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Terms of Service

These Terms of Service ("Terms") govern the use of the data analysis services ("Services") provided by Carta Genum Analytics s.r.o. ("Carta Genum Analytics," "we," "us," or "our") to its customers ("Customer" or "you"). These Terms are referenced in and form an integral part of any quotation or service agreement provided to you by Carta Genum Analytics. By requesting and/or utilizing our Services, you agree to be bound by these Terms.

Preliminary Definitions
For the purposes of these Terms of Service, the following terms shall have the meanings set forth below:

- "Agreement" means these Terms of Service together with the relevant quotation or service agreement issued by Carta Genum Analytics and accepted by the Customer.
- "Customer Data" means all data, information, and materials provided by the Customer to Carta Genum Analytics for the purpose of performing the Services.
- "Confidential Information" has the meaning set forth in Section 5 of these Terms.
- "Order" means the Customer's acceptance of a quotation by email or other written form, in accordance with Section 1.3.
- "Personal Data" means any information relating to an identified or identifiable natural person, as defined under applicable data protection laws, including the GDPR (General Data Protection Regulation).
- "Quotation" or "Service Agreement" refers to the written document issued by Carta Genum Analytics specifying the scope of Services, deliverables, timeline, and applicable fees.
- "Results" means all data, analyses, reports, deliverables, and other information produced by Carta Genum Analytics as part of the Services, excluding Carta Genum Analytics' proprietary tools, scripts, methods, and general know-how.
- "Services" means data analysis and research support services, including but not limited to bioinformatics analyses, reporting, scientific consulting, and project strategy development. This includes advising on study design, data use, and interpretation in alignment with the Customer's research goals.

1. Provision of Services

1.1. Scope of Services: Carta Genum Analytics provides data analysis services, including the processing of data provided by the Customer and the preparation of reports. Our services focus on advanced data analytics, particularly in the area of spatial biology, as further described on our website. This includes collaborative consultation and project planning support, which are based on our team's best available knowledge, expertise, and interpretation of current scientific standards. Services are provided on a non-clinical, research-use-only basis and are based on scientific information and tools available at the time of analysis.

1.2. Competence Assurance: Carta Genum Analytics warrants that it is authorized and has the necessary experience, know-how, and knowledge to perform the Services.

1.3. Agreement Formation: The specific details regarding the scope of work, the nature of the services to be provided, and the specific outputs will be outlined in a separate quotation or service agreement provided to the Customer. By confirming acceptance of the quotation by email, the Customer places a binding order. Upon such confirmation, Carta

Genum Analytics may commence work, and the Customer agrees to be bound by these Terms of Service, including the obligation to pay the agreed fees. Email confirmation shall be deemed a valid form of acceptance in accordance with Section 12 of these Terms. Only written agreements or written acceptance of a quotation shall be binding. No verbal commitment, informal communication, or unsigned draft shall be construed as creating an obligation. These Terms of Service shall apply upon the Customer's confirmation of the quotation, even in the absence of a separately signed contract. Unless otherwise stated in the quotation, all offers are valid for thirty (30) calendar days from the date of issue.

1.4. Subcontracting and Execution: Carta Genum Analytics reserves the right to determine the manner in which the Services are executed and may engage third parties as subcontractors to fulfill its obligations under the Agreement, without prior notice to the Customer. Carta Genum Analytics remains responsible for the performance of its obligations under this agreement, regardless of subcontracting. Where the performance of the Services involves the processing of Personal Data, the Customer hereby grants general written authorization for Carta Genum Analytics to engage third-party sub-processors essential to the platform's infrastructure, specifically including Google Cloud EMEA Limited (for cloud hosting and Vertex AI processing) and Seqera Labs (for pipeline orchestration). Carta Genum Analytics shall ensure any sub-processor is bound by data protection obligations materially similar to those in this Agreement, as required by Article 28(2) GDPR.

1.5. Timing and Partial Delivery: Unless expressly agreed otherwise, any timelines or delivery dates for the performance of Services are estimates and not binding. Carta Genum Analytics may render the Services in phases and invoice separately for each part delivered. Carta Genum Analytics shall not be liable for any delays in performance of the Services, regardless of cause. Any such delay shall not relieve the Customer of its obligation to accept the Services and pay the agreed fees.

