



Alpha X AI™ Services Agreement

Effective Date: October 30, 2026

Last Updated: October 30, 2026

This Agreement governs the commercial relationship, scope of service delivery, customer and provider responsibilities, fees, data handling, deliverables, and allocation of risk for Alpha X AI™ Services ordered by Customer.

1. Parties, Purpose, and Scope

This Alpha X AI™ Services Agreement (“Agreement”) is entered into by the customer identified in an applicable order form, statement of work, subscription, or other ordering document (“Customer”) and the applicable Alpha X AI™ contracting entity identified in that document (“Alpha X AI™”). This Agreement governs the provision of the Services described in an applicable order, together with any service-specific terms expressly incorporated into that order.

Alpha X AI™ provides technology and related services for organizational, enterprise, government, commercial, research, and other authorized uses. The Services may include AI platforms and applications, intelligent agents, automation, analytics, workflow orchestration, conversational systems, governance tools, integration capabilities, professional services, implementation, and support.

Each order or statement of work should identify the Services purchased, applicable deployment model, permitted use, fees, term, deliverables, dependencies, and any service levels or special requirements. A feature or service is included only if made available by Alpha X AI™ or expressly described in the applicable order.

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 employee, contractor, agent, or other individual whom Customer permits to access the Services under Customer’s account or authorization.

“Customer Data” means data, records, files, prompts, documents, communications, and other materials submitted to or made available to the Services by or for Customer, excluding Alpha X AI™ Technology and Usage Data.



“Deliverables” means reports, configurations, integrations, documentation, software components, or other work product expressly identified as a deliverable in an applicable statement of work.

“Alpha X AI™ Technology” means the pre-existing or independently developed software, models, agents, algorithms, workflows, methods, interfaces, tools, documentation, know-how, and other technology used to provide the Services.

“Services” means the products, platforms, software, APIs, AI systems, digital goods, professional services, support, and related offerings identified in an applicable order or otherwise expressly made subject to this Agreement.

“Third-Party Services” means third-party models, APIs, software, cloud infrastructure, data sources, communication services, and other products or services used with or integrated into the Services.

3. Orders and Service Scope

Alpha X AI™ will provide the Services in accordance with this Agreement and the applicable order or statement of work. If an order specifies a scope, milestone, dependency, acceptance criterion, service level, or other requirement, that requirement applies only to the extent expressly stated in the order.

Changes to scope, assumptions, schedules, deliverables, integrations, environments, or Customer requirements may require a written change order and may affect fees and timelines. Neither party is required to perform a material change unless agreed in writing by authorized representatives.

Descriptions of a product family or potential capability do not independently commit Alpha X AI™ to provide a feature, integration, model, performance level, certification, or deployment that is not included in the applicable order.

4. Alpha X AI™ Services and Product Portfolio

Depending on availability and the applicable order, Services may include the following product families and capability areas:

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 and lawfully provided.

Accel AI™ AI-assisted federal acquisition drafting and review Services.

WillaChat™ Parent-controlled AI safety and conversational Services, governed by any applicable product-specific terms.

Artemis Life Sciences™ Research-focused biomedical AI Services, subject to applicable scientific, regulatory, and deployment limitations.

Alpha X AI™ may also provide data analytics, predictive analysis, classification, search, asset intelligence, AI governance, MLOps, software integration, automation, implementation, and related enterprise solutions when specified in an order.

Product names and descriptions identify service categories; they do not expand the purchased scope or promise that any particular feature is available in every deployment.

5. Customer Responsibilities and Cooperation

Customer will provide timely and accurate information, personnel, decisions, access, approvals, systems, and cooperation reasonably required for delivery. Customer is responsible for its environments, endpoints, identity management, user permissions, network controls, integration configuration, backups, and systems under its control unless an order expressly assigns a responsibility to Alpha X AI™.

Customer will ensure that it and its Authorized Users have all rights, permissions, consents, and legal authority necessary to provide Customer Data and use the Services. Customer will not provide sensitive, regulated, classified, export-controlled, or third-party confidential information unless the applicable Service and written agreement expressly permit such information and establish appropriate controls.

Customer is responsible for its Authorized Users' acts and omissions, the accuracy and legality of Customer Data, and decisions made using outputs or recommendations from the Services.

6. Customer Data, Privacy, and Security

Customer retains its rights in Customer Data. Customer grants Alpha X AI™ a limited, non-exclusive right to host, copy, transmit, process, modify as technically necessary, and otherwise use Customer Data only to provide, secure, support, and maintain the Services, perform the applicable order, comply with law, and as otherwise authorized in writing.



Each party will comply with the privacy and data-protection obligations applicable to it under law and the applicable written agreement. The Alpha X AI™ Privacy Statement describes applicable processing practices, but does not override a negotiated data-processing addendum, security addendum, or other executed agreement.

Alpha X AI™ will apply security measures appropriate to the nature of the Service, information processed, and agreed deployment model. Specific security controls, certifications, incident-notification periods, recovery objectives, and audit rights apply only if stated in an executed agreement or applicable order.

