

P-1 AI, INC.
ARCHIE SOLO TERMS OF USE

Last Updated: July 12, 2026

THE FOLLOWING TERMS AND CONDITIONS ("AGREEMENT") APPLY TO THE "ARCHIE SOLO" SERVICE ("SERVICE") PROVIDED TO YOU BY P-1 AI, INC. ("P-1 AI"). PROCUREMENT OF, USE OF, OR ACCESS TO SUCH SERVICE IS SUBJECT TO YOUR AND THE ENTITY YOU REPRESENT (TOGETHER, "USER") COMPLIANCE WITH THIS AGREEMENT. P-1 AI'S COLLECTION, USE, AND DISCLOSURE OF PERSONAL INFORMATION IN CONNECTION WITH THE SERVICE ARE DESCRIBED IN THE ARCHIE SOLO PRIVACY POLICY.

1. Scope. During the term of this Agreement, P-1 AI will use commercially reasonable efforts to provide access to the Service. The Service is provided to User solely to help User test and evaluate the Service for User's benefit. User must not (and must not allow any third party to): (i) reverse engineer or decompile the Service, (ii) modify or create derivatives of the Service, or (iii) use the Service, or any Output (as defined below), to help develop any competing products or services or to train any artificial intelligence models. The Service is intended solely for users located in the United States and is not offered or made available to persons located in the European Economic Area, the United Kingdom, or Switzerland. User represents and warrants that User is not located in, and will not access or use the Service from, any such jurisdiction. P-1 AI may restrict or terminate access where it reasonably believes this restriction has been violated.

2. Input and Output. User may submit data, information, materials, content, and prompts (collectively, "Input") to the Service for processing (which includes processing by artificial intelligence model(s)). As between the parties, Output generated from such processing ("Output") will be owned by User. P-1 AI hereby assigns any rights it has to the Output to User. Output may not be unique, and other users may receive the same or similar output. P-1 AI does not represent or warrant that any Output is copyrightable, protectable, or non-infringing. User's ownership of Output does not include any P-1 AI technology, models, software, templates, documentation, or other pre-existing materials embodied in or used to generate the Output, and remains subject to any third-party rights and applicable law.

USER MUST NOT: (I) PROVIDE ANY INPUTS THAT ARE OWNED BY (OR OTHERWISE PROPRIETARY OR CONFIDENTIAL TO) USER'S EMPLOYER OR ANY OTHER THIRD PARTY WITHOUT SUCH EMPLOYER'S OR THIRD PARTY'S EXPRESS WRITTEN CONSENT, OR (II) PROVIDE ANY INPUTS THAT USER (OR USER'S EMPLOYER OR ANY THIRD PARTY) DEEMS COMMERCIALY SENSITIVE OR VALUABLE.

USER REPRESENTS AND WARRANTS THAT (I) USER HAS SUFFICIENT RIGHT, TITLE, AND INTEREST IN AND TO ALL INPUT FOR ALL PURPOSES OF THIS AGREEMENT, (II) PROVISION OF THE INPUTS FOR ALL PURPOSES HEREUNDER

WILL NOT CONFLICT WITH ANY OBLIGATIONS USER HAS TO ANY THIRD PARTY, AND (III) THE INPUTS WILL NOT VIOLATE, BREACH, OR CONFLICT WITH ANY LAWS, REGULATIONS, OR THIRD-PARTY RIGHTS.

USER ACKNOWLEDGES AND AGREES THAT P-1 AI WILL HAVE THE RIGHT TO PERPETUALLY RETAIN, REPRODUCE, AND USE ALL INPUT AND OUTPUT FOR ITS OWN INTERNAL PURPOSES OF HELPING TRAIN AND OTHERWISE IMPROVE THE SERVICE. INPUTS AND OUTPUTS MAY BE PROVIDED BY P-1 AI TO ITS AGENTS AND SUBPROCESSORS TO HELP WITH SUCH PURPOSES. FOR CLARITY, P-1 AI WILL NOT BE REQUIRED TO DELETE ANY INPUT OR OUTPUT.

