PLATFORM TERMS OF SERVICE

Last updated: November 4, 2026

These Platform Terms of Service (these "Terms") are a binding agreement between Prime Intellect, Inc., a Delaware corporation ("Prime Intellect," "we" or "us"), and the person or entity that accepts them ("Customer" or "you"). They govern your access to and use of the Services. You accept these Terms by clicking to accept them when you create an Account or make a purchase, or by using the Services. If you accept these Terms on behalf of an organization, you represent that you have authority to bind it, and "Customer" and "you" refer to that organization.

1. SCOPE; ORDER OF PRECEDENCE

1.1 Scope. These Terms govern the Services you access through the Platform on a self-serve basis, including Services purchased through the Platform or paid for with a card or other payment method on file. Services that you purchase under an Online Order are also governed by the Online MSA, as provided in Section 1.3. Your use of Prime Intellect's public website as a visitor is governed by our Website Terms of Use, which do not apply to the Services.

1.2 Signed Agreements Control. If you, or the organization on whose behalf you use the Services, have entered into a separate written agreement with Prime Intellect governing the Services (such as a master services agreement and order form) (a "Signed Agreement"), the Signed Agreement governs the Services within its scope and supersedes these Terms with respect to those Services, even if a User later accepts these Terms when creating or using an Account. These Terms continue to govern any Services outside the scope of a Signed Agreement. The Online MSA is not a Signed Agreement.

1.3 Order of Precedence. Within these Terms, the following order of precedence applies: (a) for Services purchased under an Online Order, the Online MSA and the order details and service terms accepted with that Online Order, which govern those Services and supersede these Terms to the extent of any conflict; (b) any applicable Service Terms and any other terms specific to a Service that we present for your acceptance at purchase; (c) these Terms; and (d) the Documentation and the Pricing Page.

1.4 Service Terms. Some Services are subject to additional terms that we publish on our website, including our Model Factory Service Terms at primeintellect.ai/legal/model-factory-terms (each, "Service Terms"). The Service Terms for a Service apply to your use of that Service whether you purchase it under an Online Order or use it on a pay-as-you-go or prepaid-credit basis, and are incorporated into these Terms by reference. We may also ask you to accept Service Terms through the Platform before you first use the applicable Service. Service Terms may be updated as provided in them or, if they do not address updates, under Section 15.

2. DEFINITIONS

"Account" means the account you create to access the Services.

"Acceptable Use Policy" means the policy set out in Section 5.

"Customer Content" means all data, code, models, containers, prompts and other content that you or any User upload to, submit to or run on the Services, excluding Prime Intellect Technology.

"Documentation" means the technical documentation for the Services that we make available at docs.primeintellect.ai, as updated from time to time.

"Online MSA" means our Online Master Services Agreement available at primeintellect.ai/online-msa, as updated from time to time in accordance with its terms.

"Online Order" means an order for Services that you place through our online checkout under the Online MSA and that we accept in accordance with the Online MSA.

"Output" means the results that the Services generate for you from Customer Content, including model outputs and the results of compute jobs.

"Platform" means Prime Intellect's cloud platform, including its web console, APIs, command-line tools and software development kits.

"Pricing Page" means the pricing for the Services displayed on the Platform at the time of use.

"Prime Intellect Technology" means the Platform, the Services, the Documentation, Usage Information and all software, models, environments, tools, methods and know-how that we use to provide them, and all improvements to any of them, excluding Customer Content and Output.

"Services" means the services we make available through the Platform, which may include on-demand and spot compute, serverless and dedicated inference, hosting of fine-tuned models and adapters, sandboxes and the tunnel feature, the Environments Hub, evaluations and hosted training, as described in the Documentation.

"Third-Party Materials" means software, models (including open-weight models and their outputs), datasets, environments and other materials owned by a third party and made available under that third party's license or terms, including open-source software.

"Usage Information" has the meaning set out in Section 7.4.

"User" means any individual who accesses the Services through your Account.

3. ACCOUNTS

3.1 Eligibility. The Services are intended for business and professional use. You must be at least 18 years old to create an Account. You may not use the Services if you are located in, or ordinarily resident in, any country or region subject to comprehensive U.S. sanctions, or if you are identified on any U.S. government list of prohibited or restricted parties.

