according to the product liability act (*Produkthaftungsgesetz*), as well as for damages, which are based on intentional or grossly negligent breaches of Contract as well as fraudulent intent by Mindpeak, its legal representatives or vicarious agents.
- 14.2 In case of negligence, the liability of Mindpeak is limited to the compensation of the typical foreseeable damage. In case of simple negligence Mindpeak is liable, however, only if Mindpeak has violated an obligation, the fulfillment of which enables a proper execution of the Contract, in particular an economically reasonable use of the contractually agreed Services, taking into account the interests of both parties, and on the performance of which the Customer may rely.
- 14.3 Any further liability of Mindpeak is excluded regardless of the legal nature of the asserted claim. As far as the liability of Mindpeak is excluded or limited, this also applies to the personal liability of its employees, representatives, and vicarious agents.
- 14.4 Mindpeak's liability for damages is excluded in particular in the following cases:
 - 14.4.1 Failures of the Services for which Mindpeak is not responsible, in particular external DNS routing problems, virtual attacks on the network or mail infrastructure of Mindpeak (DoS/viruses) and failures of parts of the Internet outside the control of Mindpeak.
 - 14.4.2 Failures of the Services caused by the Customer, especially failures caused by incoming/outgoing hacker attacks (DDoS) due to faulty or insufficient maintenance of the Customer's hardware and software.
 - 14.4.3 Failures of the Services caused by improper use or repair of the Customer's hardware or software, or failure to install, operate and maintain systems in accordance with the manufacturer's or Mindpeak's guidelines.
- 14.5 The liability without fault of Mindpeak for a defect existing at the time of conclusion of the Contract according to Sec. 536a (1) Alt. 1 German Civil Code is excluded. This does not apply, if and as far as the defect concerns an expressly warranted characteristic of the Services or Mindpeak has fraudulently concealed the defect.

15. Set-off and Right of Retention

The Customer may only set off claims for remuneration against claims that are undisputed or have been established by a court of law. This also applies to the exercise of the right of retention.

16. Data Protection

Information on how personal data is processed in connections with Services can be found in our privacy notice. <https://www.mindpeak.ai/j/privacy>

17. Reference and Advertising Permission

17.1 The Customer grants Mindpeak the permission to name the Customer as reference and to advertise with it on the website as well as other advertising materials (incl. use of the Customer's logo).

17.2 Customer may not use Mindpeaks name, logo or trademarks for any purpose without Mindpeak's prior written consent.

18. Miscellaneous

18.1 The Customer may assign or transfer rights, obligations, and claims under this Contract to third parties only with Mindpeak's prior written consent.

18.2 A third party may enter into the contractual relationship instead of Mindpeak. The Customer will be informed about this. In this case of change of contractual partner the Customer has a special right of termination. This special termination can take place within a period of 2 months after being informed about the change. If the Customer does not terminate the contract within this period, this is considered consent to the change of the contractual partner. Mindpeak undertakes to explicitly inform the Customer about this consequence when informing about the change of the contractual partner.

18.3 The Terms and Conditions written here are complete and final. Changes and additions to this Contract should be made in writing or in text form signed by both parties to avoid ambiguities or disputes between the parties about the respective agreed content of the Contract.

18.4 Should individual provisions of this Contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to replace the invalid provision by a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same shall apply to any loopholes in the Contract.

18.5 No waiver shall be implied from conduct or failure to enforce rights. No provision of this Contract shall be deemed waived by either party unless such waiver is in writing and signed by the waiving party. Waiver of any default under any provision of this Contract shall not be deemed a waiver of any subsequent or other default.

18.6 The relationship of the parties and their affiliates shall be that of independent contractors, and nothing contained in this Contract shall be construed so as to constitute the parties or their affiliates as partners, joint venturers, co-employers, joint employers, or agents or employees of one another.

18.7 German law shall apply, except for its provisions on the choice of law which would lead to the application of another legal system. The applicability of the CISG is excluded.

18.8 Place of jurisdiction for all disputes arising from or in connection with this Contract is Hamburg, Germany. However, Mindpeak is entitled to sue at any other legal place of jurisdiction.

Customer:
Name:
Acting in the capacity of:
Date:
Signature:

Mindpeak
Name: Mr. Felix Faber
Acting in the capacity of: CEO
Date:
Signature:

GTC-Annex 1

Unless otherwise stated below all products are intended for Research Use Only, not for use in diagnostic procedures.

Regulatory Status of specific MCPAS

Product name	EU (CE-IVD)	USA (FDA)	Canada	UK
Breast Ki-67 Rol	yes	no	no	no
Breast ER Rol	yes	no	no	no
Breast PR Rol	yes	no	no	no
Breast Ki-67 4R	yes	no	no	no
Breast Ki-67 HS	yes	no	no	no
Breast ER	yes	no	no	no
Breast PR	yes	no	no	no
Breast HER2 Rol	yes	no	no	no
Lung (NSCLC) PD-L1 SP263 Rol	yes	no	no	no
Breast PD-L1	no	no	no	no
Gastric PD-L1	no	no	no	no
Bladder PD-L1	no	no	no	no
ESCC PD-L1	no	no	no	no
Prostate H&E	no	no	no	no
Breast H&E	no	no	no	no
Fungus PAS	no	no	no	no
Lung PD-L1	no	no	no	no
Mindpeak Breast P53 Rol	no	no	no	no
Mindpeak Breast HER2	no	no	no	no
Mindpeak TILs H&E	no	no	no	no
Neuroendocrine Ki-67	no	no	no	no