Customer will promptly notify Alpha X AI™ through the designated support or security contact of a suspected compromise affecting the Services and reasonably cooperate with containment and remediation. Each party will handle personal-data incidents in accordance with applicable law and its express contractual obligations.

7. AI Outputs, Human Review, and Use Limitations

The Services may use artificial intelligence, machine learning, intelligent agents, generative systems, classification, predictive analytics, automated workflow orchestration, and decision-support technologies. Outputs may be probabilistic, incomplete, inaccurate, outdated, or unsuitable for a particular purpose.

Customer is responsible for evaluating outputs before relying on them, maintaining appropriate human review, verifying material facts, and making final business, operational, legal, safety, acquisition, scientific, or other decisions. Unless an order expressly provides otherwise, the Services do not replace professional judgment or independent validation.

Customer will not use outputs as the sole basis for decisions where error could reasonably result in death, personal injury, significant legal consequences, denial of essential rights, or other high-impact outcomes unless the use is expressly authorized in writing and appropriate safeguards are in place.

Alpha X AI™ does not make governmental decisions on Customer's behalf and does not provide legal, medical, financial, or other professional advice unless an applicable written agreement expressly defines and authorizes a professional service.



8. Third-Party Services and Integrations

The Services may interoperate with third-party models, APIs, cloud providers, software, data sources, and customer systems. Customer's use of a Third-Party Service may be subject to separate terms, licenses, fees, privacy notices, and security requirements.

Unless an order states otherwise, Customer is responsible for obtaining and maintaining rights to Customer-selected third-party services, credentials, data, and systems. Alpha X AI™ is not responsible for the independent operation, availability, or acts and omissions of third-party providers outside its reasonable control.

Integration dependencies, API limits, model changes, third-party outages, or changes in external systems may affect functionality or performance. The parties will follow any allocation of integration responsibilities stated in the applicable order.

9. Implementation, Deliverables, and Acceptance

Implementation, configuration, migration, training, consulting, integration, and other professional services are included only when described in an applicable statement of work or order.

Any acceptance process, review period, objective acceptance criteria, remediation process, milestone, or delivery date must be stated in the applicable statement of work. If no acceptance procedure is specified, deliverables are provided subject to the general terms of this Agreement and no unstated acceptance warranty is created.

Customer will review deliverables promptly and provide specific written notice of any material failure to meet expressly documented acceptance criteria. The parties will cooperate in good faith to address a properly reported nonconformity within the agreed scope.

10. Fees, Invoicing, and Taxes

Customer will pay the fees, expenses, subscription charges, and other amounts stated in each applicable order. Unless an order provides otherwise, invoices are due within thirty (30) days of the invoice date. Disputed amounts must be identified promptly and in good faith; undisputed amounts remain payable when due.

Fees are exclusive of applicable sales, use, value-added, withholding, and similar taxes, duties, and government charges, other than taxes based on Alpha X AI™'s net income.



Customer is responsible for applicable taxes associated with its purchase, except to the extent Alpha X AI™ is legally required to pay them.

Subscription renewals, usage-based charges, minimum commitments, expense reimbursement, late charges, and refund rights are governed by the applicable order. No automatic renewal or non-refundable commitment applies unless disclosed in the order or otherwise accepted by Customer.

11. Term, Suspension, and Termination

This Agreement begins when accepted by the parties and continues while any order remains in effect, unless terminated in accordance with this Agreement. Each order will state its subscription or service term and any renewal terms.

Either party may terminate this Agreement or an affected order for material breach if the breach remains uncured thirty (30) days after written notice, or within another cure period stated in the order. A party may terminate immediately where required by law or where the other party's breach cannot reasonably be cured.

Alpha X AI™ may suspend affected access where reasonably necessary to address a security threat, unlawful activity, material misuse, non-payment of undisputed overdue amounts after notice, or a material risk to the Services, users, or third parties. Alpha X AI™ will use reasonable efforts to limit the suspension to the affected scope and restore access when the cause is resolved.

Upon expiration or termination, Customer will cease using the terminated Services and pay all undisputed fees accrued through the effective date. Return, export, deletion, and retention of Customer Data will be handled as stated in the applicable order, data-processing terms, and law. Any post-termination assistance or data export fees must be stated in the applicable order or separately agreed.

12. Intellectual Property and License

Subject to this Agreement and payment of applicable fees, Alpha X AI™ grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the applicable order term to access and use the Services solely for Customer's authorized internal business or other expressly authorized purposes.

Alpha X AI™ and its licensors retain all rights, title, and interest in Alpha X AI™ Technology, the Services, software, models, agents, algorithms, workflows, documentation, interfaces,



and improvements, excluding Customer Data and any rights expressly granted to Customer in writing.

Customer will not copy, modify, reverse engineer, decompile, disassemble, circumvent security controls, extract non-public model or system information, resell, sublicense, or create derivative works from the Services except as expressly permitted by an applicable license or non-waivable law.

Ownership and licensing of bespoke Deliverables, custom code, and work product will be governed by the applicable statement of work. No assignment of intellectual property is implied where the order is silent.