1.6. Delayed Customer Input: If the Customer fails to provide required data within thirty (30) calendar days from confirmation of the quotation, Carta Genum Analytics reserves the right to (i) adjust the timeline and pricing accordingly, or (ii) terminate the Agreement by written notice.

2. Customer Data

2.1. Data Provision: The Customer will provide Carta Genum Analytics with the necessary data for the performance of the Services. The Customer expressly agrees that it shall only upload or transfer pseudonymized data (e.g., spatial count matrices, unidentifiable H&E images, and project metadata). The Customer is strictly prohibited from uploading raw sequencing data (e.g., FASTQ files) or any direct patient identifiers (including names, exact birth dates, or national identification numbers). The Customer is solely responsible for the accuracy, quality, and legality of the data provided.

2.2. Data Use and Quality: Carta Genum Analytics will use the Customer Data solely for the purpose of providing the Services as specified in the quotation or service agreement. The Customer acknowledges that the quality of the provided data directly affects the quality of the Results. Carta Genum Analytics shall not be liable for delays or suboptimal Results caused by inadequate or low-quality data.

2.3. Data Security: Carta Genum Analytics will implement appropriate technical and organizational measures to protect the Customer Data in accordance with applicable data privacy laws. The Services are hosted exclusively on enterprise-grade cloud infrastructure that maintains industry-standard security certifications, including ISO 27001 and SOC 2

Type II. All Customer Data remains encrypted at rest and in transit within designated regional data boundaries.

2.4. Personal Data: If the Customer Data contains personal data, the Customer warrants that it has obtained all necessary consents and authorizations and maintains a valid legal basis for the processing of such personal data by Carta Genum Analytics in accordance with applicable data protection laws, including the GDPR if applicable. Carta Genum Analytics will process personal data only in accordance with the Customer's instructions or as required by law. Please refer to our Privacy Policy for further information on how personal data is processed.

2.5. Notification of Data Privacy Communications and Breaches: Carta Genum Analytics will promptly notify the Customer if it receives any communication regarding data privacy related to the services from a data subject or regulatory authority and will assist the Customer in responding to such communications. If Carta Genum Analytics becomes aware of a breach of applicable data privacy law related to the services, it will promptly notify the Customer.

2.6. Cross-Border Transfer of Personal Data: Carta Genum Analytics will only process or transfer personal data outside the European Economic Area with the prior written consent of the Customer.

2.7. Retention and Destruction: Unless otherwise agreed in writing, upon completion of the Services or termination of the agreement, Carta Genum Analytics will destroy any remaining Customer Data within a period of six (6) months. This shall not apply where a longer retention period is required by applicable law or is reasonably necessary to protect Carta Genum Analytics' legitimate interests (including the establishment, exercise or defence of legal claims). At the Customer's request made within the retention period, Carta Genum Analytics shall return the Customer Data instead of destroying it.

2.8. Data Backup: The Customer is responsible for maintaining original copies or backups of all Customer Data provided to Carta Genum Analytics. Carta Genum Analytics shall not be liable for any loss, corruption, or alteration of Customer Data unless such loss results from its gross negligence or willful misconduct. The Customer acknowledges that Carta Genum Analytics is not a data repository or archive provider.

2.9. Data Processing Agreement:

(a) This Section, together with the relevant Quotation or Service Agreement, constitutes a data-processing agreement within the meaning of Article 28 (3) GDPR.

(b) Subject Matter, Duration, Nature and Purpose. The subject matter, duration, nature and purpose of the processing, the categories of Personal Data and data subjects are those set out in the Quotation or Service Agreement.

(c) Confidentiality. Carta Genum Analytics shall ensure that all persons authorised to process Personal Data have committed themselves to confidentiality.

(d) Security Measures. Carta Genum Analytics shall implement appropriate technical and organisational measures pursuant to Article 32 GDPR.

(e) Assistance. Carta Genum Analytics shall assist the Customer in complying with Articles 32 to 36 GDPR, including data-subject requests and regulatory inspections, to the extent reasonably required.

(f) Audit. Upon fifteen (15) days' prior written notice, the Customer may carry out (or have carried out by an independent third party bound by confidentiality) an audit of Carta Genum Analytics' relevant processing operations once per calendar year; such audit shall

not unreasonably disrupt Carta Genum Analytics' business and shall respect the confidentiality of other customers.