3.2 Account Information and Security. You will provide accurate and current Account information and keep it up to date. You are responsible for safeguarding your credentials and API keys, for all activity under your Account, and for each User's compliance with these Terms. You will notify us promptly at security@primeintellect.ai of any actual or suspected unauthorized access to your Account.

4. THE SERVICES

4.1 Access. Subject to these Terms and payment of applicable fees, we grant you a non-exclusive, non-transferable, non-sublicensable right during the term of these Terms to access and use the Services for your internal business purposes, including to build and operate your own products and services that use Output.

4.2 Compute Capacity. On-demand capacity is provided subject to availability and without a reservation. Spot and other interruptible capacity may be interrupted, reclaimed or terminated by us at any time, with or without notice, carries no availability commitment, and is priced as shown on the Pricing Page at the time of use; you are responsible for checkpointing and otherwise protecting your workloads against interruption. Reserved capacity, minimum commitments and capacity guarantees are available only under a Signed Agreement or an Online Order.

4.3 Inference. Serverless inference runs on shared infrastructure, and requests may be processed in any data center we use. We make no commitment as to the location in which any request is processed, or as to latency or throughput, except as stated in a Signed Agreement or an Online Order. Where we host a fine-tuned model or adapter for you, it may be served on infrastructure that also serves other customers, and we maintain logical separation designed to prevent any other customer from accessing your model, adapter, requests or Output.

4.4 Sandboxes and Tunnel. You are solely responsible for the code and workloads you run in any sandbox and for the network controls, timeouts and secrets you configure. If you enable the tunnel feature or otherwise make a sandbox reachable from outside its isolation boundary, you are solely responsible for all traffic to and from, and all content and services exposed through, that sandbox.

4.5 Environments Hub. Environments and other materials published on the Environments Hub by anyone other than Prime Intellect are Third-Party Materials. If you publish material to the Environments Hub, you are responsible for having the rights to do so, and the license you select at publication governs others' use of it.

4.6 Preview Features. We may offer features identified as alpha, beta, preview or similar ("Preview Features"). Preview Features are provided as is, may change or be discontinued at any time, and are excluded from any support or availability commitment.

4.7 Changes to the Services. We may modify the Services from time to time. We will give you at least 30 days' notice (email sufficing) before discontinuing any generally available Service that you are actively using, unless we must do so sooner for security, legal or third-party reasons.

4.8 Support. We provide support through the Documentation, our community channels and support@primeintellect.ai on a commercially reasonable efforts basis. Service levels and dedicated support are available only under a Signed Agreement or an Online Order that includes them.

4.9 Suspension. We may suspend or limit your access to the Services, in whole or in part, if (a) we reasonably believe that you or any User has violated the Acceptable Use Policy or Section 3.1, or that your use poses a security risk to the Services or to others; (b) any amount owed is past due; (c) we are required to do so by law or by a governmental authority; or (d) we reasonably believe suspension is necessary to prevent a breach of a third-party contract we rely on to

provide the Services. We will give notice of the suspension and its basis when practicable, limit it to what is reasonably necessary, and restore access once the cause is resolved.

5. ACCEPTABLE USE POLICY

You will not, and will not permit any User or third party to:

- resell, sublicense or provide the Services to third parties as a service bureau or hosting offering, except that you may use the Services and Output to power your own products and services;
- attempt to gain unauthorized access to the Services, to Prime Intellect's or its suppliers' systems or networks, or to any other customer's workloads, models, adapters or data, including by attempting to escape or circumvent the isolation boundary of any sandbox or container;
- interfere with or disrupt the integrity or performance of the Services, including by load testing or penetration testing without our prior written consent;
- reverse engineer, decompile or disassemble any part of the Services, except to the extent applicable law permits despite this restriction;
- use the Services to build a competing cloud or compute product or service, or to benchmark the Services for publication without our prior written consent;
- use the Services for cryptocurrency mining;
- introduce, host or distribute malware, or use any sandbox or tunnel to launch attacks against, or send spam to, any third party;
- use the Services for any unlawful purpose, or to create, store or distribute content that is unlawful or that infringes or misappropriates the rights of others;
- use the Services in violation of export control or sanctions laws, or for any end use prohibited by them, including nuclear, chemical or biological weapons, missile technology, restricted unmanned aerial vehicles, or restricted advanced computing or semiconductor applications;
- without our prior written consent, upload or process protected health information subject to HIPAA, payment card data subject to PCI DSS, government-issued identification numbers, financial account credentials, biometric or genetic data, personal data of children under 18, "bulk U.S. sensitive personal data" or "government-related data" as defined in 28 C.F.R. Part 202, or any other special category of personal data under applicable law; or
- share Account credentials or API keys outside your organization, or access the Services through any means other than the Platform and its published interfaces.

