



MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (this “**Agreement**”) is entered into as of the date of the last signature below (the “**Effective Date**”) by and between:

MIOSA LLC, a Texas limited liability company (“**MIOSA**” or “**Service Provider**”). Agency MIOSA is the delivery practice of MIOSA LLC. Representative: Roberto H. Luna, Chief Executive Officer and Engagement Lead, roberto@lunivate.com; and

KII, full legal name: [____], a company organized under the laws of Switzerland, with its registered address at:

[_____]

[_____]

Representative: Dr. Reza Kordi, Managing Director.

MIOSA and KII may each be referred to as a “**Party**” and together as the “**Parties.**”

BACKGROUND

MIOSA provides professional services for designing, installing, and handing over an organization’s operating system on the organization’s own infrastructure. The Parties intend this Agreement to serve as the master agreement governing the professional services that MIOSA provides to KII. The general terms in the body of this Agreement apply to any engagement between the Parties. The commercial, scope, data, and change terms for the KII Business OS engagement are set out in the Exhibits.

KII is a company organized under the laws of Switzerland. KII wishes to engage MIOSA to install a KII-owned Business OS on KII’s own infrastructure and to hand over the running system and its full source within 90 days, on a fixed fee with four separately accepted milestones, and MIOSA is willing to perform that work on the terms of this Agreement.

This Agreement includes Exhibit A, the Statement of Work; Exhibit B, the AI and Data Processing Acknowledgment; Exhibit C, the Change Order Form, which is a form; and Exhibit D, the Data Processing Terms. The Proposal and Scope of Work, the Data Management Plan, and the Client Information Request and Roadmap, each dated October 6, 2026, describe the approach, the data handling, and the roadmap. Except as expressly incorporated into an Exhibit, those documents are background material and are not part of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

SUMMARY OF KEY TERMS

This table is a summary provided for convenience of reference only. It is not part of the operative terms of this Agreement. The numbered sections and the Exhibits control, and if anything in this table differs from

a numbered section or an Exhibit, the numbered section or Exhibit controls.

Term	Provision
Service provider	MIOSA LLC, a Texas limited liability company.
Client	KII, a company organized under the laws of Switzerland, with its full legal name and address completed on this page.
Agreement structure	The body is a master agreement of general terms. Exhibit A is the Statement of Work, Exhibit B is the AI and Data Processing Acknowledgment, Exhibit C is the Change Order Form, and Exhibit D is the Data Processing Terms.
Fixed fee	USD 120,000, exclusive of applicable taxes.
Payment schedule	Four payments of USD 30,000 each: the first at signature, the next three on acceptance of Milestone 2, Milestone 3, and Milestone 4.
Engagement length	90 days from kickoff to full handover.
Pilot exit	After Milestone 1 acceptance, KII may stop with no further fees due, keeps everything delivered to that point, and MIOSA disposes of KII data under Section 9.10.
Scope control	Work outside Exhibit A requires a signed fixed-price change order; messages, meetings, demos, and proposals never expand scope (Article 6).
Order of precedence	A signed change order, then Exhibit A, then Exhibit D, then the body of this Agreement, then Exhibits B and C, which are forms (Section 2.5).
Human approval	Every change to a production system is proposed, reviewed, and approved by an authorized KII role before it is applied (Section 2.8).
Schedule dependencies	If KII's access, decisions, examples, or reviews arrive late, the affected dates move by the length of the delay (Sections 4.8 and 6.9).
Client data	KII's operational data stays on KII infrastructure and runs on KII's internal model. The AI tools MIOSA uses in delivery are disclosed in Section 9.5 and Exhibit B.
Restricted Data	KII decides what is Restricted Data. It is never sent to Third-Party AI Providers and is handled only on KII infrastructure or with KII's internal model.
Data processing	Exhibit D incorporates the Data Management Plan and records the controller and processor roles, instructions, subprocessors and AI providers, cross-border processing, security, incident notice, assistance, deletion, and audit terms.
Deletion	Within 30 days after the engagement ends, MIOSA deletes all KII data and working copies and certifies the deletion in writing on request (Section 9.10).
Intellectual property	KII owns its materials and its customized work product on payment; MIOSA owns its platform, tools, and methods; KII receives a perpetual license to embedded MIOSA materials (Article 10).

