

Lowkey Vision - Standard Terms of Service

Effective date: 10 August 2026

These Standard Terms of Service (the “Terms”) govern access to and use of Lowkey Vision’s cloud-based cell-counting, viability-analysis and microscopy image-analysis service (the “Service”). The Service is operated by Lowkey Vision AS, organisation number 937 674 694, Gaustadalléen 21, 0349 Oslo, Norway (“Lowkey Vision”, “we”, “us” or “our”).

By creating an account, accepting an Order, clicking to accept or using the Service, the customer identified in the account, Order or sign-up flow (“Customer” or “you”) agrees to these Terms. A person accepting on behalf of an organisation represents that they are authorised to bind it. The Service is offered only to businesses, research institutions and other professional or organisational users, not consumers.

An applicable Order and, for a negotiated enterprise arrangement, the Enterprise Addendum may supplement these Terms. A separate data processing agreement applies only if entered into for processing by Lowkey Vision on Customer’s behalf. The order of precedence is stated in Section 15.7.

1. Definitions

“Customer Data” means images, files, annotations, labels, metadata, inputs and other information that Customer uploads, submits, stores or otherwise makes available to the Service. It excludes account and billing information, technical usage data, Feedback and Model Improvements.

“Enterprise Addendum” means Lowkey Vision’s addendum for negotiated or other non-standard enterprise arrangements.

“Feedback” means comments, ratings, suggestions, corrections, ideas or improvement requests voluntarily provided about the Service. Customer Data does not become Feedback merely because Customer reports an error or comments on an Output.

“Model Improvements” means model parameters, weights, embeddings, statistical learnings, performance improvements and other general technical improvements that do not reproduce Customer’s raw images or identify Customer as their source.

“Order” means an order form, online plan selection, pilot agreement, statement of work or other transaction document recording the plan, fees, term or other agreed terms.

“Outputs” means cell counts, viability assessments, measurements, reports and other results generated by the Service from Customer Data.

“Third-Party Services” means third-party infrastructure, networks, software, models, APIs, libraries, integrations, devices, laboratory systems, microscopes, data sources and other third-party products or services.

“Training Arrangement” means a plan term, sign-up disclosure, Order or Enterprise Addendum provision that identifies the covered Customer Data, permitted training and improvement purposes, and applicable collection, continued-use, retention and deletion rules.

“Training Data” means the categories of Customer Data expressly covered by a Training Arrangement.

“Training-Enabled Plan” means a plan expressly identified as training-enabled in the applicable plan description, sign-up flow or Order, where the Training Arrangement and the principal Training Data categories and purposes are disclosed to and accepted by Customer.

2. The Service and Permitted Use

2.1 Service, access and updates. Lowkey Vision grants Customer a limited, non-exclusive, non-transferable and non-sublicensable right to access and use the Service during the applicable term for Customer’s internal business, research and laboratory-workflow purposes. The applicable plan, Order and then-current documentation describe the available functionality. Lowkey Vision may update the Service, models, interfaces and supported features and may conduct planned or emergency maintenance. Specific notice periods, uptime commitments or service credits apply only if stated in an Order.

2.2 Research use, regulated workflows and validation. The Service is intended solely for research use and laboratory-workflow support. It is not a medical device or in vitro diagnostic medical device and is not intended for diagnosis, patient management, treatment selection, dose determination or other medical purposes. For Research Use Only. Not for use in diagnostic procedures. The Service has not been CE-marked, cleared, approved or certified for such use and, unless stated in an Order, has not been validated or qualified for GMP, GLP, GCP, 21 CFR Part 11, EU Annex 11 or equivalent requirements. Customer is responsible for qualification, validation, data integrity and regulatory compliance,

must ensure appropriate user competence and human oversight, and must not use Outputs as the sole basis for a safety-critical decision, batch or lot release, potency assessment, dose determination or product disposition.

2.3 Preview features. Features identified as beta, preview, experimental or early access may be changed or withdrawn at any time, may be less reliable than generally available features and carry no additional warranty or service-level commitment.

2.4 Customer environment and third-party dependencies. Customer is responsible for compatible devices, connectivity, imaging equipment and Customer-controlled systems and integrations. The Service may depend on or interoperate with Third-Party Services subject to separate terms and privacy notices. By enabling an integration or directing Lowkey Vision to connect to a Third-Party Service, Customer authorises the data exchange reasonably necessary for that connection. Lowkey Vision may replace a Third-Party Service or modify affected functionality where reasonably necessary. Unless a plan or Order provides specified data-location or residency commitments, Customer Data may be stored, replicated, accessed and processed in multiple countries through global or dynamically distributed infrastructure.