6. FEES AND PAYMENT

6.1 Fees. You will pay the fees for the Services you use at the rates shown on the Pricing Page at the time of use, or as otherwise agreed at purchase. Fees are in U.S. dollars and are exclusive of taxes.

6.2 Payment Methods; Prepaid Credits. You may pay by card or by any other payment method that we make available on the Platform, through our third-party payment processors. If you purchase prepaid credits, usage is drawn down against your credit balance at the applicable rates. Prepaid

credits expire 12 months after purchase.

6.3 Recurring and Usage-Based Charges. By adding a payment method to your Account, you authorize us and our payment processors to charge it for all fees you incur, as incurred or periodically in arrears, and, if you enable automatic top-up or a subscription, to charge the amount and at the interval you select until you turn that feature off. You can turn off automatic top-up and cancel any subscription at any time in your Account settings, effective at the end of the current billing period, and you remain responsible for fees already incurred.

6.4 Price Changes. We may change our prices on at least 30 days' notice for subscriptions and reserved purchases. Prices for on-demand and spot capacity, and for usage-based Services, may change at any time and apply to usage after the change is posted on the Pricing Page.

6.5 Late or Failed Payment. If a charge fails or any amount is past due, we may suspend the Services under Section 4.9 until it is paid. Undisputed past-due amounts accrue interest at the lesser of 1.5% per month and the maximum rate permitted by law.

6.6 Billing Disputes. You must notify us of any billing dispute at ap@primeintellect.ai within 30 days after the charge, describing the basis of the dispute in reasonable detail. We will work with you in good faith to resolve it.

6.7 Taxes. You are responsible for all sales, use, value-added, withholding and similar taxes on the Services, other than taxes on our net income. If you are required to withhold any tax, you will gross up your payment so that we receive the amount we would have received without the withholding.

6.8 Refunds. Fees are non-refundable, and unused prepaid credits are non-refundable, except (a) as required by law, (b) as provided in Section 15.3, or (c) where we determine in our discretion that a refund or credit is appropriate.

7. CUSTOMER CONTENT; DATA

7.1 Ownership. As between you and us, you own the Customer Content and the Output. We do not claim any ownership of them.

7.2 License to Prime Intellect. You grant us a limited, worldwide, non-exclusive, royalty-free license to host, copy, process, transmit and display Customer Content and Output solely as necessary to provide, secure and support the Services, to prevent abuse, and to comply with law.

7.3 No Training. We will not use Customer Content or Output to train, fine-tune or evaluate any machine learning model other than for you, and we will not access Customer Content or Output except as necessary under Section 7.2 or as you instruct.

7.4 Usage Information. We may collect and use information about the operation and use of the Services, such as performance, utilization and billing data ("Usage Information"), to operate, secure and improve our products and services, provided that we use it only in aggregated or de-identified form that does not identify you or reveal the content of any Customer Content or Output when we use it for purposes other than providing the Services to you.

7.5 Your Responsibilities. You represent that you have all rights, licenses and consents needed to provide the Customer Content and to have us process it as described in these Terms, and that the

Customer Content and your use of the Services will not violate any law or third-party right.

7.6 Security; Shared Responsibility. We maintain administrative, technical and physical safeguards designed to protect the Services, including at the physical and hardware level. You are responsible for configuring and using the Services securely, including access controls, encryption of Customer Content where appropriate, and backups. The Services are not a backup service, and you are responsible for keeping copies of Customer Content you need.

7.7 Security Incidents. We will notify you without undue delay, and in any event within 72 hours, after becoming aware of a breach of our security leading to the unauthorized access to, or the loss, alteration or disclosure of, your Customer Content, and will provide reasonable information to help you meet your own obligations.

7.8 Personal Data. To the extent Customer Content includes personal data, we process it as your service provider or processor, on your behalf and in accordance with these Terms. Our Data Processing Addendum at primeintellect.ai/dpa applies where required by applicable data protection law and is incorporated into these Terms. Our Privacy Policy describes how we handle Account and billing information that we process as a controller.