Term	Provision
Confidentiality	Mutual, for five years after the engagement, and for trade secrets, source code, and Client Data for so long as they remain protected (Section 8.8).
On-site week	One on-site week in Zurich is included. MIOSA covers its own travel and lodging (Section 5.6).
Insurance	Each Party maintains commercially reasonable insurance. No specific limits, carriers, or certificates are promised (Article 15).
Governing law	Texas. Disputes: executive negotiation for 15 business days, then binding AAA arbitration seated in Austin, Texas, in English (Article 21).
Liability cap	Each Party's total liability is limited to the fees KII paid in the 3 months before the event giving rise to the claim (Section 13.1).

1. DEFINITIONS

Capitalized terms have the meanings given below or, where stated, in the Section referenced. Capitalized terms defined in the body of this Agreement have the same meaning in the Exhibits.

1.1 “Affiliate” means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party, where “control” means the ownership of more than fifty percent of the voting securities or equivalent voting interests of an entity, or the power to direct its management and policies.

1.2 “Acceptance” means acceptance of a Milestone or other Deliverable under Article 7, whether by written acceptance, deemed acceptance, or use in production or for commercial purposes, and **“Accepted”** has a corresponding meaning.

1.3 “Change Order” means a written instrument in the form of Exhibit C, signed by an authorized representative of each Party, that changes the scope, assumptions, schedule, fixed price, or responsibilities of an SOW.

1.4 “Client Data” means data, content, records, files, prompts, instructions, configurations, user information, and other materials that KII or its users submit, provide, or make available for the Services, including data relating to KII's own clients. Client Data is also referred to in this Agreement as KII Data.

1.5 “Confidential Information” has the meaning given in Section 8.2.

1.6 “Deliverable” means a report, configuration, module, integration, documentation, runbook, standard operating procedure, training material, or other item that an SOW requires MIOSA to deliver. Each Milestone is a Deliverable for purposes of Acceptance.

1.7 “Engagement” means the engagement described in Exhibit A, together with any additional work performed under a signed SOW.

1.8 “Force Majeure Event” has the meaning given in Section 20.1.

1.9 “KII Materials” means KII's pre-existing and independently developed software, modules, repositories, data, documentation, processes, know-how, and trademarks, together with all Client Data.

1.10 “KII-Specific Work Product”, also referred to in this Agreement as **“Work Product”**, means the KII-specific modules, configurations, workflows, glossary, prompts, agent definitions, documentation, integrations, standard operating procedures, runbooks, and other deliverables customized for KII during the Engagement under Exhibit A and identified as KII-Specific Work Product in that SOW.

1.11 “Milestone” means a milestone described in Exhibit A.

1.12 “MIOSA Materials” means MIOSA’s pre-existing and independently developed platforms, including the MIOSA platform, the BusinessOS core, and the Optimal Engine, together with its tools, harnesses, agent frameworks, templates, libraries, methods, methodologies, processes, frameworks, know-how, and general improvements that do not contain KII Confidential Information or Client Data.

1.13 “MIOSA Personnel” means the employees and independent contractors through whom MIOSA performs the Services.

1.14 “Personal Data” means any information relating to an identified or identifiable natural person contained in Client Data.

1.15 “Processing” means any operation performed on Client Data or Personal Data, including collection, recording, storage, use, disclosure, transfer, alteration, and deletion.

1.16 “Restricted Data” means Client Data that KII designates in writing as Restricted Data, including any category recorded in the table in Exhibit B.

1.17 “Services” means the professional services that MIOSA performs under this Agreement and the SOWs, including the design, configuration, installation, integration, documentation, training, and handover work described in an SOW.

1.18 “SOW” means a statement of work signed by both Parties, including Exhibit A and any additional statement of work.

1.19 “Subcontractor” means an independent contractor or other third party, other than a member of MIOSA Personnel, engaged by MIOSA to perform part of the Services.

1.20 “Third-Party AI Provider” means a provider of artificial intelligence models or services that is not KII and not MIOSA, including the providers disclosed in Section 9.5 and Exhibit B.

1.21 “Work Product” has the meaning given to KII-Specific Work Product in Section 1.10.

2. SERVICES AND STATEMENTS OF WORK

2.1 Services. MIOSA will perform the Services described in Exhibit A and in any additional SOW signed by both Parties. MIOSA will perform the Services as an independent contractor and will provide the personnel, tools, and methods it considers appropriate, subject to the standards in this Agreement.