(g) Sub-processing. Any engagement of a sub-processor shall be subject to written agreement imposing the same data-protection obligations as set out herein.

(h) Deletion or Return. Upon termination of the Services, Carta Genum Analytics shall, at the Customer's choice, delete or return all Personal Data, unless Union or Member-State law requires continued storage.

3. Reports and Results

3.1. Ownership: All data and information that result from the performance of the Services by Carta Genum Analytics ("Results") shall be owned by the Customer upon full payment for the Services.

3.2. Use of Results: The Customer may use the Results for its intended purposes as outlined in the quotation or service agreement.

3.3. No Warranty: Carta Genum Analytics does not warrant that any result, conclusion, or recommendation arising from the Services will be free from error or fit for a particular purpose. All analyses are provided on a best-effort basis using current scientific knowledge and technology. The Customer acknowledges that the quality of the Results may depend on the quality of the Customer Data provided. Carta Genum Analytics is not obliged to achieve a certain result unless otherwise agreed in writing. Carta Genum Analytics makes no warranties regarding the accuracy of third-party tools, software, or databases used in the analysis.

3.4. Research Use Only: The Results are intended for research use only. They shall not be used for clinical decision-making, diagnosis, or treatment, nor in any application where failure or inaccuracy could lead to injury or harm.

3.5. Acceptance of Results: The Customer shall be deemed to have accepted the Results if Carta Genum Analytics is not notified in writing of any non-conformance of the Results within ten (10) calendar days of receipt of the Results. Complaints submitted after this period may not be considered, and the Customer will remain responsible for payment in full. If such timely notice is given, Carta Genum Analytics shall, as the Customer's sole and exclusive remedy, rectify the Results within a reasonable period so that they conform to the agreed specifications. The Customer shall have no right to any price reduction, damages or termination provided that rectification is duly performed, and any liability of Carta Genum Analytics remains subject to Section 7.

3.6. Revisions: Any requests for revision or additional work beyond the agreed scope will be subject to additional fees unless otherwise agreed in writing. Carta Genum Analytics will inform the Customer of any cost implications prior to proceeding with such additional work.

3.7. Strategic Advice Disclaimer: Any consulting, recommendations, or project strategy guidance provided by Carta Genum Analytics are intended to support the Customer's decision-making and are based on the best scientific knowledge and expertise available at the time. However, Carta Genum Analytics does not guarantee specific outcomes or results from such guidance. The Customer remains solely responsible for how this information is used.

4. Fees and Payment

4.1. Fees: The fees and any expenses for the Services will be set out in the separate quotation or service agreement with the Customer.

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4.2. **Invoicing:** Carta Genum Analytics will invoice the Customer for the Services rendered. Invoices will be payable within the period specified in the quotation or service agreement (e.g., fourteen (14) or thirty (30) days from the date of invoice).

4.3. **Late Payments:** If full payment is not received within thirty (30) days of the due date, Carta Genum Analytics has the right to charge statutory interest on late payment, provided that such interest shall never be less than one per cent (1 %) of the outstanding amount for each month or part thereof, compounded monthly, suspend further performance of the agreement, and the Customer shall be responsible for legal fees and out-of-court expenses incurred by Carta Genum Analytics in connection with the collection of overdue payments which the Customer acknowledges to be reasonable and proportionate.

4.4. **Security for Payment:** If Carta Genum Analytics has reason to fear that the Customer will not fulfill its payment obligations, it may request the Customer to provide security for payment or make an advance payment. Until such security or advance payment is provided, Carta Genum Analytics may suspend performance of the Services, and failure to provide the requested security or advance within the specified period shall constitute a material breach of the Agreement.

4.5. **Invoice Complaints:** Any complaint regarding an invoice must be notified to Carta Genum Analytics in writing within ten (10) calendar days of the invoice date. Failure to do so may result in the invoice being deemed accepted.

4.6. **Ownership of Results:** Ownership of Results and associated intellectual property shall only transfer to the Customer upon full payment for the Services.

5. Confidentiality

5.1. **Confidential Information:** Each party agrees to keep confidential any information of a confidential nature obtained from the other party in relation to the agreement or during its execution ("Confidential Information") for a period of five (5) years after the disclosure or for as long as such information retains the character of a trade secret or otherwise remains confidential, whichever period is longer.