3. Acceptable Use. User must not, and must not permit any third party to: (i) use the Service in violation of any law, regulation, sanctions, or export-control requirement; (ii) submit or generate content that is unlawful, infringing, fraudulent, deceptive, defamatory, harassing, abusive, or otherwise violates third-party rights; (iii) introduce malware, malicious code, or other material intended to disrupt, damage, or gain unauthorized access to any system or data; (iv) probe, scan, test, or circumvent any security, authentication, usage, rate, access, or technical restriction; (v) scrape, harvest, or access the Service through unauthorized automated means; (vi) attempt to extract or discover any source code, model weights, system prompts, nonpublic architecture, training data, or other underlying components of the Service, except to the limited extent such restriction is prohibited by applicable law; (vii) share account credentials or allow unauthorized persons to access the Service; (viii) conduct or publish benchmarks or performance tests of the Service without P-1 AI's prior written consent; (ix) use the Service to develop malware, facilitate cyberattacks, impersonate others, or misrepresent Output as independently verified or human-generated where doing so would be misleading; or (x) submit personal data, protected health information, payment-card data, export-controlled technical data, or other regulated or specially protected information unless P-1 AI has expressly agreed in writing to process it.

4. High-Risk Uses Strictly Prohibited. The Service is not intended to be used as a "high-risk AI system" (as defined in Article 3(44) and Article 6 of the EU AI Act, Regulation (EU) 2024/1689). Without limiting the foregoing, User is strictly prohibited from utilizing the Service to design, code, operate, or maintain (a) any safety component of a product or machinery subject to a third-party conformity assessment under the EU harmonization legislation listed in Annex I of the EU AI Act, or (b) any high-impact system listed in Annex III of the EU AI Act, including critical-infrastructure management, biometrics, or employment automation. Without limiting the foregoing, the Service must not be used to help design, or make decisions related to, product-safety features, life-support systems, medical devices, weapons, nuclear facilities, automated driving, or air-traffic control. User must not deploy, integrate, modify, or otherwise use the Service or any Output in a manner that causes the Service or any Output to constitute or form part of a high-risk AI system.

User acknowledges and agrees that: (i) the Service must be used only as an advisory, human-supervised agent for general engineering purposes; (ii) all Output must be

reviewed and vetted by User's qualified technical personnel before implementation or any use that may affect third parties; and (iii) to the extent User's modification, integration, change in intended purpose, deployment, branding, or other conduct causes User to be treated as a provider, deployer, importer, distributor, or other regulated operator under the EU AI Act or other applicable law, User will be solely responsible for the resulting obligations. User will defend, indemnify, and hold harmless P-1 AI from any regulatory action, claim, demand, audit, loss, liability, damage, settlement, fine, cost, or expense (including reasonable attorneys' fees) arising from User's prohibited high-risk use or User's failure to comply with such obligations.

5. Disclaimer. ALL SERVICE IS PROVIDED "AS IS," AND P-1 AI HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUCH DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, P-1 AI MAKES NO WARRANTIES WITH RESPECT TO ANY OUTPUT OR THE RESULTS USER MAY ACHIEVE FROM USE OR RELIANCE THEREON.

Onshape Terms. With respect to the Service as made available through the Onshape platform or App Store, User acknowledges and agrees that PTC, Inc. and its affiliates operating Onshape (collectively, "Onshape") are not responsible for the Service; do not warrant or endorse, and assume no liability or responsibility for, the Service or any other third-party materials, products, or services; and do not guarantee, represent, or warrant that User's use of the Service will be uninterrupted or error-free. User's use of, or inability to use, the Service is at User's sole risk, and Onshape will not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from such use or inability to use. Onshape may suspend User's use of the Service if, in Onshape's sole discretion, the Service detrimentally impacts Onshape, another user, or the Onshape App Store. User will defend, indemnify, and hold harmless Onshape and its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) relating to the Service or User's use of it. Onshape is an intended third-party beneficiary of this paragraph and may enforce it directly.

6. Limitation on Liability. IN NO EVENT SHALL P-1 AI BE LIABLE IN CONNECTION WITH ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY (I) INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF FORESEEABLE, OR (II) AMOUNTS IN THE AGGREGATE IN EXCESS OF \$100.00. NOTWITHSTANDING THE FOREGOING, P-1 AI WILL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO ANY OUTPUT OR ANY USE OF OR RELIANCE THEREON. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, P-1 AI WILL HAVE NO LIABILITY TO USER FOR ANY HIGH-RISK ACTIVITIES.

7. Confidentiality. Any business, technical, or other information disclosed by P-1 AI that is identified as confidential or that a reasonable person should understand to be confidential shall be P-1 AI's confidential information ("Confidential Information"). User

will (i) hold Confidential Information in confidence and (ii) not use such information except to help User use the Service. This paragraph will not apply to information that User can document: (a) is generally available to the public without User's fault; (b) was lawfully known to User without restriction before disclosure by P-1 AI; (c) is lawfully received from a third party without confidentiality obligations; or (d) is independently developed by User without use of Confidential Information. User may disclose Confidential Information to the extent required by law, provided User gives P-1 AI prompt notice where legally permitted and reasonable assistance in seeking confidential treatment.