3. Accounts, Restrictions and Suspension

3.1 Accounts. Customer is responsible for activity under its accounts, workspaces, credentials and authorised users, for keeping credentials secure and for ensuring that access remains within the licensed team or organisation.

3.2 Restrictions. Customer must not, and must not permit a third party to:

- reverse engineer, decompile, disassemble, extract or attempt to discover source code, model architecture, model weights, prompts, algorithms or underlying components, except where the restriction is prohibited by law;
- use the Service, Outputs, logs or observations of Service behaviour to develop, train or improve a competing product, service or model, or systematically extract model behaviour for model extraction or competitive benchmarking; bona fide academic evaluation is permitted if it does not involve reverse engineering, unauthorised security testing or misrepresentation and accurately identifies the Service version and methodology;
- resell, sublicense, rent, lease, distribute, provide service-bureau access to or otherwise commercially exploit the Service except as expressly permitted;
- circumvent usage, security, access or rate limits, upload malicious code, disrupt or overload the Service, or test its vulnerability without written authorisation;
- upload unlawful, infringing, harmful or restricted content, or use the Service in violation of law or third-party rights;
- submit content that is not a microscopy or laboratory image or other data reasonably required for the requested analysis, including personal photographs, images of identifiable individuals or images of documents containing personal data; or
- use the Service or Outputs contrary to the research-use and regulated-use restrictions in Section 2.2.

3.3 Suspension. Lowkey Vision may suspend or restrict access where it reasonably believes Customer's use creates a security, legal, regulatory or operational risk, infringes third-party rights, involves non-payment or materially breaches the agreement. Where practicable, Lowkey Vision will give notice and limit the suspension to what is reasonably necessary.

4. Plans, Fees, Renewal and Training Status

4.1 Plans, charging and payment. Plan functionality, usage limits, storage, support and pricing are stated in the applicable Order, plan page or sign-up flow. Charges may include subscriptions, usage-based fees, minimum commitments, overage charges, prepaid service credits ("Credits") or combinations of these. Applicable units, rates, measurement methods and additional terms are stated in the plan, Order, rate card or separate credit terms; Lowkey Vision's usage records apply absent manifest error. Unless stated otherwise at purchase, purchased Credits expire 12 months after issue, are non-refundable except where required by law, are non-transferable, have no cash value and may be used only for the Service; promotional Credits may have different terms. Use may be paused when Credits are exhausted unless overage or an expressly activated auto-reload applies. Fees are exclusive of indirect taxes unless stated otherwise. Customer will provide documentation for any legally required withholding, and the parties will reasonably cooperate in applying an available exemption or reduction. Unless an Order states otherwise, invoices are due within 30 days and statutory or agreed late-payment interest may apply to undisputed overdue amounts.

4.2 Subscriptions, cancellation and price changes. Unless the applicable Order or sign-up flow states otherwise, each recurring paid subscription renews for successive periods equal to the current term until cancelled. Customer may prevent renewal through the account settings before the renewal date. For an annual or longer invoiced subscription

without an online cancellation method, Lowkey Vision must receive written notice at least 30 days before the term ends. Cancellation takes effect at the end of the current term and does not entitle Customer to a refund. Lowkey Vision may change fees prospectively from renewal or another notified effective date; any price lock, promotion or discount applies only as stated in writing.

4.3 Training rights by plan.

(a) Training-Enabled Plans. A plan is training-enabled only where it is a Training-Enabled Plan and Customer accepts the applicable Training Arrangement. Lowkey Vision may then use the covered Training Data under Section 6.2. Where a plan is offered without charge, the Training Arrangement may form part of the consideration for access.

(b) Enterprise and other negotiated arrangements. No Training applies unless another option is expressly selected in the Order under the Enterprise Addendum.

(c) Future controls. Lowkey Vision may later offer a setting to disable training on one or more plans. If used, it operates prospectively as stated in Section 6.2.