8. INTELLECTUAL PROPERTY

8.1 Prime Intellect Technology. We and our licensors own all rights in the Prime Intellect Technology. Except for the rights expressly granted in these Terms, no right or license is granted to you.

8.2 Feedback. If you or any User sends us suggestions or other feedback about the Services, we may use it without restriction or obligation to you, provided that we will not identify you as its source without your consent.

8.3 Third-Party Materials. The Services may provide access to Third-Party Materials, including open-weight models. Your use of Third-Party Materials is subject to their licenses and terms, which we will identify in the Documentation or on request, and you are responsible for complying with them. We provide Third-Party Materials as is and without any warranty or indemnity.

9. CONFIDENTIALITY

Each party will protect the non-public information of the other party that is identified as confidential or that a reasonable person would understand to be confidential, including Customer Content and non-public information about the Services ("Confidential Information"), using at least reasonable care; will use it only to perform under or exercise rights under these Terms; and will disclose it only to its employees, contractors and service providers who need to know it and are bound by confidentiality obligations at least as protective, or as required by law (with prompt notice where legally permitted). These obligations do not apply to information that is or becomes public through no fault of the recipient, was known to the recipient without restriction before disclosure, is independently developed without use of the other party’s Confidential Information, or is rightfully received from a third party without restriction. Each party may seek injunctive relief to prevent or stop a breach of this Section 9.

10. WARRANTIES; DISCLAIMER

10.1 Mutual. Each party represents that it has the power and authority to accept and perform these Terms.

10.2 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, THE SERVICES, OUTPUT AND THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND PRIME INTELLECT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPO TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FR OR SECURE, THAT ANY WORKLOAD WILL COMPLETE, OR THAT ANY OUTPUT WILL BE ACCURATE OR FIT FOR ANY PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING OUTPUT BEFORE RELYING ON IT. THE SERVICES A NOT DESIGNED FOR HIGH-RISK ACTIVITIES WHERE FAILURE COULD LEAD TO DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE.

11. INDEMNIFICATION

You will defend Prime Intellect and its affiliates, and their officers, directors, employees and agents, against any claim brought by a third party, and indemnify them against any resulting damages, costs and settlement amounts (including reasonable attorneys' fees), to the extent the claim arises from (a) Customer Content or Output, (b) your or any User's use of the Services in violation of these Terms or applicable law, or (c) any product or service you offer that uses the Services or Output. We will give you prompt notice of the claim (although delay relieves you only to the extent you are prejudiced), let you control its defense and settlement, and provide reasonable cooperation at your expense. You may not settle a claim in a way that imposes any obligation on us or admits fault on our behalf without our prior written consent.

12. LIMITATION OF LIABILITY

12.1 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, LOST REVENUE OR BUSINESS, LOSS OF DATA OR USE, COST OF SUBSTITUTE SERVICES OR OF ANY TRAINING RUN OR COMPUTE, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLAR OR PUNITIVE DAMAGES, HOWEVER CAUSED AND EVEN IF ADVISED OF THEIR POSSIBILITY.

12.2 Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE FEES YOU PAID TO PRIME INTELLECT FOR THE SERVICES IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY AND (B) $100.

12.3 Exceptions. Sections 12.1 and 12.2 do not apply to your payment obligations, your obligations under Section 11, your breach of Section 5, or a party's fraud, gross negligence or willful misconduct.

13. TERM AND TERMINATION

13.1 Term. These Terms apply from the date you first accept them or use the Services until terminated under this Section 13.

13.2 Termination by You. You may terminate these Terms at any time by closing your Account through

the Platform or by notice to support@primeintellect.ai.

13.3 Termination by Us. We may terminate these Terms (a) for convenience on at least 30 days' notice; (b) on notice if you materially breach these Terms and do not cure the breach within 10 days after notice; or (c) immediately on notice if you breach Section 3.1 or Section 5, if any amount remains past due for more than 30 days, or if we are required to do so by law.

13.4 Effect. On termination, your right to use the Services ends and all fees incurred become due. For 15 days after termination (other than termination under Section 13.3(c)), we will make Customer Content stored on the Services available for you to retrieve, after which we may delete it, subject to retention required by law and deletion from backups in the ordinary course. Termination of these Terms does not terminate any Online Order or Signed Agreement, each of which ends only as provided in its own terms, and these Terms continue to govern your Account to the extent needed for you to receive and pay for the Services under any Online Order or Signed Agreement that remains in effect. Sections 6 through 12, 13.4 and 14 through 16 survive termination.