5.2. **Exclusions:** Confidential Information shall not include information which: a. is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; b. was already known by the receiving party before receiving the Confidential Information from the disclosing party or is hereafter rightfully disclosed to the receiving party by a third party legally permitted to make such disclosure without restriction on use or disclosure; c. is permitted to be disclosed by the receiving party pursuant to the prior express written consent of the disclosing party; or d. is required to be disclosed pursuant to applicable law, provided that the receiving party provides the disclosing party with prompt written notice to allow the disclosing party to seek a protective order or take other action to protect its Confidential Information.

5.3. **Use of Confidential Information:** Each party will use the Confidential Information of the other party solely in the context of the agreement.

5.4. **Return of Confidential Information:** All Confidential Information (including all copies thereof) shall at all times remain the property of the disclosing party and shall be returned to the disclosing party upon the first request, except that the receiving party may retain one copy for legal, archival purposes or where required by applicable law.

6. Intellectual Property

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6.1. **Customer Data:** The Customer retains all rights, title, and interest in and to the Customer Data.

6.2. **Results:** Upon full payment for the Services, the Customer will own all right, title, and interest in and to the Results.

6.3. **Carta Genum Analytics' Intellectual Property:** Carta Genum Analytics retains all right, title, and interest in and to any and all intellectual and industrial property rights developed or reduced to practice by Carta Genum Analytics (i) prior to the effective date of the agreement or independent of the Services, and (ii) all *new scripts, methods of analysis,* improvements or modifications to its existing technology and know-how developed in connection with the rendering of the Services, provided that such developments are of general applicability. "General applicability" means tools, methods, or insights not specific to the Customer's unique dataset or context.

6.3.1. **AI Processing and Anonymized Aggregation:** The Customer acknowledges that the Services utilize Large Language Models (LLMs) and Artificial Intelligence agents hosted securely within our enterprise cloud environment. Carta Genum Analytics guarantees that Customer Data, including uploaded reference literature, is **never** used to train public foundational AI models. However, the Customer grants Carta Genum Analytics the right to generate, retain, and utilize fully anonymized, aggregated statistical patterns derived from the analysis to enrich our internal scientific knowledge bases and improve the Services. Such aggregated data shall not contain any Personal Data, proprietary target lists, or identifiable Customer Data.

6.4. **No License to Customer:** Except for the purpose of this agreement, no license, express or implied, is granted to the Customer by Carta Genum Analytics under this Agreement.

6.5. **Suggestions and Feedback:** The Customer may voluntarily provide suggestions, ideas, or other feedback related to the Services. Carta Genum Analytics may use such feedback without restriction and without obligation to the Customer. All such input shall be deemed non-confidential unless otherwise agreed in writing.

7. Limitation of Liability

The limitations and exclusions set out in this Section 7 shall apply to the fullest extent permitted by applicable law.

7.1. **Limitation of Direct Liability:** To the extent permitted by applicable law and save for gross negligence or willful misconduct of Carta Genum Analytics or its officers, the liability of Carta Genum Analytics for any breach of the agreement shall be limited to direct damages actually suffered by the Customer. This limitation also applies to any advice, strategic recommendations, or project development services provided as part of the Services.

7.2. **Aggregate Cap on Liability:** The total aggregate liability of Carta Genum Analytics for all claims of any kind arising out of or in connection with these Terms or Services shall not exceed the lower of: (i) the total value of the relevant Service giving rise to the liability or (ii) EUR 10,000, whichever is lower. This limitation shall not apply to liability that cannot be excluded under applicable law, including liability for personal injury or fraud.

7.3. **Exclusion of Indirect Damages:** Carta Genum Analytics shall not be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profits, loss of business, or loss of data, even if advised of the possibility of such damages.

7.4. **Indemnification:** The Customer agrees to indemnify and hold harmless Carta Genum Analytics from any third-party claims, damages, or liabilities arising from the Customer's misuse of the Services, violation of applicable law (including data-protection laws), or breach of these Terms. Such indemnification includes any regulatory fines, penalties and reasonable legal fees incurred by Carta Genum Analytics.

8. Term and Termination

8.1. **Term:** The term of the Services will be specified in the quotation or service agreement.

