

VIKTOR TERMS OF USE

Effective Date: October 13, 2025

These Terms of Use (the “**Terms**”) govern access to and use of the Virtual International Knowledgebase for Thoracic Oncology Research platform (“**VIKTOR**” or the “**Platform**”), operated by the International Association for the Study of Lung Cancer (“**IASLC**,” “**we**,” “**us**,” or “**our**”).

By accessing or using VIKTOR, you (“**you**” or “**User**”) agree to these Terms. If you do not agree, you must not access or use the Platform.

IF YOU ARE ACCESSING THE PLATFORM AS A BETA USER, PLEASE REVIEW SECTION 3.3 (BETA USERS) CAREFULLY FOR IMPORTANT TERMS GOVERNING YOUR PARTICIPATION, PERMITTED ACTIVITIES, AND LIMITATIONS ON YOUR USE OF THE PLATFORM AND PLATFORM DATA.

1. DEFINITIONS. As used in these Terms, the following terms have the meanings set forth below:

“**Commercial Use**” means any use of the Platform or Platform Data for commercial or revenue-generating purposes, including without limitation, the sale, licensing, distribution or incorporation of Platform Data into any product or service, any use of Platform Data in connection with fee-based services, sponsored research or product development, or any other form of monetization of Platform Data;

“**Platform Content**” means all content, materials, and information made available through or comprising the Platform, including without limitation, Platform Data, software, architecture, databases, user interfaces, analytics, algorithms, documentation, text, graphics, designs, and compilations;

“**Platform Data**” means the curated preclinical thoracic cancer model data and associated metadata made available through the Platform; and

“**Third-Party Content**” means data, such as cell line repositories, genomic databases and model registries, and other content, software, data, or materials owned by third parties and accessible through or referenced by the Platform.

2. PURPOSE AND SCOPE.

- 2.1.** VIKTOR is a non-commercial, community-driven bioinformatic research platform designed to centralize and provide access to curated preclinical thoracic cancer model data. The Platform supports IASLC’s mission to advance thoracic oncology through collaborative science, global education, and improved access to multidisciplinary research resources.
- 2.2.** VIKTOR and all Platform Content are provided solely for research, educational, and academic purposes and not for any Commercial Use. The Platform is not intended for clinical decision support, diagnosis, treatment, or emergency use, and must not be used as a substitute for professional medical judgment or independent data validation. IASLC does not provide medical or clinical advice, and no information made available through the Platform should be interpreted as recommending or endorsing any specific tests, models, therapies, drugs, or treatment regimens. Your access to and use of VIKTOR, including all Platform Data and Platform Content, is at your own risk. You are solely responsible for exercising independent professional judgment in evaluating and applying any Platform Data or other information obtained through the Platform and for any conclusions, research uses, or outcomes derived therefrom.

3. AUTHORIZED USERS; BETA USERS.

- 3.1. Authorized Users.** Access to VIKTOR is exclusively available to IASLC members in good standing. Access may also be granted to institutional participants approved by IASLC in writing. Prior to

obtaining access credentials or utilizing any portion of the Platform, each User must verify their current membership status through IASLC's member authentication system or other verification process designated by IASLC. For clarity, institutional accounts must ensure all authorized users remain IASLC members, and the institution is responsible for its Users' compliance with these Terms.