14. GOVERNING LAW; DISPUTE RESOLUTION

14.1 Governing Law. These Terms, and any dispute arising out of or relating to them or the Services, are governed by the laws of the State of New York, without regard to its conflict of laws principles.

14.2 Informal Resolution. Before starting arbitration, each party will try to resolve any dispute informally for at least 30 days after it sends the other written notice describing the dispute. Notices to us go to legal@primeintellect.ai.

14.3 Arbitration. Any dispute not resolved informally will be resolved by final and binding arbitration administered by JAMS in San Francisco, California, before a single arbitrator, under the JAMS Streamlined Arbitration Rules and Procedures (for claims under $250,000) or the JAMS Comprehensive Arbitration Rules and Procedures (for claims of $250,000 or more), and, where they apply, the JAMS Consumer Arbitration Minimum Standards. The Federal Arbitration Act governs this Section 14.3. Judgment on the award may be entered in any court of competent jurisdiction.

14.4 Exceptions. Either party may (a) bring an individual claim in small claims court if it qualifies, and (b) seek injunctive or other equitable relief in a court of competent jurisdiction to protect its intellectual property rights or Confidential Information or to stop a violation of Section 5. Any such court action will be brought in the state or federal courts located in San Francisco, California, and each party submits to their jurisdiction for that purpose.

14.5 Individual Claims Only; Jury Waiver. EACH PARTY AGREES THAT CLAIMS WILL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING, AND EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL. If this Section 14.5 is found unenforceable as to any claim, that claim will be decided by a court under Section 14.4 and not in arbitration.

15. CHANGES TO THESE TERMS

15.1 Updates. We may update these Terms from time to time. We will post the updated Terms with a

new "Last updated" date and, for material changes, notify you by email or through the Platform at least 30 days before they take effect, except where a change is required by law or addresses a new Service or feature, in which case it takes effect when posted.

15.2 Acceptance. Your continued use of the Services after updated Terms take effect constitutes acceptance of them, and we may ask you to accept updated Terms through the Platform. Updated Terms do not apply to any dispute that arose before they took effect.

15.3 Your Right to Terminate. If you object to a material change, you may terminate these Terms under Section 13.2 before the change takes effect, and we will refund any unused prepaid credits purchased within the 12 months before termination.

16. GENERAL

16.1 Independent Contractors. The parties are independent contractors, and nothing in these Terms creates a partnership, joint venture, agency or employment relationship.

16.2 Assignment. You may not assign these Terms without our prior written consent, except to a successor to all or substantially all of your business or assets that agrees in writing to be bound by these Terms. We may assign these Terms to an affiliate or to a successor in a merger, acquisition or sale of all or substantially all of our assets. Any other attempted assignment is void.

16.3 Subcontractors. We may use subcontractors and third-party infrastructure providers to provide the Services, and we remain responsible for their performance of our obligations.

16.4 Notices. We may give you notices by email to the address associated with your Account or through the Platform. You must give us notices by email to legal@primeintellect.ai.

16.5 Force Majeure. Neither party is liable for any delay or failure to perform (other than a payment obligation) caused by events beyond its reasonable control, including failures of third-party power, network or cloud infrastructure, labor disputes, epidemics and governmental action.

16.6 Export. Each party will comply with applicable export control and sanctions laws, and you will not export, re-export or transfer the Services or Output in violation of them.

16.7 Publicity. We may identify you as a customer by name and logo in customer lists, unless you opt out by email to marketing@primeintellect.ai. Any other public reference requires your prior written consent.

16.8 Entire Agreement. These Terms, together with the Documentation, the Pricing Page, the Data Processing Addendum where it applies, any Service Terms and any Service-specific terms accepted at purchase, are the entire agreement between you and us regarding the Services and supersede any prior or contemporaneous agreements on that subject, except for the Online MSA, which governs Online Orders as provided in Section 1.3, and any Signed Agreement, which governs as provided in Section 1.2. Terms in any purchase order or other document you provide do not apply.

16.9 Severability; Waiver. If any provision of these Terms is held unenforceable, it will be enforced to the maximum extent permissible and the rest of these Terms will remain in effect. A party’s failure to enforce any provision is not a waiver.