2.2 Initial SOW. Exhibit A, the KII Business OS 90-Day Statement of Work, is the initial SOW under this Agreement. It covers the engagement described in the KII Business OS Proposal and Scope of Work dated October 6, 2026, and it sets out the objective, scope, out-of-scope items, milestones, deliverables, acceptance evidence, fees, target days, client responsibilities, and the on-site week.

2.3 Content of an SOW. Each SOW identifies the services, deliverables, schedule, fees, responsibilities, assumptions, dependencies, and acceptance procedure for the work it describes. An SOW becomes effective when signed by an authorized representative of each Party, and each SOW incorporates the terms of this Agreement.

2.4 No Implied Scope. Work not expressly included in a signed SOW is outside scope. Product discussions, demonstrations, estimates, roadmaps, proposals, messages, meeting notes, and prior drafts do not expand an SOW unless the Parties incorporate them through a signed Change Order under Article 6. Without limiting the foregoing, the scope of the Engagement is limited to KII and does not extend to any other company in KII's group unless a separate SOW is signed.

2.5 Order of Precedence. If a conflict exists between or among the documents that make up this Agreement, the following order controls: (a) a signed Change Order, only for the subject of that change; (b) Exhibit A, the Statement of Work; (c) Exhibit D, the Data Processing Terms; (d) the body of this Agreement, Articles 1 to 31; then (e) Exhibit B and Exhibit C, which are forms and acknowledgments. A separate nondisclosure agreement between the Parties controls the treatment of Confidential Information only to the extent it provides greater protection than Article 8.

2.6 Standard of Performance. MIOSA will perform the Services in a professional and workmanlike manner using personnel with appropriate skills and experience, and will comply with applicable law in the performance of the Services. MIOSA will perform the Services substantially in accordance with the applicable SOW and the delivery baseline confirmed at kickoff.

2.7 Additional SOWs. Any further engagement, including a later phase, an expansion to another group company, an additional department beyond Exhibit A, or production support, requires a separate SOW signed by both Parties. Exhibit A does not obligate either Party to proceed further, and neither Party is liable to the other for declining to enter into a further SOW.

2.8 Human Approval Before Production Change. The delivered system will be configured so that any change to a production system is proposed, reviewed, and approved by an authorized KII role before it is applied. MIOSA will not apply a change to a KII production system without that approval, and no MIOSA person or agent is authorized to bypass the approval gate.

2.9 Continuity of Delivery. MIOSA will keep at least two engineers with working context and access for the Engagement, maintain runbooks from the first week, record decisions, and keep the delivered source in KII's repository so that a qualified engineer of KII's choosing can continue the work.

2.10 Working Rhythm. The Parties will hold a weekly review of 30 to 60 minutes, and MIOSA will provide a written weekly status covering progress, decisions, blockers, and the next week's plan. Interview time requested from KII's team is described in Exhibit A.

2.11 Location and Manner of Performance. The Services are delivered remotely unless an SOW provides otherwise. The on-site week described in Exhibit A is delivered at KII's premises in Zurich. Remote access by MIOSA personnel is only through methods approved by KII, and MIOSA will comply with KII's reasonable site, safety, and security rules while on KII premises.

3. PERSONNEL AND SUBCONTRACTORS

3.1 MIOSA Personnel. MIOSA performs the Services through its employees and independent contractors (“**MIOSA Personnel**”). MIOSA is responsible for the selection, direction, compensation, and supervision of MIOSA Personnel, and for the quality of their work.

3.2 Written Commitments. Every member of MIOSA Personnel who works on the Engagement is bound by a written agreement with MIOSA that includes confidentiality obligations and assignment to MIOSA of the intellectual property that member creates, in each case at least as protective as this Agreement. MIOSA will enforce those agreements with respect to the Engagement.

3.3 Subcontractors. MIOSA may use qualified employees, Affiliates, and Subcontractors to perform the Services, provided they are bound by confidentiality and data protection obligations at least as protective as this Agreement. MIOSA remains responsible for the performance of MIOSA Personnel, its Affiliates, and its Subcontractors, and any act or omission of those persons in connection with the Services is treated as an act or omission of MIOSA.

3.4 Replacement of Personnel. MIOSA may replace a member of MIOSA Personnel on the Engagement. MIOSA will give KII reasonable notice of a replacement for a person who holds a named role on the Engagement, will provide a replacement with comparable skills, and will take reasonable steps to transfer working context so that continuity and the schedule are preserved.

