Curiox Biosystems - SOFTWARE COMMERCIAL TERMS

(For Quotations, Purchase Orders, and Invoices)

December 2025

These Software Commercial Terms (the "Terms") apply to any quotation, purchase order, order confirmation, or invoice (collectively, the "Commercial Documents") issued by Curiox Biosystems Co., Ltd. and its affiliates (collectively, "Curiox") to a customer (the "Customer") for the supply of Curiox software (the "Software") and related services. These Terms are intended to be read together with, and are subject to, the applicable End User License Agreement ("EULA") and Curiox's general Terms & Conditions of Sale (the "T&Cs"). In the event of any conflict between these Terms and the Commercial Documents, these Terms shall prevail unless expressly agreed otherwise in writing by Curiox. In the event of any conflict between these Terms and the T&Cs on matters of payment terms, ordering, delivery conditions, or general commercial provisions, the T&Cs shall prevail. Capitalized terms not defined herein have the meanings given in the EULA or relevant Commercial Document.

1. Nature of the Software Product

1.1 **Standard, General-Purpose Product**

The Software is a standard, general-purpose product and is not developed or customized specifically for the Customer, unless explicitly stated otherwise in the Commercial Documents. Any configuration or parameter setting carried out during installation or implementation is of a general nature and does not constitute bespoke development or transfer of know-how.

1.2 **No Transfer of Source Code or Development Rights**

Unless expressly agreed in a separate written agreement signed by both parties, Curiox does not transfer or license to Customer any rights in or to the source code, underlying algorithms, or development tools of the Software.

2. Software Fee and Payment Structure

2.1 **One-Time, Lump-Sum Fee**

Unless expressly stated otherwise in the Commercial Documents, the fee specified for the Software (the "Software Fee") is a one-time, lump-sum payment for the delivered executable copy of the Software. No recurring license fee or royalty is payable in respect of such delivered copy.

2.2 **Scope of the Software Fee**

The Software Fee covers:

- Supply of one executable copy (or such number of copies as specified) of the Software; and
- The grant of a perpetual right to use such delivered copy, as further described in Section 3 below,

and does **not** include any installation, training, maintenance, support, or other services, which are charged separately as set forth in Section 6.

2.3 **Separate Fees for Upgrades and Additional Rights**

Any future upgrades, enhancements, additional modules, additional user rights, or extensions of the permitted devices or sites may be subject to separate fees and terms, to

be agreed in writing between Curiox and Customer.

2.4 **Payment Terms**

Unless expressly agreed otherwise in the Commercial Documents, all payment terms (including due dates, late payment interest, and credit conditions) shall be governed by Curiox's general Terms & Conditions of Sale (T&Cs), which are incorporated herein by reference.

3. Rights in the Delivered Copy and Intellectual Property

3.1 **Perpetual Right to Use Delivered Copy**

Upon Curiox's delivery of the Software in accordance with Section 5, Customer acquires a perpetual right to use the delivered executable copy of the Software on the device(s), equipment, or environment designated in the Commercial Documents, strictly for Customer's own internal business purposes, and subject to the EULA and these Terms.

3.2 **Ownership of Physical Medium (if any)**

Where the Software is supplied on a physical medium (e.g., USB device, CD, or other hardware carrier), ownership of such physical medium passes to Customer upon delivery in accordance with Section 5. Such transfer of ownership does not include any transfer of intellectual property rights in or to the Software itself.

3.3 **Curiox's Intellectual Property Rights**

Curiox (and/or its licensors) retains all right, title, and interest in and to:

- The Software, including all copies and all versions,
- All associated documentation, specifications, designs, and know-how, and
- All related copyrights, patents, trade secrets, and any other intellectual property rights.

No ownership of any intellectual property is transferred to Customer under any Commercial Document or these Terms.

3.4 **No Implied Rights**

Except for the limited, perpetual right to use the delivered copy expressly granted in Section 3.1, no other rights or licenses, whether express or implied, are granted to Customer. In particular, Customer is not granted any right to reproduce, distribute, sub-license, or commercially exploit the Software beyond the permitted use as set out in the EULA and these Terms.

4. Restrictions on Use, Copying, and Distribution

4.1 **Restrictions**

Customer shall not:

- Copy the Software;
- Distribute, rent, lease, lend, sell, sublicense, or otherwise make the Software available to any third party;
- Modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software; or
- Use the Software to provide timesharing, service bureau, hosting, or similar services to any third party.