8.2. **Termination for Convenience:** Either party may terminate the agreement for convenience upon ten (10) days written notice to the other party.

8.3. **Termination for Cause:** Either party may end the agreement immediately if the other seriously fails to meet its obligations and does not fix the issue within ten (10) days after written notice.

8.4. **Effect of Termination:** If the Customer terminates the agreement for convenience after Services have been rendered, the Customer is obligated to pay for all Services rendered and any agreed-upon fees up to the effective termination date. The Customer will also reimburse Carta Genum Analytics for reasonable costs incurred after termination due to prior commitments. If Carta Genum Analytics terminates the Agreement for convenience, it shall refund to the Customer any advance payments relating to Services not yet performed, after offsetting any amounts then due and payable.

8.5. **Survival:** The provisions of Sections 4 (Fees and Payment), 5 (Confidentiality), 6 (Intellectual Property), 7 (Limitation of Liability), 8 (Term and Termination) and 9 (Governing Law and Dispute Resolution), 14 (Non-Solicitation), and 15 (Publicity), as well as any other clauses which by their nature should survive, shall survive termination or expiration of the agreement.

8.6. **Termination for Insolvency:** Either party may terminate the Agreement immediately by written notice if the other party becomes insolvent, is declared bankrupt, enters into liquidation, or is subject to any comparable legal or administrative proceedings that materially affect its ability to perform under this Agreement.

9. Governing Law and Dispute Resolution

9.1. **Governing Law:** These Terms and any agreement for Services shall be governed by and construed in accordance with the laws of the Czech Republic.

9.2. **Jurisdiction and Dispute Resolution:** All disputes arising from these Terms or any agreement for Services that the parties cannot resolve through mutual consultation will be finally decided by the competent courts of the Czech Republic, in accordance with the laws of the Czech Republic.

10. Entire Agreement

These Terms, together with a specific quotation or service agreement, constitute the entire agreement and understanding between the Customer and Carta Genum Analytics regarding the Services and supersede all prior agreements and understandings. The parties agree that nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship. In the event of any conflict between these Terms and a specific quotation or service agreement, the terms of the quotation or service agreement shall prevail.

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11. Amendments

11.1. **Mutual Amendments:** Any modification, amendment, or waiver of these Terms or any provisions hereof shall be binding upon Carta Genum Analytics and the Customer only if in writing and signed by both parties.

11.2. **Updates to Terms:** Carta Genum Analytics may update these Terms of Service from time to time. The version in effect at the time of the quotation or use of the Services shall apply, unless otherwise agreed. The current Terms will always be available on our website.

12. Notices

Any notices or communications required under this agreement shall be made in writing and sent to the email or business address specified in the quotation or service agreement. Electronic communications shall be deemed "in writing" and will be considered received on the date sent, provided no delivery failure notice is received. The electronic communication system used by Carta Genum Analytics shall serve as conclusive evidence of the content, time of sending, and receipt.

13. Force Majeure

Neither party shall be liable for any failure or delay in performance under this agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemics, labor disputes, or technical failures. The affected party shall notify the other party within five (5) business days of becoming aware of such an event. If a force majeure event continues for more than sixty (60) calendar days, either party may terminate the Agreement by written notice, without liability.

14. Non-Solicitation:
The Customer agrees not to solicit, hire, or engage (directly or indirectly) any employee or consultant of Carta Genum Analytics involved in the performance of the Services during the term of the agreement and for one (1) year thereafter. In case of breach, the Customer agrees to pay a fixed penalty of EUR 50,000 per incident, which the parties acknowledge to be reasonable in view of the investment required to recruit and train such personnel. Payment of the contractual penalty shall not affect Carta Genum Analytics' right to claim damages exceeding the penalty; any damages awarded shall be reduced by the amount of the penalty already paid.

15. Publicity:
Unless otherwise agreed in writing, Carta Genum Analytics may reference the Customer's name, logo, or project in its marketing materials, presentations, and client lists solely for the purpose of identifying the Customer as a client, provided that no Confidential Information is disclosed. The Customer hereby grants Carta Genum Analytics a non-exclusive, royalty-free licence to use its name and logo for such purpose.

If you have any questions about these Terms, please contact us at info@cartagenum.com.

Carta Genum Analytics – Terms of Service | Effective as of March 14, 2026