- 3.2. Access Credentials.** All Users will be issued, or required to create, access credentials to access the Platform. You are solely responsible for maintaining the confidentiality and security of your access credentials and for all activities that occur under your account, whether authorized or unauthorized. You must not share, transfer, sublicense, or otherwise permit any third party to use your access credentials or account. You agree that you will promptly notify IASLC of any theft or unauthorized disclosure or use of your access credentials.
- 3.3. Beta Users.** Certain Users may be granted early or limited access to the Platform as part of a beta, pilot, or evaluation program ("**Beta Users**"). Such access is provided solely for the purpose of testing, evaluating, and providing feedback on the functionality, usability, and performance of the Platform and may be subject to additional terms specified by IASLC. Notwithstanding anything to the contrary in these Terms, Beta Users acknowledge and agree that: (a) all Platform Data and other Platform Content made available to Beta Users shall be treated as the confidential information of IASLC, and Beta Users shall not disclose, reproduce, or permit access to such materials except only as expressly authorized by IASLC in writing; (b) the Platform and any Platform Data or other Platform Content made available during the beta period are provided as is, solely on a temporary, pre-release basis, and may contain errors, defects, or incomplete features; (c) Beta Users shall not use, copy, analyze, publish, distribute, or otherwise exploit any Platform Data or other Platform Content for research, educational, clinical, commercial, or any other purpose except solely to provide testing feedback to IASLC; (d) Beta Users must promptly cease access to the Platform and all Platform Content, and delete any incidental materials, at the conclusion of the beta period or upon IASLC's request; and (e) all feedback, comments, suggestions, ideas, or other feedback provided by Beta Users may be used by IASLC in accordance with Section 5.5 (Feedback).
- 4. RESTRICTIONS.** You agree that you will only access and use the Platform in accordance with these Terms. Without limiting the foregoing, you agree that you will not, and will not attempt to, directly or indirectly: (a) bulk download, export, copy, or otherwise extract any Platform Data or other Platform Content, whether manually or through any automated system, AI, or machine-learning tool, except as expressly permitted under these Terms or with IASLC's prior written consent; (b) use any Platform Data or other Platform Content to train, develop, or enhance any machine-learning or AI system, except as expressly permitted under these Terms or with IASLC's prior written consent; (c) reverse engineer, decompile, disassemble, or otherwise attempt to gain unauthorized access to the Platform, circumvent its authentication or security mechanisms, or re-identify Platform Data; (d) upload, transmit, or make available any content or material that infringes or misappropriates intellectual property, privacy, or other rights, or that is unlawful, deceptive, or harmful; (e) misrepresent or falsify the provenance, accuracy, or integrity of any Platform Data, metadata, or results derived therefrom; (f) access or use the Platform except in accordance with the rights granted in Section 5.3 (License to Users); (h) interfere with, disrupt, or compromise the performance, availability, or security of the Platform, including by introducing malware, probing for vulnerabilities, conducting denial-of-service attacks, or exceeding reasonable request or query limits; (g) impersonate any person or entity, misrepresent your affiliation, send spam or other unauthorized communications, or frame or mirror any portion of the Platform without IASLC's written consent; (h) remove, obscure, or alter attribution, notices, watermarks, or metadata on the

Platform; or (i) if you are a Beta User, use or retain any Platform Data or Platform Content for any purpose other than as set forth in Section 3.3 (Beta Users).

- 4.1. APIs.** IASLC may permit limited automated or programmatic access (such as through an approved API or integration), provided such access complies with these Terms, any applicable API or data use agreement with IASLC, and any usage policies provided by IASLC.

5. OWNERSHIP AND LICENSES.

- 5.1. IASLC Ownership.** All rights, title, and interest, including all intellectual property rights, in and to VIKTOR and the Platform Content, including the Platform Data, are and shall remain the exclusive property of IASLC or its licensors, subject only to the limited license granted in Section 5.3 (License to Users).

- 5.2. Third-Party Content.** The Platform may include Third-Party Content, including data curated and integrated by VIKTOR from third-party sources. Such Third-Party Content remains the property of their respective owners and may be subject to their terms, licenses, and attribution requirements. Users are responsible for reviewing and complying with all applicable third-party terms, restrictions, and attribution requirements associated with such Third-Party Content.

- 5.3. License to Users.** Subject to these Terms, and only if you are an IASLC member in good standing, IASLC grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license and right to access and use the Platform solely for academic, research, and educational purposes, and not for any Commercial Use (except solely with IASLC's prior written consent) or any clinical decision support, diagnosis, treatment, or emergency use. You shall only incorporate insights, analyses, and results derived from the Platform Data into academic, research, and educational publications, presentations, and other works, provided that such use complies with these Terms, including without limitation, the acknowledgment and attribution requirements set forth in Section 6.1 (Attribution).