4.2 **Compliance with EULA**

Customer's use of the Software remains subject at all times to the EULA. In the event of any conflict between the EULA and these Terms regarding restrictions on use, the more protective provision for Curiox's intellectual

property shall apply.

5. Mode of Delivery (Physical Media vs Electronic Delivery)

5.1 **Delivery on Physical Media**

If the Commercial Documents specify that the Software will be delivered on a physical medium (such as a USB device):

- The physical medium shall be invoiced separately and shall be subject to Incoterms~ 2020 EXW (Ex Works) or FOB Origin, as stated in the Commercial Documents;
- For customs, logistics, and tax purposes, the value of the physical medium is distinguished from the value of the Software;
- Risk of loss or damage to the physical medium transfers in accordance with the agreed Incoterms~ 2020 rule.

5.2 **Electronic Delivery**

If the Commercial Documents specify that the Software will be delivered electronically (e.g., via secure download link or email attachment):

- No physical media will be supplied, unless separately agreed;
- Incoterms~ 2020 do not apply to the electronic delivery of the Software;
- Delivery is deemed to occur when Curiox successfully transmits the Software to Customer's designated electronic address (including by email) or makes the Software available for electronic download, regardless of when Customer actually downloads or installs the Software.

5.3 **Proof of Delivery**

Curiox's records (including server logs, transmission records, and delivery confirmations from carriers or electronic systems) shall be deemed conclusive evidence of delivery of the Software and/or any physical media, absent manifest error.

6. Services (Installation, Training, Maintenance, Support)

6.1 **Separate Line Items and Fees**

Any on-site or remote installation, configuration, validation, training, maintenance, or technical support services (collectively, "Services") are:

- Provided under separate line items in the Commercial Documents;
- Subject to separate fees from the Software Fee; and
- Governed by these Terms, the Commercial Documents, the T&Cs, and any applicable service agreement or statement of work.

6.2 **Nature of the Services**

Services are provided as professional services only and do not involve any transfer of ownership of the Software or any intellectual property rights. Any know-how or methods used by Curiox in the performance of the Services remain the property of Curiox.

6.3 **Annual Maintenance and Support**

Where an annual maintenance and/or support service is offered and purchased:

- Such service is typically optional and renewable on an annual basis;
- The scope, response times, and update rights (if any) are described in the Commercial Documents, T&Cs, or applicable support policy;
- Non-renewal or termination of maintenance and support services

shall not affect Customer's perpetual right to use the delivered copy of the Software under Section 3.1, provided that Customer remains in compliance with the EULA, the T&Cs, and these Terms.

7. Tax and Customs Treatment (Informative)

7.1 **Software as Delivered Copy**

For the avoidance of doubt, the parties acknowledge that:

- The Software Fee relates to the supply of an executable copy of a standard software product and the grant of a perpetual right to use such copy, as described in these Terms; and
- The Software Fee is not intended to constitute a recurring royalty or consideration for the transfer of underlying intellectual property rights.

7.2 **Physical Media and Customs**

Where applicable, the value of any physical medium (e.g., USB device) is stated separately in the Commercial Documents to facilitate appropriate customs and import treatment. The parties agree to cooperate in good faith to provide any necessary documentation to customs authorities.

8. Relationship with EULA and Terms & Conditions

8.1 **EULA Prevails for End-User License Terms**

These Terms are intended to supplement, and not replace, the EULA. In the event of any conflict between these Terms and the EULA relating to end-user licensing conditions, the EULA shall prevail, except where these Terms provide additional clarification regarding commercial and tax-related aspects of the transaction.

8.2 **T&Cs Prevail for General Commercial Terms**

All general commercial matters not specifically addressed herein, including but not limited to ordering procedures, payment terms, delivery timing, limitation of liability, and governing law/jurisdiction, shall be governed by Curiox's T&Cs. In case of conflict on such general commercial matters, the T&Cs shall prevail over these Terms and the Commercial Documents.

8.3 **No Amendment Without Written Agreement**

No modification or waiver of these Terms shall be effective unless made in a written document signed by an authorized representative of Curiox.

9. General

9.1 **Governing Language**

These Terms are drafted in the English language. Any translations are provided for convenience only. In case of discrepancy, the English version shall prevail.

9.2 **Severability**

If any provision of these Terms is held to be invalid or unenforceable by a competent authority, the remaining provisions shall remain in full force and effect.

End of Software Commercial Terms

Curiox Biosystems Co., Ltd.
Samsung Harrington IT Tower #202, #204-213
9 Gil 41 Digital-Ro Geumchun-Gu, Seoul,
08511 ROK