Alpha X AI™ Terms and Conditions

Effective Date: October 30, 2026

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1. Introduction and Scope

These Alpha X AI™ Terms and Conditions ("Terms") govern access to and use of Alpha X AI™ websites, applications, software, platforms, AI systems, APIs, agents, automation tools, digital goods, and other offerings that reference these Terms (collectively, the "Services"). The Services support organizational, enterprise, government, commercial, research, and other authorized uses.

By accessing or using the Services, creating an account, accepting an order or subscription, or clicking to accept these Terms, you agree to them. If you use the Services on behalf of an organization, you represent that you are authorized to bind it. Do not use the Services if you do not agree.

Where a separately executed Services Agreement, order form, statement of work, subscription agreement, government contract, or other written agreement governs a Service, that agreement controls to the extent stated in its order-of-precedence provisions.

2. Definitions

"Alpha X AI™" means the Alpha X AI™ business, all of its platforms and services, and the applicable contracting entity identified in the governing order or written agreement.
"Authorized User" means an individual permitted by a customer or administrator to access a Service.

"Your Content" means data, information, documents, materials, prompts, files, communications, software, designs, work product, or other content you submit, upload, store, process, generate, or otherwise provide through a Service. "Digital Goods" means software, applications, digital content, technical materials, data products, AI technologies, models, APIs, documentation, analytical tools, and other electronically delivered materials made available by Alpha X AI™.

"Alpha X AI™ Technology" means Alpha X AI™'s pre-existing or independently developed software, source code, applications, platforms, tools, algorithms, models, agents, methodologies, workflows, interfaces, documentation, know-how, and other foundational technology. "Third-Party Services" means third-party models, APIs, cloud infrastructure,

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software, data sources, identity, payment, communications, or other services integrated with or used to provide the Services.

3. Accounts and Organizational Administration

Some Services require an account, license, subscription, or organizational authorization. You must provide accurate information, keep account details current, protect credentials, and promptly notify the designated contact of suspected unauthorized access.

An organization may appoint administrators to provision users, assign permissions, configure integrations, and manage settings. The organization is responsible for its Authorized Users' acts and omissions and for ensuring that each user's access is appropriate to the user's role.

You must not share credentials except as expressly permitted, circumvent authentication or access controls, or use another person's account without authorization.

4. Privacy and Data Protection

Alpha X AI™'s collection, use, storage, disclosure, and other processing of personal data are described in the applicable Alpha X AI™ Privacy Statement. A separately executed data-processing addendum, security addendum, or other written agreement governs where applicable and controls to the extent stated in that agreement.

You must have the rights, permissions, and lawful basis required to submit personal data or other information through a Service. Do not submit sensitive, regulated, classified, export-controlled, or third-party confidential information unless the Service and applicable written agreement expressly permit it.

Nothing in these Terms overrides a privacy right that cannot lawfully be limited or waived.

5. Your Content and Customer Data

You retain your rights in Your Content. You grant Alpha X AI™ a limited right to host, transmit, process, display, and use Your Content as necessary to provide, secure, maintain, and support the Services, comply with law, and perform the applicable agreement.

You are responsible for Your Content, including its accuracy, legality, integrity, and the rights and permissions needed for its use. You must maintain appropriate copies and backups unless a written agreement expressly assigns that responsibility to Alpha X AI™.

Alpha X AI™ does not claim ownership of Your Content merely because you submit or process it through a Service. This section does not transfer ownership of Alpha X AI™ Technology or Digital

Goods. Use, retention, export, and deletion of Customer Data may be further governed by the applicable Services Agreement and data-processing terms.

6. AI Services and Automated Outputs

The Services may incorporate artificial intelligence, machine learning, generative AI, intelligent agents, workflow orchestration, classification, search, analytics, asset intelligence, governance, MLOps, and decision-support technologies. Outputs may be probabilistic, inaccurate, incomplete, outdated, biased, or unsuitable for a particular use.

You must independently evaluate material outputs, verify information where appropriate, apply human review, and remain responsible for decisions and actions taken using the Services. Do not represent AI-generated content as verified fact when it has not been checked.

Unless expressly authorized in a written agreement and supported by appropriate safeguards, you must not use the Services or outputs as the sole basis for high-impact decisions affecting legal rights, essential services, safety, employment, credit, or other consequential matters.

Alpha X AI™ does not provide legal, medical, financial, or other professional advice through general-purpose AI outputs and does not make governmental decisions on a customer's behalf unless expressly authorized in a separate written agreement.

7. Content and Acceptable Use

You must use the Services lawfully, responsibly, and in accordance with applicable policies and written agreements. You must not, or permit another person to:

- **use the Services** to violate law, regulation, court order, or another person's rights;
- **exploit, abuse**, threaten, groom, traffic, or otherwise endanger a child or other person;
- **generate or distribute** malware, credential-theft tools, phishing, spam, or malicious code or communications;
- **engage in fraud**, impersonation, deceptive practices, or unauthorized surveillance;
- **harass**, stalk, threaten, bully, or facilitate violence or other serious harm;
- **infringe** intellectual-property, privacy, confidentiality, or other legal rights;
- **attempt unauthorized** access, bypass safeguards, extract non-public model or system information, or interfere with system integrity or availability;
- **circumvent** usage limits, security controls, licensing restrictions, or access permissions; or
- **help another person** violate these Terms or applicable policies.