- 5.4. User Contributions.** Where the Platform allows you to upload or share data or other materials, including datasets, annotations, model descriptions, protocols, analytical pipelines, or metadata ("**User Contributions**"): (a) you represent and warrant that (i) you have all necessary rights and authority to submit the User Contributions, (ii) their submission and use do not violate any laws or third-party rights, or disclose any trade secrets or confidential information, and (iii) they do not contain personal data, protected health information, or other sensitive, regulated or identifiable data; (b) you grant IASLC an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to host, use, reproduce, modify, publish, create derivative works from, distribute, and display such User Contributions to operate, maintain, improve, and promote the Platform, including for curation, quality control, research, and educational purposes; and (c) IASLC may remove any User Contributions at its discretion and without notice, including for compliance, data-integrity, or governance purposes. Users shall retain ownership of their User Contributions, subject to the foregoing license in this Section.

- 5.5. Feedback.** Users may, from time to time, provide feedback, comments, suggestions, ideas, or other feedback regarding the Platform, Platform Content, or related IASLC services ("**Feedback**"). By submitting Feedback, Users grant to IASLC a perpetual, irrevocable, worldwide, royalty-free, transferable, and sublicensable license to use, reproduce, modify, distribute, display, and otherwise exploit such Feedback for any purpose and without obligation of attribution or compensation. Users acknowledge that all Feedback shall be deemed non-confidential and non-proprietary, and IASLC shall have no obligation to provide attribution, compensation, or acknowledgment in connection with any use of such Feedback.

6. ATTRIBUTION; PUBLIC RECOGNITION.

6.1. Attribution. Users who use, reference, or publish any work derived from or incorporating Platform Data must appropriately acknowledge its source. All publications, presentations, or other works based in whole or in part on Platform Data shall include an acknowledgment stating that the data were obtained from the Virtual International Knowledgebase for Thoracic Oncology Research (VIKTOR), developed and maintained by the International Association for the Study of Lung Cancer (IASLC), and must also acknowledge any third-party data sources or contributors identified in the relevant metadata or otherwise designated by IASLC. If IASLC provides specific citation language for Platform Data, you agree to use that language as provided. Users must ensure that any sharing or dissemination of such outputs complies with the same use limitations that apply to the original Platform Data, unless otherwise authorized in writing by IASLC. Failure to provide proper acknowledgment or to comply with these requirements may result in suspension or revocation of Platform access or other remedial action as determined by IASLC in its sole discretion.

6.2. Public Recognition. IASLC may, at its discretion, publicly list or reference publications, presentations, or other works that cite or acknowledge VIKTOR for purposes of transparency, reporting, and recognition of community impact. You agree that IASLC may use your institution's name and logo solely to identify you as a VIKTOR User or contributor.

7. USER OBLIGATIONS. By accessing and using the Platform, you agree that you will: (a) comply with all applicable laws and generally accepted industry and academic standards governing data use, research integrity, and ethical conduct; (b) promptly notify IASLC of any suspected unauthorized access to or misuse of the Platform or any Platform Content; and (c) participate constructively in community feedback mechanisms where applicable.

8. DISCLAIMERS. The Platform Data includes curated datasets aggregated from third-party sources, and the Platform may also include content or materials provided by third parties. While IASLC undertakes reasonable efforts to ensure data integrity, it makes no representations or warranties regarding the accuracy, completeness, timeliness, reliability, or usefulness of any Platform Data, Platform Content, or other information made available through VIKTOR. IASLC does not warrant that the Platform or any portion thereof will be continuously available, uninterrupted, error-free, or secure, that defects will be corrected, or that the Platform or related systems are free from viruses or other harmful components. The Platform and all Platform Content are provided "as is" and "as available" solely for research and informational purposes. To the fullest extent permitted by law, IASLC expressly disclaims all warranties, whether express, implied, statutory, or otherwise, including without limitation any implied warranties of accuracy, non-infringement, merchantability, fitness for a particular purpose, or continuous availability. All statements or opinions expressed in Third-Party Content are solely those of the respective authors or providers and do not necessarily reflect the views of IASLC. IASLC shall not be responsible or liable to you or any third party for the content, accuracy, completeness, or usefulness of any Third-Party Content or other materials provided through the Platform.

9. MONITORING AND COMPLIANCE. IASLC reserves the right to: (a) audit User activities to ensure compliance with these Terms; (b) request copies of, or references to, any publications, presentations, or other works utilizing Platform Data for purposes of tracking research impact, evaluating Platform performance, and reporting to funding or governance bodies; (c) remove or refuse to post any User Contributions, as set forth in Section 5.4 (User Contributions); (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform; and (e) cooperate fully with any law enforcement authorities or court order involving the Platform.