3.5 No Employment Relationship. MIOSA Personnel are not employees of KII, and nothing in this Agreement creates an employment, agency, or joint employment relationship between KII and any member of MIOSA Personnel. KII is not responsible for the wages, benefits, taxes, withholdings, insurance, or workers’ compensation of MIOSA Personnel.

3.6 KII Personnel. KII remains responsible for the acts and omissions of its Affiliates and personnel that receive or use the Services, and for the performance of the client responsibilities described in Article 4 and in the applicable SOW.

3.7 Key Personnel. Where an SOW names a person as a key role, MIOSA will make reasonable efforts to keep that person on the Engagement. A change of a key person is not a breach of this Agreement if MIOSA complies with Section 3.4.

4. CLIENT RESPONSIBILITIES AND DEPENDENCIES

4.1 General Cooperation. KII will timely provide the access, information, decisions, examples, personnel, feedback, approvals, and working environment identified in the applicable SOW. The timely performance of the Services and the achievement of target dates depend on KII performing its responsibilities under this Article.

4.2 Named Owners. At kickoff, KII will name the executive sponsor, the engineering evaluator, the business and budget owner, the Operations owner, and the security owner for the Engagement, together with a substitute for each role. KII will keep those roles staffed for the duration of the Engagement.

4.3 Access and Environments. KII will provide access to the repositories, documentation, Autotask and ERP APIs, Teams through Microsoft Graph, the vLLM endpoint, and a data center environment for the

install, in each case to the extent required by the applicable SOW. KII will provide the credentials and approvals reasonably necessary for MIOSA to perform the Services.

4.4 Representative Examples. KII will provide representative Operations examples through the read-only mirror and under the Data Management Plan, including real signals, tickets, cases, and time entries, so that the delivered system can be proven on KII's actual work.

4.5 Interviews and Reviews. KII will make its team available for interviews of approximately 30 minutes per team member, will attend the weekly review, and will provide consolidated feedback through the named owners rather than from multiple directions.

4.6 Decisions and Approvals. KII will make decisions and provide written approvals within the periods stated in the applicable SOW or, where no period is stated, within five business days after a written request from MIOSA. KII will designate the persons authorized to give approvals under this Agreement and under Section 2.8.

4.7 Reliance. MIOSA may rely on information, materials, and instructions supplied by KII unless MIOSA knows that the information is materially inaccurate. MIOSA is not responsible for a defect or delay that results from inaccurate or incomplete information supplied by KII, or from KII's failure to perform a responsibility under this Article.

4.8 Schedule Dependencies. Delivery dates assume that KII satisfies its responsibilities on time. Where a required KII dependency is late, the affected dates extend by the period reasonably required to resume the work, and MIOSA will confirm the revised dates in writing. Target dates are confirmed at kickoff and recorded in the delivery baseline; they are targets, not guarantees, where a KII dependency is the cause of the delay.

4.9 Dependency Delays. Where KII's late access, decision, example, review, or approval delays work under an SOW or a Change Order, the affected dates extend by the length of the delay, and MIOSA will confirm the revised dates in writing. A delay caused by MIOSA does not extend the dates for MIOSA's own convenience; where MIOSA is responsible for a delay, MIOSA will work in good faith to recover the schedule at no additional fee.

4.10 Client Policies. KII will provide, before the start of work, any site, security, data handling, or acceptable use policy that applies to MIOSA personnel performing the Services. MIOSA will comply with those policies to the extent they are consistent with this Agreement and provided to MIOSA in writing.

5. FEES, INVOICING, AND TAXES

5.1 Fees. The fixed professional fee for the Engagement described in Exhibit A is **USD 120,000**, exclusive of applicable taxes, payable in four milestone payments of USD 30,000 each. The fee is fixed for the scope described in Exhibit A, and it does not vary with the hours actually worked.

5.2 Milestone Payment Schedule. The fee is invoiced and paid as follows:

Milestone	Amount	Invoiced	Target acceptance
M1 Mobilization and Operations Pilot	USD 30,000	At signature of this Agreement	Day 30

Milestone	Amount	Invoiced	Target acceptance
M2 Operations Live	USD 30,000	On acceptance	Day 45
M3 Second Department Wave	USD 30,000	On acceptance	Day 70
M4 Company Rollout and Handover	USD 30,000	On acceptance	Day 90
Total	USD 120,000	Milestone billing	Day 90

5.3 Invoicing and Payment. MIOSA will invoice Milestone 1 on the Effective Date and will invoice each later milestone when it is Accepted or deemed Accepted under Article 7. Unless an SOW states otherwise, invoices are due within **14 days** after receipt. Payment is made in United States dollars by bank transfer to the account stated on the invoice. Each Party bears its own bank charges.