5. Customer Data and Upload Rules

5.1 Ownership and responsibility. Customer retains ownership of Customer Data and represents that it has all rights, permissions, notices, consents and lawful bases required to submit it and authorise the agreed processing and licences. If Customer acts as processor or otherwise submits Customer Data on behalf of a third-party controller, Customer represents that the controller has authorised Customer to engage Lowkey Vision and to grant the rights and instructions required under the agreement, including any applicable Training Arrangement. Customer is responsible for the accuracy, quality, legality and suitability of Customer Data and for decisions and actions based on Customer Data or Outputs. The Service is designed for microscopy images of cells and related non-identifying data. Customer must remove names and other direct or indirect identifiers from images, filenames and metadata unless Lowkey Vision has expressly approved the processing under Section 5.2.

5.2 Restricted and non-compliant data. Unless Lowkey Vision approves the processing in writing and the required data-protection and security arrangements are in place, Customer must not upload direct patient, donor or research-subject identifiers, identifying information in images, filenames or metadata, protected health information ("PHI") regulated under the US Health Insurance Portability and Accountability Act ("HIPAA"), special-category personal data, identifiable genetic data, biometric identification data, export-controlled or classified data or other highly regulated data. Lowkey Vision is not a HIPAA business associate by default and does not accept PHI unless the required written arrangements are in place. Lowkey Vision may review, reject, quarantine, exclude from training or delete material that appears outside the permitted scope, but has no duty to monitor Customer Data or verify Customer compliance.

6. Data Use and AI Training

6.1 Operational licence. Customer grants Lowkey Vision a worldwide, non-exclusive and royalty-free licence to host, store, transmit, copy, process, analyse and otherwise use Customer Data as reasonably necessary to provide, secure, support, maintain and troubleshoot the Service, perform and enforce the agreement, comply with law and maintain ordinary backups and legal-retention copies.

6.2 Training licence. Where a Training Arrangement applies, Customer grants Lowkey Vision a worldwide, non-exclusive and royalty-free licence to use, reproduce, modify, annotate, analyse, combine and otherwise process the covered Training Data to develop, train, test, validate, evaluate, benchmark, maintain and improve models, algorithms, features, products and the Service for the disclosed purposes.

The licence for Training Data lawfully collected while training was enabled continues after termination, a plan change or a later disabling of training for as long as that Training Data is retained under Section 7.2. Disabling training stops collection of new Training Data only. Rights in Model Improvements lawfully created while training was enabled survive, subject to mandatory law and any express enterprise carve-out.

Unless additional categories are disclosed, Training Data from standard plans is limited to image pixels and related technical or statistical features. Lowkey Vision applies a pre-training review process designed to exclude personal data and other non-conforming content and to remove available identifiers before Training Data enters the training infrastructure. Personal data remains subject to applicable data-protection law and Section 8.

6.3 Service providers. The licences in Sections 6.1 and 6.2 allow Lowkey Vision to permit service providers and contractors to exercise the relevant rights solely on Lowkey Vision's behalf and only as necessary for the permitted purposes, subject to contractual confidentiality, security and data-use restrictions. A provider has no independent right

to use Customer Data, and Lowkey Vision will not permit a provider to train its own or general models on Customer Data unless that use is expressly disclosed to and accepted by Customer.

7. Export, Retention and Deletion

7.1 Operational Customer Data. Customer may export Customer Data and Outputs during the term using the functionality available for its plan and is responsible for independent copies of important material. Unless a plan or Order states otherwise, Lowkey Vision will make Customer Data stored in Customer's operational account or workspace available for download for 30 days after termination through the Service, a secure download link or another electronic export method made available by Lowkey Vision. Customer is responsible for completing the download during that period. Lowkey Vision may then delete operational copies from active systems in accordance with its deletion processes. Residual copies may remain for a limited period in backups, logs or archives. The Service is not an archival or backup service unless an Order says otherwise.

7.2 Training Data. Training Data lawfully collected under Section 6.2 may be retained and used for the disclosed purposes for as long as reasonably necessary to support the relevant models, products or Service, including validation, reproducibility, maintenance and improvement. Retention is subject to periodic review, the applicable Training Arrangement or Order and mandatory law. Deletion of operational Customer Data under Section 7.1 does not require deletion of Training Data retained under this Section.

7.3 Existing models. Subject to mandatory law and the applicable Training Arrangement, deletion of source data does not require Lowkey Vision to retrain, roll back or withdraw an existing model where the contribution of that data cannot reasonably be isolated. This does not restrict rights or remedies available under mandatory law.