13. Confidentiality

“Confidential Information” means non-public information disclosed by one party to the other that is marked confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure. Customer Data and non-public Alpha X AI™ Technology are Confidential Information.

The receiving party will use Confidential Information only to perform or exercise rights under the applicable agreement, protect it using reasonable care, and disclose it only to personnel and service providers who need to know it and are bound by confidentiality obligations. These restrictions do not apply to information the receiving party can demonstrate is public without breach, already lawfully known, independently developed, or lawfully received without restriction.

A party may disclose Confidential Information when required by law, subject to prior notice where legally permitted and reasonable cooperation in seeking protective treatment. These obligations continue for five (5) years after disclosure, except trade secrets remain protected for as long as they qualify as trade secrets under applicable law.

14. Warranties and Disclaimers

Each party represents that it has authority to enter into this Agreement. Alpha X AI™ will provide the Services in a professional and workmanlike manner where professional services are expressly included in an order.

EXCEPT FOR EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT OR AN APPLICABLE ORDER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, DELIVERABLES, AI OUTPUTS, AND THIRD-PARTY COMPONENTS ARE PROVIDED “AS IS”



AND “AS AVAILABLE.” ALPHA X AI™ DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ALPHA X AI™ DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT OUTPUTS WILL BE ACCURATE, COMPLETE, CURRENT, OR SUITABLE FOR CUSTOMER’S REQUIREMENTS.

15. Indemnification

Each party will be responsible for third-party claims to the extent caused by its own unlawful conduct, negligence, or breach of an express obligation, subject to the procedures and limitations in this Agreement.

Customer will defend and indemnify Alpha X AI™ against third-party claims arising from Customer Data, Customer’s use of the Services in violation of law or this Agreement, or Customer’s infringement of third-party rights, except to the extent the claim results from Alpha X AI™’s breach or willful misconduct.

Alpha X AI™ will defend Customer against a third-party claim alleging that Customer’s authorized use of an unmodified Service infringes a United States patent, copyright, or trademark, and will pay damages finally awarded or settlements approved by Alpha X AI™. This obligation does not apply to claims arising from Customer Data, third-party components, modifications, combinations not supplied by Alpha X AI™, or use outside the authorized scope. Alpha X AI™ may procure continued use, modify or replace the affected Service, or terminate the affected order and refund prepaid unused fees if those options are commercially reasonable.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE AFFECTED SERVICES DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. “EXCLUDED CLAIMS” MEANS PAYMENT OBLIGATIONS, A PARTY’S INDEMNIFICATION OBLIGATIONS, BREACH OF



CONFIDENTIALITY, MISUSE OF INTELLECTUAL PROPERTY, AND LIABILITY THAT CANNOT LAWFULLY BE LIMITED. An order may state a different cap or exclusions expressly.

17. Disputes, Governing Law, and Equitable Relief

The parties will first attempt in good faith to resolve a dispute through authorized representatives. Either party may seek urgent injunctive or equitable relief to protect confidential information, intellectual property, or security interests.

Unless an applicable order or mandatory law provides otherwise, this Agreement is governed by the laws of the State of Wyoming, United States, without regard to conflict-of-law principles. The state and federal courts located in Wyoming will have exclusive jurisdiction, and each party consents to that jurisdiction.

No arbitration requirement applies unless the parties expressly agree to arbitration in a signed agreement or an applicable order.

18. Compliance, Export Controls, and Government Use

Each party will comply with laws applicable to its performance under this Agreement. Customer will comply with applicable export-control and sanctions laws and will not permit access by prohibited persons, destinations, or end uses.

Services will not be treated as approved for classified information, controlled unclassified information, regulated data, or other specially protected information unless the applicable Service and executed agreement expressly authorize that information and establish required safeguards.

Any government-specific procurement terms, mandatory flow-down clauses, security requirements, records obligations, or sovereign-immunity provisions apply only to the extent required by law or expressly incorporated into the applicable government order.

19. Notices, Assignment, and General Terms

Notices under this Agreement must be sent to the addresses or designated electronic contacts stated in the applicable order. Notices of breach or termination must identify the relevant agreement and issue with reasonable specificity.

Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign it to an affiliate or successor in connection with a



merger, reorganization, or sale of substantially all relevant assets, provided the assignee assumes the obligations. Any prohibited assignment is void to the extent permitted by law.

If any 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. Neither party is liable for delay caused by events beyond its reasonable control, except for payment obligations already accrued.

This Agreement, the applicable orders, and documents expressly incorporated into them form the entire agreement concerning the Services and supersede prior proposals or discussions on that subject. In a conflict, the order of precedence is: (1) a signed amendment that expressly identifies the provision changed; (2) the applicable order or statement of work for its specific subject matter; (3) this Agreement; and (4) supplemental policies or notices, which do not override the foregoing unless expressly stated.

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.

Other AI, automation, analytics, integration, governance, and enterprise solutions expressly identified in an applicable order.

By signing an applicable order or statement of work, or otherwise accepting this Agreement where presented, each party agrees to be bound by the terms applicable to the Services ordered.