5.4 Taxes. Fees do not include sales, use, excise, value added, withholding, or similar transaction taxes. KII is responsible for such taxes, excluding taxes based on MIOSA's net income, property, or personnel. Each Party will cooperate reasonably to provide the documentation the other Party needs to comply with its tax obligations.

5.5 Withholding. If applicable law requires KII to withhold any amount from a payment, KII will gross up the payment so that MIOSA receives the full invoiced amount, and KII will provide reasonable evidence of the withholding and cooperate with any available relief under an applicable tax treaty.

5.6 Expenses and Third-Party Charges. One on-site week in Zurich, described in Exhibit A, is included in the fee, and MIOSA bears its own travel and lodging for that week. Any other travel, third-party service, cloud usage, model usage, license, or pass-through charge is KII's responsibility only if KII approves it in writing before it is incurred. MIOSA will provide reasonable supporting documentation on request. Additional on-site weeks are outside scope unless separately agreed in writing.

5.7 Late Payment and Suspension. If an undisputed invoice is more than **10 days** overdue, MIOSA may pause work on written notice to KII. Dates affected by the pause extend by the length of the pause plus the time reasonably required to resume. MIOSA will resume work promptly after the overdue amount is paid. MIOSA will not pause work in a way that leaves a KII production system in an unsafe state.

5.8 Disputed Amounts. KII will notify MIOSA of a good-faith invoice dispute within 10 days after receipt, identifying the amount and the basis for the dispute, and will timely pay all undisputed amounts. The Parties will work promptly and in good faith to resolve the dispute. An amount that is not disputed in that period is treated as undisputed.

5.9 Suspension Is Not a Breach. A pause under Section 5.7 is not a breach by MIOSA and is not a basis for KII to terminate for cause, provided MIOSA gives the written notice required by that Section. MIOSA's right to pause does not affect its right to terminate for cause under Section 14.3.

5.10 No Hourly Billing. The Engagement is delivered on a fixed-fee basis. MIOSA does not bill KII for time and materials unless a signed Change Order expressly states otherwise.

5.11 Fee Inclusions and Exclusions. The fee includes the foundation installed on KII infrastructure, the mirror layer, the Teams connector, the shared project workspace, governance, the Operations pilot and go-

live, the second department wave, SOP and documentation, runbooks, admin training, full source handover, the on-site week in Zurich, and the weekly delivery rhythm. Travel and lodging for the on-site week are MIOSA's own cost. Accounting migration, additional departments beyond the second wave, additional on-site weeks, and expansion to other group companies are not included.

6. CHANGE CONTROL

6.1 Change Control. Either Party may request a change to an SOW. Changes are handled as **fixed-price change orders only**. MIOSA does not perform out-of-scope work on an hourly or time-and-materials basis, and no change is effective until authorized representatives of both Parties sign a Change Order in the form of Exhibit C describing the revised scope, assumptions, schedule, fixed price, and responsibilities.

6.2 Request in Writing. A change request must be sent in writing to the other Party's representative named in Section 22.2, describing the requested work, the business reason, and the date by which KII needs an answer. A request made in a meeting, a call, a chat message, a demonstration, or a walkthrough does not take effect until it is confirmed in writing under this Article.

6.3 Impact Assessment Within Three Business Days. Within **three business days** after receiving a complete request, MIOSA will provide a written impact assessment stating the effect on scope, the fixed price, the schedule, the dependencies on KII, and any effect on an already Accepted Milestone. If MIOSA needs information from KII to complete the assessment, the three business day period starts when that information is received.

6.4 Three Paths. After receiving the impact assessment, KII chooses one of the following paths in writing:

- a. **Swap.** KII trades out in-scope work of equal size and effort for the requested work, at no additional cost, and the Parties record the swap in a Change Order.
- b. **Defer.** KII defers the requested work to the roadmap after Day 90, where it can be scoped and priced separately in a later phase or SOW.
- c. **Add.** KII signs a fixed-price Change Order in the form of Exhibit C, and the added work is scheduled without moving Accepted Milestones unless the Change Order states otherwise.