8. Data Protection and Security

8.1 Roles and data processing agreement. Lowkey Vision acts as processor where it processes personal data in Customer Data solely on Customer's documented instructions to provide the Service, and as independent controller for its own account administration, billing, security, compliance, communications and separately assessed model-development purposes. If Lowkey Vision will act as processor, the parties must enter into a separate data processing agreement before Customer submits that data. The data processing agreement does not grant training rights. The Privacy Notice describes Lowkey Vision's controller processing.

8.2 Security and incidents. Lowkey Vision will maintain reasonable administrative, technical and organisational measures designed to protect the Service and Customer Data, taking account of the data, deployment model and risks. Customer is responsible for its credentials, users, devices, networks, integrations and Customer-controlled environments. Lowkey Vision will notify Customer without undue delay after becoming aware of a security incident that materially compromises Customer Data and will provide the information reasonably available to it. An applicable data processing agreement or Order may set additional requirements.

9. Intellectual Property, Outputs and Feedback

9.1 Lowkey Vision technology. Lowkey Vision and its licensors own all rights in the Service, software, models, algorithms, model weights, source and object code, workflows, interfaces, documentation, know-how, designs, trademarks and Model Improvements.

9.2 Outputs and custom work. As between the parties and to the extent rights arise under applicable law, Customer owns Outputs generated from its Customer Data, and Lowkey Vision assigns to Customer any rights it may have in them. Customer may use Outputs for its business, research and publications, subject to its validation and compliance obligations. Outputs exclude Lowkey Vision's underlying technology, and similar or identical Outputs may be generated for others. The standard Service does not create a customer-owned bespoke work. Any customer-specific model, custom development, deliverable, ownership transfer or source-code handover must be expressly stated in an Order and, where applicable, the Enterprise Addendum.

9.3 Feedback and anonymous data. Lowkey Vision may use Feedback without restriction, attribution or payment and may use statistical, aggregated or anonymous data that no longer identifies an individual or Customer and does not reveal Customer's Confidential Information. Pseudonymised personal data remains personal data. Lowkey Vision will not publicly republish Customer's raw images in a manner that identifies Customer without consent, except where required by law or expressly agreed.

10. Confidentiality

Each party will protect the other party's non-public information that is marked confidential or should reasonably be understood as confidential ("Confidential Information") using at least reasonable care and will use it only to perform or

receive the Service, exercise or enforce rights under the agreement, or as otherwise permitted in writing. Customer Data is Customer Confidential Information. A receiving party may disclose Confidential Information to personnel, contractors, advisers and service providers who need to know it and are bound by confidentiality duties, or where required by law with reasonable prior notice where legally permitted. The obligations do not apply to information that is public without breach, lawfully known before disclosure, independently developed without use of the information, or lawfully received from a third party. Model Improvements and anonymous or aggregated data that do not reveal Customer or its Confidential Information are not Customer Confidential Information.

11. Warranties and Disclaimers

Customer represents that it has authority to enter into the agreement and that its use of the Service and Customer Data will comply with law and the agreement. The Service is provided “as is” and “as available”. To the maximum extent permitted by law, Lowkey Vision disclaims all express, implied and statutory warranties, including merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability and uninterrupted or error-free operation.

Lowkey Vision does not warrant that an Output will be accurate, complete, reproducible, unique or suitable for Customer’s purpose. Performance may vary with experimental conditions, image quality, equipment, settings, file format and model configuration. Lowkey Vision makes no representation that the Service satisfies the regulated-use or validation requirements described in Section 2.2 unless expressly stated in an Order.

To the maximum extent permitted by law, Lowkey Vision is not responsible for a Third-Party Service or for delay, interruption, degradation, data loss, security incident or incompatibility caused by it. Lowkey Vision may replace a provider or modify, suspend or discontinue affected functionality. This does not limit express obligations in an applicable data processing agreement or Order, or liability that cannot lawfully be excluded.

12. Customer Indemnity

Customer will defend, indemnify and hold harmless Lowkey Vision and its affiliates and personnel from third-party claims and resulting reasonable damages, liabilities, costs and legal fees to the extent arising from: (a) Customer Data or Lowkey Vision’s permitted use of it infringing third-party rights or violating law; (b) Customer’s breach of Sections 3 or 5; or (c) use of the Service or Outputs contrary to Section 2.2. The indemnity does not apply to the extent caused by Lowkey Vision’s breach, gross negligence or wilful misconduct. Lowkey Vision will give prompt notice, allow Customer reasonable control of the defence and settlement, and provide reasonable cooperation. Customer may not settle in a manner that admits fault by or imposes obligations on Lowkey Vision without its prior written consent.

