

ARCLINE – TERMS OF ENGAGEMENT

Version dated: 25.08.25

1 OVERVIEW

- 1.1 Parlai, Inc. and its subsidiaries, including Arcline AS ("**Arcline**"), operate a digital marketplace that connects customers ("**Customers**") with independent, licensed lawyers.
- 1.2 Our solution (the "**Solution**") provides an AI-enabled information-collection and document-assembly service that prepares materials based on the Customer's inputs and specifications and facilitates the review by an independent licensed attorney before delivery of the legal service to the Customer.
- 1.3 Every legal service provided through Arcline is reviewed by an independent licensed attorney prior to delivery, without exception. However, Arcline is not a law firm and does not provide legal advice; any legal advice is provided solely by the independent attorney engaged for the review. The attorneys engaged are also not employees or agents of Arcline.
- 1.4 Orders will be carried out in accordance with the individual lawyers' terms of engagement, these Terms of Service, our Privacy Notice and applicable Norwegian laws and regulations.
- 1.5 By accessing or using the Solution, the Customer agrees to be bound by these Terms, effective on the date of acceptance (the "Effective Date").

2 SCOPE AND LIMITATIONS

- 2.1 Each legal service delivered via the platform is the sole responsibility of the individual licensed attorney who reviews and delivers it.
- 2.2 Arcline through its legal marketplace model engages vetted lawyers or law firms with relevant jurisdictional or subject-matter expertise to serve the Customer's legal needs. Arcline will inform the Customer of the selection of such lawyers. The Customer shall be directly responsible for the fees and expenses, even if, for administrative convenience, invoices are issued to Arcline.
- 2.3 In line with their terms of engagement, the attorney exercises independent professional judgment and is fully accountable for the quality, accuracy, timeliness and compliance of the legal advice and deliverables provided.
- 2.4 The scope, availability, and methodology of the services may evolve over time. Arcline accepts no liability for any changes in the manner or scope of the services, nor for any claims, losses, or damages arising from the Customer's use of the services beyond the expressly agreed purpose.

3 IDENTIFICATION CONTROL

- 3.1 Arcline might be required to collect and verify Customer identification and company documentation on behalf of the lawyers on the platform, both at the start and during the engagement. The Customer must provide accurate, updated information and promptly report any changes. Information is stored and deleted as required by law.
- 3.2 If information is missing or incorrect, Arcline may terminate the engagement with immediate effect.

4 PAYMENT

4.1 The Customer pays:

- (i) a fixed subscription fee to Arcline for access to and use of the “Solution”, and
- (ii) separate legal fees for each individual legal matter handled by an independent licensed lawyer. Arcline does not retain any portion of the legal fees, but might collect the payment on behalf of the lawyer.

4.2 Unless otherwise agreed in writing, the subscription fees applicable to the Customer are those published on Arcline’s website.

4.3 Monthly plans are invoiced monthly in advance. Payment is due within fourteen (14) days of invoice date.

4.4 Arcline may adjust fees and rates upon thirty (30) days’ written notice; changes take effect on the next billing cycle.

4.5 Overdue amounts accrue statutory late payment interest under Norwegian law and may incur reasonable collection costs.

5 INTELLECTUAL PROPERTY

5.1 All intellectual property rights in documents and other work delivered to the Customer in connection with the use of the Solution belong to either Arcline or the individual lawyer or their firm.

5.2 All rights to the Solution, including design, code, build-up, technical features, digital infrastructure, solution characteristics and features, Solution created output and content, and related intellectual property, remain with Arcline or its affiliates.

5.3 Arcline grants the User a limited, non-exclusive, revocable license to use the Solution during the Term solely for the purpose of acquiring legal services.

5.4 The User may not modify, reverse-engineer, or transfer the Solution to any third party.

5.5 The User shall not remove or alter any proprietary notices or logos contained in the Solution.

5.6 The User must notify Arcline of any suspected infringement of its Intellectual Property Rights.

6 CONFIDENTIALITY

6.1 Each Lawyer engaged for a matter at Arcline owes a professional duty of confidentiality to the Customer under the relevant Bar Association’s Rules.

6.1.1 For Norwegian attorneys, the Norwegian Bar Association’s Rules of Professional Conduct (nw: Advokatforeningens Regler for god advokatskikk) and the Norwegian Lawyers Act (nw: advokatloven) with applicable regulations.

6.2 For California-based attorneys, the State Bar of California governs applicable rules and regulations, including the State Bar Rules, the Business and Professions Code, and any other applicable federal, state, or ethical requirements.