8. Feedback. If User provides P-1 AI with any suggestions, ideas, improvements, or other feedback concerning the Service ("Feedback"), User grants P-1 AI and its successors, licensees, and assigns a non-exclusive, perpetual, irrevocable, sublicensable, transferable, royalty-free, fully paid-up, worldwide right and license to copy, reproduce, modify, create derivatives of, display, perform, sell, offer for sale, distribute, and otherwise exploit such Feedback.

9. Term; Suspension; Termination. This Agreement begins on the date it is accepted by User. User may terminate this Agreement at any time by emailing **support-solo@p-1.ai**. P-1 AI may suspend or restrict access to the Service immediately if P-1 AI reasonably believes that User has violated this Agreement, poses a security or legal risk, threatens the integrity or availability of the Service, or uses the Service in a manner that may harm P-1 AI, the Service, or any third party. P-1 AI may terminate this Agreement at any time, with or without notice, by deactivating User's Service account. All provisions that by their nature should survive termination will survive, including limitations on liability, warranty disclaimers, indemnity obligations, confidentiality obligations, and Sections 2, 3, 4, 8, 10, and 12.

10. User Indemnity. User agrees to defend, indemnify, and hold harmless P-1 AI and its officers, directors, employees, agents, and shareholders from and against any claim, action, or demand arising in connection with User's breach of the restrictions or warranties in Section 2 or Section 3. P-1 AI will provide prompt notice of any indemnified claim, permit User to control the defense and settlement, and provide reasonable cooperation at User's expense; provided that User may not settle any claim in a manner that admits fault by, imposes nonmonetary obligations on, or fails to fully release P-1 AI without P-1 AI's prior written consent.

11. Force Majeure. P-1 AI shall not be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its obligations due to circumstances preventing performance that are beyond its reasonable control, including acts of God, severe weather conditions, strikes or other labor difficulties, war, riots, requirements, actions or failures to act on the part of governmental authorities, inability despite due diligence to obtain required licenses, permits, or approvals, fire, damage to or breakdown of necessary facilities, or transportation delays or accidents.

12. General. Nothing herein shall be construed to imply that either party is the partner, joint venturer, employee, or agent of the other, and neither party shall have authority to bind the other. User may not assign this Agreement without P-1 AI's prior written consent. P-1 AI may assign this Agreement without User's consent to an affiliate or in connection with a merger, reorganization, financing, change of control, or sale of all or substantially all of its business or assets. This Agreement shall bind and benefit the parties and their respective permitted successors and assigns. All legal notices under this Agreement will be effective when sent by email. Notices to P-1 AI must be sent to **legal@p-1.ai**. Notices to User will be effective when sent to the email address submitted during Service registration, as updated by User within the Service account.

This Agreement contains the entire understanding of the parties concerning its subject matter. P-1 AI may modify this Agreement prospectively by posting revised terms or otherwise providing notice to User. Material changes will become effective on the date stated in the notice, and P-1 AI may require User to affirmatively accept them before continuing to use the Service. To the extent permitted by law, User's continued use of the Service after the effective date constitutes acceptance of the revised Agreement. No amendment will apply retroactively to a dispute that arose before its effective date. Except as provided in this paragraph, this Agreement may be modified or waived only by a written agreement signed by both parties. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the remainder remains in full force and effect. This Agreement is governed by the laws of the State of Nevada, without regard to conflict-of-law principles. Except for an individual claim eligible for small-claims court and except for a claim seeking injunctive or equitable relief to protect intellectual property or Confidential Information, any dispute arising out of or relating to this Agreement or the Service shall be resolved by binding arbitration administered by JAMS under the JAMS Streamlined Arbitration Rules and Procedures or, where applicable, the JAMS Consumer Arbitration Minimum Standards and Consumer Arbitration Rules and Procedures. The arbitration will be conducted by one arbitrator in English and may be conducted remotely.

EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL. EACH PARTY MAY BRING CLAIMS ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.

If any portion of this class-action waiver is found unenforceable as to a particular claim or request for relief, that claim or request for relief will be severed and adjudicated in court after all arbitrable claims are resolved. The arbitral award may be entered and enforced in any court of competent jurisdiction. Any dispute that cannot legally be arbitrated shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Clark County, Nevada, and each party consents to such jurisdiction and venue.