13. Limitation of Liability

13.1 Excluded damages. To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, consequential, exemplary or punitive damages, or for loss of profits, revenue, goodwill, business opportunity, data, research, samples, use or anticipated savings.

13.2 Liability cap. To the maximum extent permitted by law, Lowkey Vision’s total aggregate liability arising out of or relating to the Service, these Terms and all related Orders is limited to the fees paid or payable by Customer for the Service during the 12 months immediately preceding the event giving rise to the claim. For access provided at no charge, the cap is USD 100.

13.3 Exceptions. Nothing limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, gross negligence or wilful misconduct, or other liability that cannot lawfully be limited. Customer’s payment obligations and indemnity under Section 12 are not subject to the caps above.

14. Term, Termination and Changes

14.1 Term and termination. These Terms apply from Customer’s first acceptance, account creation, Order or access and continue until terminated. Recurring subscriptions renew under Section 4.2 unless stated otherwise. Either party may terminate for a material breach that remains uncured 30 days after written notice. Lowkey Vision may suspend or terminate immediately where reasonably necessary for security, legal compliance, prohibited use or an undisputed payment default after notice.

14.2 Discontinuation and effect. Lowkey Vision may discontinue the Service or a plan on reasonable notice. For a prepaid fixed term or unused purchased Credits, Lowkey Vision may, at its option, provide the Service until the end of the term or a reasonable use period, transfer the prepaid value to a comparable service, or refund the unused prepaid amount, unless discontinuation results from Customer’s breach or a legal requirement. On termination, Customer’s access ends and Section 7 applies. Provisions that by nature should survive do so, including Sections 6, 7 and 9 through 15.

14.3 Changes to the Terms. Lowkey Vision may update these Terms by reasonable notice. For self-service or month-to-month plans, continued use after the notified effective date constitutes acceptance where permitted by law. A material change that materially reduces Customer's rights under a prepaid fixed-term Order will not apply until renewal unless required for law, security or prevention of abuse; Customer may terminate before the change takes effect where the notice provides that right.

15. General Terms and Contact

15.1 Compliance. Each party will comply with laws applicable to its performance. Customer is responsible for laws applicable to its Customer Data, research, laboratory activities and use of the Service, including export-control, sanctions, privacy, data-protection and artificial-intelligence laws, and must not use or provide access to the Service where doing so would violate them.

15.2 Governing law and venue. The agreement is governed by Norwegian law, excluding conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. The parties submit to the exclusive jurisdiction of the courts of Oslo, Norway. Nothing excludes or limits mandatory law that cannot lawfully be excluded or limited.

15.3 Assignment and subcontractors. Customer may not assign the agreement without Lowkey Vision's prior written consent. Lowkey Vision may assign it to an affiliate or in connection with a merger, financing, reorganisation or sale of all or substantially all relevant assets or business. Lowkey Vision may use affiliates, contractors and service providers to perform its obligations and remains responsible for subcontractors to the extent required by the agreement and law, subject to the Third-Party Services exclusions.

15.4 Force majeure. Neither party is liable for delay or failure, other than payment obligations, caused by events beyond its reasonable control, including natural disasters, epidemics, war, government action, labour disputes, cyberattacks not caused by its breach, failures of the internet, telecommunications or utilities, and outages of cloud, hosting or other third-party providers.

15.5 Notices. Lowkey Vision may give notices by email, through the Service or by posting to the website. Formal notices to Lowkey Vision must be sent to the contact details below unless an Order specifies another method.

15.6 Entire agreement and standard terms. These Terms, applicable Orders, the Enterprise Addendum and any data processing agreement constitute the agreement regarding the Service and supersede prior discussions on their subject matter. The Privacy Notice is not a contract and does not expand contractual rights. If a provision is unenforceable, the remainder remains effective and the provision will be adjusted only to the minimum extent necessary. Failure to enforce a provision is not a waiver. The agreement creates no third-party beneficiary rights.

15.7 Order of precedence. In a conflict: (a) a data processing agreement prevails solely for Lowkey Vision's processing as processor; (b) an Order prevails for transaction-specific terms and any deviation it expressly identifies; (c) the Enterprise Addendum prevails for enterprise-specific terms; and (d) these Terms apply where the other documents are silent.

15.8 Contact. Lowkey Vision AS, organisation number 937 674 694, Gaustadalléen 21, 0349 Oslo, Norway. Email: contact@lowkey-vision.com. Website: www.lowkey-vision.com.