6.5 No Work Before Signature. MIOSA is not required or permitted to start changed or added work before the applicable Change Order is signed by both Parties. The Parties may direct MIOSA in writing to pause affected work while a requested change is evaluated, and Section 4.8 governs the effect of that pause on the schedule.

6.6 Scope Never Expands by Conduct. Messages, meetings, calls, chat channels, demonstrations, prototypes, show-and-tell sessions, proposals, estimates, roadmaps, and informal requests never expand the scope of an SOW and never create a payment obligation. Only a signed Change Order does.

6.7 Pricing and Billing of Changes. Each Change Order states a fixed price for the changed or added work. Unless the Change Order states otherwise, a Change Order is invoiced on signature and is not refundable if KII later cancels the changed work after MIOSA has started it. Change Order fees do not count toward the fee cap in Section 13.1 unless they have been invoiced and paid.

6.8 Records. MIOSA will maintain a register of open and completed Change Orders, including the request, the impact assessment, the path selected by KII, and the signed Change Order, and will make the register available to KII on request. A Change Order affects only the SOW it identifies.

6.9 Dependency Delays. The provisions of Section 4.9 apply to Change Orders as they apply to SOWs.

7. ACCEPTANCE

7.1 Procedure. Each Milestone and Deliverable is subject to the acceptance criteria in Exhibit A. KII has **five business days** after delivery of a Milestone or Deliverable to accept it in writing or to provide **one consolidated written notice** identifying material nonconformities measured against the acceptance criteria for that Milestone in Exhibit A.

7.2 Correction. MIOSA will use reasonable efforts to correct verified material nonconformities and resubmit the affected Deliverable or Milestone. Where a resubmission is required, KII has three business days after resubmission to accept it or to provide one consolidated written notice of any remaining material nonconformities.

7.3 Deemed Acceptance. A Milestone or Deliverable is Accepted when KII accepts it in writing, uses it in production or for commercial purposes, or does not provide a timely notice of material nonconformity under Section 7.1 or Section 7.2.

7.4 What Is Not a Nonconformity. A notice that adds or changes scope, requests a new use case, requests production work beyond Exhibit A, or requests different assumptions is a change request under Article 6, and it is not a basis for withholding Acceptance of the affected Milestone. Acceptance of a Milestone is not a waiver of the warranty in Section 11.2.

7.5 Invoicing Follows Acceptance. Milestones 2, 3, and 4 are invoiced when Accepted or deemed Accepted. KII will not delay Acceptance of a Milestone in order to delay an invoice for work that meets the acceptance criteria.

7.6 Effect of Acceptance. Acceptance of a Milestone confirms that the Deliverable meets the acceptance criteria for that Milestone as of the date of Acceptance. Acceptance does not relieve MIOSA of the warranty in Section 11.2 for a defect that could not reasonably have been identified during the acceptance period.

7.7 Partial Delivery. Where an SOW divides a Milestone into separately identified deliverables, KII may accept a deliverable that meets its criteria and give notice on another, and the corresponding portion of the fee becomes payable on Acceptance of that deliverable. Partial Acceptance of a Milestone does not defer the remainder of that Milestone beyond the dates stated in Exhibit A.

8. CONFIDENTIALITY

8.1 Mutual Obligation. Each Party will keep confidential the other Party's Confidential Information, the terms of this Agreement, and any Client Data disclosed in connection with the Engagement. No separate nondisclosure agreement is required for this Agreement to protect Confidential Information.

8.2 Definition. “**Confidential Information**” means the other Party's nonpublic business, technical, financial, and commercial information, the terms of this Agreement, and Client Data, in each case

disclosed in connection with the Engagement, whether orally, in writing, or in any other form, and whether or not marked confidential. Deliverables that contain KII information, and the contents of an SOW or Change Order, are Confidential Information of both Parties.

8.3 Exclusions. Confidential Information does not include information that is or becomes public through no fault of the receiving Party, was lawfully known to the receiving Party without a duty of confidence, is received from a third party without a duty of confidence, or is independently developed without use of or reference to the disclosing Party's Confidential Information.

8.4 Obligations. Each Party will use the other Party's Confidential Information solely to perform or receive the Services, protect it with at least reasonable care, and disclose it only to personnel, Subcontractors, and professional advisors who need it and who are bound by confidentiality obligations at least as protective as this Article.