8. Enforcement and Account Activity

Alpha X AI™ may investigate credible reports or suspected violations and may refuse a request, remove or restrict content, disable an integration, limit features, suspend access, preserve relevant records where lawful, or terminate access in accordance with the applicable agreement and law.

Alpha X AI™ will consider the nature and severity of an issue, security and safety risks, contractual obligations, and applicable law when taking enforcement action. Where reasonably practicable, Alpha X AI™ may provide notice and an opportunity to address the issue, except where immediate action is needed to protect users, systems, data, or third parties.

You must reasonably cooperate with investigations into suspected misuse affecting the Services. Nothing in this section requires Alpha X AI™ to monitor all content or activity.

9. Software License and Digital Goods

Subject to these Terms, the applicable order, and payment of applicable fees, Alpha X AI™ grants you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services and Digital Goods during the authorized term and solely for the permitted purpose.

Digital Goods are licensed, not sold, unless a written agreement expressly states otherwise. You must not copy, modify, distribute, sell, lease, sublicense, reverse engineer, decompile, disassemble, remove proprietary notices, or create derivative works from Digital Goods except as expressly permitted by written license or non-waivable law.

Certain Services may include open-source or third-party components subject to separate licenses. Those licenses govern the relevant components and do not grant rights in Alpha X AI™ proprietary technology.

10. Intellectual Property and Trademarks

Alpha X AI™ and its licensors retain all rights, title, and interest in the Services, Digital Goods, Alpha X AI™ Technology, documentation, designs, models, workflows, and related intellectual property, except for rights expressly granted to you.

Alpha X AI™, Monti™, Change AI™, Sprocket AI™, Titan AI™, Raven AI™, Accel AI™, WillaChat™, Artemis Life Sciences™, and other product names and marks identify relevant offerings. You may not use them in a way that suggests sponsorship, endorsement, affiliation, or authorization without prior written permission.

You must not submit, upload, reproduce, distribute, or otherwise use third-party materials through the Services unless you have the necessary rights, permissions, licenses, or legal authority. Alpha X AI™ may respond to credible intellectual-property complaints in accordance with applicable law.

11. Fees, Subscriptions, and Payment

Paid Services are subject to the fees, billing periods, usage limits, renewal terms, and payment conditions disclosed at purchase or stated in the applicable order or subscription. You agree to pay all amounts due for your authorized use.

Taxes, third-party provider charges, and pass-through expenses may apply where disclosed. Refunds, credits, cancellations, automatic renewal, and minimum commitments are governed by the applicable order or purchase terms; these Terms alone do not create an additional refund right or automatic renewal.

If an amount is disputed in good faith, you must notify the designated billing contact with reasonable detail. Undisputed amounts remain due under the applicable agreement.

12. Third-Party Services and Integrations

The Services may depend on or integrate with third-party models, APIs, cloud infrastructure, software, data sources, app stores, communications, or customer systems. Such services may be governed by separate terms, privacy practices, licenses, fees, and availability conditions.

You are responsible for reviewing and complying with third-party terms applicable to services you select or control. Alpha X AI™ does not grant rights in third-party intellectual property except as expressly provided by the rights holder and is not responsible for independent third-party systems outside its reasonable control.

Changes, outages, limits, or discontinuation by a third-party provider may affect a Service. Special integration commitments apply only if stated in an applicable written agreement.

13. Availability, Changes, and Updates

Alpha X AI™ may maintain, update, patch, replace, improve, restrict, suspend, or discontinue features, models, APIs, and Services. Where reasonably practicable, Alpha X AI™ may provide advance notice of material changes that significantly affect an active paid Service, subject to security, legal, and operational needs.

Availability may vary by product, subscription, deployment, geography, device, capacity, or third-party dependencies. Alpha X AI™ does not guarantee uninterrupted or error-free operation unless an applicable service-level agreement expressly provides otherwise.

Alpha X AI™ may update these Terms. Where required by law, Alpha X AI™ will provide notice of material changes. Updated Terms apply from the stated effective date; continued use after that date constitutes acceptance where permitted by law.

14. Suspension and Termination

You may stop using a Service, subject to any active order, subscription, or contractual commitment. The applicable Services Agreement or order governs termination for cause, renewal, and consequences of termination.

Alpha X AI™ may suspend or terminate access where permitted by the applicable agreement, including where reasonably necessary to address a security threat, unlawful activity, material misuse, non-payment, or a material risk to the Services, users, customers, or third parties.

Upon termination, your right to access the affected Service ends. Data export, return, deletion, and retention are governed by the applicable agreement, privacy terms, and law. Provisions that by their nature should survive termination will survive, including accrued payment obligations, intellectual property, confidentiality, disclaimers, limitations of liability, and dispute provisions.