10. CONFIDENTIALITY. You agree to treat as confidential all non-public information disclosed or made available through the Platform, including any nonpublic information regarding the Platform's architecture, security, or operations. You may use such information solely as permitted under these Terms and may not disclose, reproduce, or distribute it to any third party without IASLC's prior written consent. These obligations do not apply to information that (a) becomes publicly available through no breach of these Terms, (b) is lawfully obtained from a third party without restriction, or (c) is independently developed without use of or reference to IASLC's confidential information. These confidentiality obligations survive termination of your access to the Platform.

11. INDEMNIFICATION. You agree to indemnify, defend, and hold harmless IASLC and its directors, officers, employees, agents, affiliates, contractors, licensors, contributors, successors, and assigns from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your access to or use of the Platform, Platform Data, or Platform Content; (b) any User Contribution you provide; or (c) your violation of these Terms or any applicable law or third-party rights. IASLC reserves the right to assume the exclusive defense of any claim subject to indemnification, in which case you agree to reasonably cooperate with IASLC.

12. LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, IASLC and its directors, officers, employees, agents, affiliates, contractors, licensors, contributors, successors, and assigns shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any loss of profits, revenue, data, goodwill, or business interruption, arising out of or relating to your access to or use of, or inability to access or use, VIKTOR or any Platform Content, including without limitation any errors, omissions, inaccuracies, or unauthorized access to or alteration of your information. In no event shall IASLC's total aggregate liability arising from or relating to these Terms or the Platform exceed one hundred U.S. dollars (US \$100). You are solely responsible for verifying the accuracy and applicability of any results, analyses, conclusions, or downstream uses derived from the Platform or Platform Content.

13. MODIFICATION; SUSPENSION AND TERMINATION.

13.1. Modification. IASLC reserves the right, in its sole discretion and without notice, to: (a) modify, update, or discontinue any aspect, feature, or functionality of VIKTOR; or (b) amend these Terms at any time, with the updated version becoming effective upon publication on the VIKTOR website. Continued use of VIKTOR after any such modification constitutes your acceptance of the amended Terms.

13.2. Suspension and Termination. IASLC reserves the right to immediately deny, suspend, or revoke access to the Platform as IASLC deems necessary, in its sole discretion, including without limitation: (a) to any individual whose membership cannot be validated or whose membership has lapsed, been suspended, or terminated; (b) to address security risks, suspected misuse, data integrity issues, or to comply with legal or regulatory obligations; and/or (c) for any violation of these Terms. Upon termination or revocation of access, you must immediately cease all use of the Platform and delete all Platform Data and related materials in your possession or control, except where retention is required by law and only for so long as legally required.

14. MISCELLANEOUS.

14.1. Entire Agreement. These Terms constitute the entire agreement between the User and IASLC with respect to the use of VIKTOR and supersede any prior understandings or representations. No waiver or modification shall be valid unless made in writing and signed by an authorized representative of IASLC.

- 14.2. Severability.** If any provision of these Terms is held to be invalid or unenforceable, it shall be enforced to the maximum extent permissible or, if necessary, modified to the minimum extent required to make it enforceable, and the remaining provisions shall remain in full force and effect.
- 14.3. Governing Law and Jurisdiction.** These Terms and any dispute arising out of or relating to VIKTOR shall be governed by and construed in accordance with the laws of the State of Colorado, United States of America, without regard to its conflict-of-laws principles. The parties irrevocably consent to the exclusive jurisdiction of the courts located in Denver, Colorado, for the resolution of any disputes arising under or in connection with these Terms.
- 14.4. Assignment.** IASLC may assign, delegate, or transfer these Terms or any of its rights or obligations hereunder without restriction or notice. You shall not assign or transfer these Terms, or any rights or obligations under them, without IASLC's prior written consent, and any attempted assignment in violation of this provision is void.
- 14.5. Survival.** Sections that by their nature should survive termination or expiration shall survive, including but not limited to those relating to ownership, restrictions, confidentiality, disclaimers, limitations of liability, indemnification, and governing law.
- 14.6. CONTACT.** Questions, notifications, or requests regarding these Terms or the operation of VIKTOR should be directed to: info@iaslc.org.