6.3 Arcline is not a law firm, and is not subject to the regulation in section 6.1, but treats all Customer information strictly confidential with the outmost care. Arcline follows strict confidentiality and information security protocols designed to prevent access by unauthorised individuals and third parties.

6.4 Unless otherwise agreed, Arcline may share information with personnel in Arcline or affiliated lawyers, and with third-party advisers, only as necessary to perform the engagement, to comply with legal or

regulatory duties (including AML to conduct “KYC”), or to manage a dispute. All recipients are bound by equivalent confidentiality obligations and appropriate security measures. Disclosures required by law may be made without further notice.

7 DOCUMENT HANDLING AND RETENTION

- 7.1 Arcline may be obliged to archive legal matters on behalf of the lawyers working with Arcline. For instance, this could be for up to ten (10) years in accordance with the Norwegian Advocates Act.
- 7.2 Arcline may delete personal data earlier only when both (a) the Customer has left the platform and requested deletion, and (b) the responsible Lawyer has left the platform and has exported the matter data for separate archiving, as the Lawyer is legally obliged to do. If these conditions are not met, Arcline retains the data at least until the end of the 10-year period (or longer if required by law), after which Arcline may delete the data.
- 7.3 The Customer’s matter information, inputs, outputs, embeddings and training data:
- *are not available to other customers;*
 - *are not available to foundational model providers like OpenAI, DeepMind or Anthropic;*
 - *are not available to any lawyers other than those who have worked on the delivery;*
 - *are not used to improve foundational model providers like OpenAI, DeepMind or Anthropic;*
 - *are not used to improve cloud providers- or third-party products;*
- 7.4 Customer retains ownership of Customer Data. However, Arcline Subject to these Terms and Arcline’s Privacy Notice, the Customer irrevocably grants Arcline and its Affiliates (including any parent, subsidiary, or other entity under common control), and each of their respective successors, assigns, and permitted subcontractors, service providers, sub-processors engaged to support the foregoing, an irrevocable, perpetual, worldwide, transferable, sublicensable, non-exclusive, royalty-free right to access, use, host, copy, reproduce, process, modify, create derivative works from, disclose, distribute, and otherwise exploit Customer Data and case materials for any purpose related to (i) providing, maintaining, supporting, securing, and improving the Solution and Arcline’s services (including templates, workflows, internal knowledge management, analytics, and service quality) and (ii) developing, training, fine-tuning, testing, validating, and improving machine-learning systems and foundational models (including large language models) and related features. Arcline will implement appropriate technical and organizational measures and will anonymize, de-identify, and/or redact personal data prior to using Customer Data for such product, service, or model improvement. For clarity, the rights granted in this Section are fully assignable and transferable, including in connection with (or in contemplation of) any merger, acquisition, change of control, reorganization, or sale of all or substantially all of Arcline’s assets, and Customer represents and warrants that it has obtained, and will maintain, all rights, permissions, and consents necessary to grant the rights in this Section. Customer retains ownership of Customer Data, Arcline acquires no ownership interest other than the rights expressly granted herein. This Section survives termination of the Agreement.

8 PRIVACY

Arcline is the controller of personal data processed in connection with the Engagement and will process it only to fulfil this Agreement and in accordance with the Norwegian Personal Data Act (and applicable EU/EEA law). If the Customer provides personal data about others, the Customer warrants a valid lawful

basis and that any required notices have been given. Questions may be directed to the responsible counsel. For details, see Arcline's Privacy Policy.

9 LIMITATION OF LIABILITY

Arcline's total liability under this Engagement shall not exceed the total subscription fees paid by the Customer to Arcline during the twelve (12) months immediately before the event giving rise to the claim. For clarity, legal fees paid or owed to lawyers are not included in this calculation.

Arcline is not liable for any indirect, consequential, special, or punitive losses, including loss of profit, revenue, goodwill, or opportunity.

10 RIGHT TO LODGE COMPLAINTS

- 10.1 The Customer may request an assessment of whether the engagement of an individual lawyer at Arcline complies with the applicable rules of professional conduct and code of ethics in the relevant jurisdiction (including any applicable bar association rules) and may also file a complaint regarding fees. The relevant disciplinary bodies generally cannot assess the quality of the legal work performed.
- 10.2 Complaints regarding the Solution shall be submitted in writing to contact@arcline-ai.com.

11 CHOICE OF LAW AND DISPUTE RESOLUTION

These Terms and the engagement are governed by Norwegian law. Any disputes shall be brought before Oslo District Court, unless Arcline chooses the Customer's domicile or another competent court.

12 CHANGES TO TERMS

Arcline may amend these Terms at any time with immediate effect. The applicable version is available at www.arcline-ai.com.