8.5 Permitted Recipients. A Party may disclose Confidential Information to its Affiliates and professional advisors who need it for the Engagement, provided each recipient is bound by confidentiality obligations at least as protective as this Article. The disclosing Party remains responsible for a breach by a recipient it discloses to.

8.6 Compelled Disclosure. A Party may disclose Confidential Information where required by law, a court, or a regulator, provided that it gives the other Party prompt notice where lawful and reasonably cooperates with any effort to limit or narrow the disclosure.

8.7 No Reverse Engineering. Neither Party will reverse engineer, decompile, or disassemble the other Party's software or materials, except to the extent a license expressly permits it or applicable law does not allow that restriction.

8.8 Duration. The obligations in this Article apply during the Engagement and continue for **five years** after it ends, except that obligations concerning trade secrets, source code, and Client Data continue for so long as the information remains protected by applicable law or by this Agreement.

8.9 Return or Destruction. On written request or at the end of the Engagement, each Party will return or destroy the other Party's Confidential Information, subject to Section 9.10 for Client Data, to the receiving Party's routine backup and legal retention practices, and to any retention required by law. A Party that retains Confidential Information under this Section will keep it protected and use it only for the purpose that requires the retention.

9. CLIENT DATA, SECURITY, AND AI-ASSISTED DELIVERY

9.1 Client Data. Client Data is defined in Section 1.4 and includes data relating to KII's own clients. KII retains all right, title, and interest in Client Data.

9.2 Permitted Processing. MIOSA may access, host, copy, transform, analyze, and otherwise process Client Data only as reasonably necessary to perform the applicable SOW, follow KII's documented instructions, protect the Services, or comply with law. MIOSA will not use Client Data for its own commercial purposes.

9.3 Production Platform. The system delivered under Exhibit A runs on KII's own infrastructure and uses KII's internal model. Production operations do not depend on a third-party model provider or on

public cloud infrastructure. Client Data used in production remains on KII infrastructure and under KII's control. Remote access by MIOSA personnel is only through methods approved by KII.

9.4 Data Handling Summary. The following table summarizes the handling of each category of data during the Engagement. It is a summary, and the Sections of this Article and Exhibit D control.

Data	Where it lives	Handling during the engagement
KII production and operational data	KII infrastructure	Handled by KII's internal model. Read through read-only mirrors. Any production change is proposed, reviewed, and approved by an authorized KII role first.
Restricted Data	KII infrastructure	Never sent to a Third-Party AI Provider. Handled only on KII infrastructure or with KII's internal model.
Code, documents, and working notes	KII repository and MIOSA company accounts	May be processed by the open-source and United States based providers disclosed in Section 9.5 and Exhibit B, unless KII designates them as Restricted Data.
Engagement records	MIOSA company-controlled machines and accounts	Kept only for the duration of the engagement, then deleted within 30 days, with written certification on request.

9.5 How MIOSA Uses AI in Delivery. During the Engagement MIOSA's team uses AI tools to work faster. This Section is a full disclosure of those tools so that KII can decide what it makes available to MIOSA.

- a. Open-source models run through **Ollama Cloud** under a no-data-retention configuration.
- b. **United States based frontier model providers**, for example Anthropic's Claude, for development, code generation, analysis, documentation, and organizing project information.
- c. As a result, Client Data and code made available to MIOSA may be processed by these providers, which may include processing in the **United States**. MIOSA cannot guarantee an air-gapped engagement.
- d. The benefit to KII is substantially faster delivery and lower cost than a manual team of the same size.
- e. **Control for KII:** KII may classify any data as Restricted Data. Restricted Data is never sent to Third-Party AI Providers and is handled only on KII infrastructure, or only with KII's internal model.

9.6 Restricted Data. "Restricted Data" is defined in Section 1.16. KII may add, change, or withdraw a designation in writing at any time, and a designation applies to work that starts after MIOSA receives it. MIOSA will apply each designation with reasonable care and will instruct its personnel and Subcontractors accordingly. If MIOSA believes work requires the use of Restricted Data with a Third-Party AI Provider, MIOSA will stop and ask KII in writing before proceeding.

9.7 No Training on Client Data. MIOSA does not use Client Data to train any model. MIOSA selects providers whose commercial terms do not permit training on submitted data. MIOSA does not claim or rely on any specific provider certification, and Exhibit B states what MIOSA configures rather than what a provider guarantees.