15. Warranties and Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, DIGITAL GOODS, AI OUTPUTS, AND THIRD-PARTY COMPONENTS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” EXCEPT FOR ANY EXPRESS WARRANTY IN A SIGNED WRITTEN AGREEMENT.

ALPHA X AI™ DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ALPHA X AI™ DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR THAT OUTPUTS WILL BE ACCURATE, COMPLETE, CURRENT, OR SUITABLE FOR A PARTICULAR DECISION OR PURPOSE.

General descriptions of security, governance, transparency, explainability, responsible AI, or product capabilities do not constitute a certification, audit opinion, compliance guarantee, or service-level commitment unless expressly documented in a signed written agreement.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALPHA X AI™ AND ITS LICENSORS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALPHA X AI™'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, UNLESS AN APPLICABLE SIGNED AGREEMENT EXPRESSLY PROVIDES A DIFFERENT LIMIT.

These limitations do not apply to liability that cannot lawfully be excluded or limited. Where a separately executed Services Agreement contains a liability provision, that provision controls to the extent stated in its order-of-precedence terms.

17. Indemnification

Any defense and indemnification obligations are those expressly stated in the applicable Services Agreement or order. These Terms do not create an additional indemnity beyond an express obligation in the applicable written agreement.

You are responsible for claims arising from Your Content, your unlawful use of the Services, your violation of these Terms, or your infringement of another person's rights, subject to any contrary provision in the applicable Services Agreement.

18. Disputes, Governing Law, and Venue

Disputes are governed first by the dispute-resolution provisions in the applicable Services Agreement or order. If no such provision applies, the parties will attempt in good faith to resolve the dispute through authorized representatives before commencing litigation, except that either party may seek urgent equitable relief.

Unless an applicable written agreement or mandatory law provides otherwise, these Terms are governed by the laws of the State of Wyoming, United States, without regard to conflict-of-law principles, and the state and federal courts located in Wyoming have exclusive jurisdiction.

These Terms do not require arbitration unless you separately accept an express arbitration provision in a signed agreement or applicable order.

19. Notices and Reporting

Legal notices must be sent to the address or designated electronic contact identified in the applicable agreement or official account interface. Notices of alleged infringement or misuse should identify the material at issue, the relevant rights or concern, and a reliable method for follow-up.

Alpha X AI™ may act on notices and reports as appropriate under applicable law, contractual obligations, and its procedures. Contact details and reporting channels are those published in the applicable Service or stated in the governing written agreement.

20. Export Controls and Trade Restrictions

You must comply with applicable United States and international export-control and sanctions laws and regulations when accessing or using the Services. You may not use or permit access to the Services in a prohibited destination, for a prohibited end use, or by a prohibited end user.

You must not submit classified, controlled, or export-restricted information unless the applicable Service and written agreement expressly authorize that information and establish required safeguards.

21. Feedback

If you provide suggestions, ideas, or feedback about the Services, you grant Alpha X AI™ a non-exclusive, worldwide, royalty-free right to use, reproduce, modify, and incorporate that feedback to improve or develop its offerings, without an obligation to compensate you. This right does not authorize disclosure or misuse of your Confidential Information in violation of an applicable written agreement.

22. Miscellaneous and Order of Precedence

These Terms, together with the applicable Services Agreement, orders, and documents expressly incorporated into them, form the contractual framework for the Services. The applicable Services Agreement is the primary agreement and controls in the event of a conflict, followed by these Terms, applicable order forms and service-level agreements, and supplemental policies or notices, unless the controlling written agreement expressly provides a different order.

Supplemental policies are incorporated only to the extent expressly identified as applicable and consistent with the Services Agreement and these Terms. A separately executed

agreement overrides a provision only to the extent it expressly identifies the provision it modifies or overrides.

You may not assign these Terms or your account without prior written consent, except where applicable law permits otherwise. Alpha X AI™ may assign these Terms to an affiliate or successor in connection with a merger, reorganization, acquisition, or sale of relevant assets.

If a provision is unenforceable, it will be modified to the minimum extent necessary, and the remaining provisions will remain in effect. Failure to enforce a provision is not a waiver. Alpha X AI™ is not responsible for delay or failure caused by events beyond its reasonable control. Except where expressly stated, these Terms do not create rights in any third party.

23. Acknowledgment and Acceptance

Before using the Services, review these Terms, the applicable Alpha X AI™ Privacy Statement, the applicable Services Agreement, any order or subscription terms, and any product-specific policy or supplemental terms identified as applicable.

By accepting these Terms, accessing or using a Service, or continuing to use a Service after notice of an updated version, you agree to the version applicable to that use, subject to any separate acceptance, notice, or consent process required by law.

Covered Services

Monti™ conversational-agent and authorized workflow-assistance Services.
Change AI™ policy, governance, and compliance-workflow automation Services.
Titan AI™ asset, logistics, supply-chain, document, and engineering-intelligence Services.
Raven AI™ command-and-control and C6ISR integration Services, where expressly authorized.
Accel AI™ AI-assisted federal acquisition drafting and review Services.
WillaChat™ parent-controlled AI safety and conversational Services, subject to applicable product-specific terms.
Artemis Life Sciences™ research-focused biomedical AI Services.