9.8 Client Responsibility. KII is responsible for any notices or consents its own clients require, including cross-border disclosure notices under the Swiss Federal Act on Data Protection and the EU General Data Protection Regulation, and for the accuracy of its Restricted Data classification. MIOSA will provide reasonable information about its processing on request so that KII can meet those obligations.

9.9 Storage of Engagement Records. Engagement records, including recordings, transcripts, documents, exports, and working copies, are kept only on **MIOSA company-controlled machines and accounts**, and only for the duration of the Engagement. MIOSA personnel will not store engagement records on personal devices, personal accounts, or unmanaged file-sharing services.

9.10 Deletion and Certification at the End. Within **30 days** after termination or completion of the Engagement, MIOSA will delete all Client Data and working copies in its possession or control, including copies of Deliverables that MIOSA holds, and will certify the deletion in writing on KII's request. KII keeps its own copies of the Deliverables. If a legal hold, a tax obligation, or applicable law requires MIOSA to retain a record, MIOSA will retain only that record, keep it protected, and use it only for the required purpose.

9.11 Backups. MIOSA will keep backups of Client Data only with KII's written permission and only for the period KII approves. Any approved backup remains subject to Sections 9.9 and 9.10 and is deleted at the end of the approved period.

9.12 Third-Party AI Providers. MIOSA selects and configures the providers described in Section 9.5 and Exhibit B with reasonable care. MIOSA is not responsible for a provider's own breach of its obligations beyond that selection and configuration, and the limitations in Article 13 apply to any claim arising from a provider's acts or omissions.

9.13 Security Incidents. Each Party will notify the other Party without undue delay after it confirms unauthorized access to Client Data or credentials in its control that materially affects the Services. The affected Party will take reasonable containment and remediation measures and will provide the information reasonably necessary for the other Party to meet its legal and contractual obligations.

9.14 Safeguards. MIOSA will maintain reasonable administrative, technical, and organizational safeguards appropriate to the nature of the Client Data made available for the Services, including access control on MIOSA company accounts, confidentiality undertakings from personnel, and prompt removal of access when a person leaves the Engagement team. MIOSA will not provide production credentials for any system that KII has not authorized in writing.

9.15 Acknowledgment and Data Processing Terms. Before the Engagement starts, the Parties will complete Exhibit B, which records the tools and providers in use, the Restricted Data designation, and KII's acknowledgment of the matters in this Article. Exhibit B and Exhibit D form part of this Agreement.

9.16 No Sale of Data. MIOSA will not sell, rent, or trade Client Data, and will not disclose Client Data to a third party except as permitted by this Agreement, as instructed by KII in writing, or as required by law.

9.17 Aggregate Information. MIOSA may use aggregated and de-identified information that does not identify KII, its clients, or any individual to improve its methods and services. MIOSA will not attempt to re-identify aggregated information, and this Section does not permit the use of Client Data in a form that identifies KII or any person.

10. INTELLECTUAL PROPERTY

10.1 KII Materials. “KII Materials” is defined in Section 1.9 and includes KII’s software, modules, repositories, data, documentation, processes, know-how, trademarks, and all Client Data. KII Materials remain KII’s exclusive property. MIOSA makes no claim of ownership to any KII Materials or to KII’s existing modules, and acquires no rights in them except a limited, nonexclusive license to use them solely to perform the Services.

10.2 KII-Specific Work Product. “KII-Specific Work Product” is defined in Section 1.10 and is the platform configured as KII’s own fingerprint of how KII operates. On full payment of the amounts due for the related Milestone, MIOSA assigns to KII its right, title, and interest in the Work Product, and MIOSA makes no claim to the Work Product after that payment. Until that payment is received, MIOSA retains title to the Work Product. This Section is the ownership transfer referred to in Article 5.

10.3 MIOSA Materials. “MIOSA Materials” is defined in Section 1.12 and includes the MIOSA platform, the BusinessOS core, and the Optimal Engine. MIOSA Materials remain MIOSA’s exclusive property, and MIOSA and its licensors retain all rights in them. MIOSA Materials do not include KII Materials or Work Product.

10.4 BusinessOS Fork. MIOSA will deliver a fork of the BusinessOS platform to KII under the **Apache License 2.0**, in KII’s own repository. KII owns and controls that fork and may operate, modify, rebrand, extend, and continue it without MIOSA. MIOSA contributes to KII’s fork only with KII’s written permission.

10.5 Optimal Engine Component. The Optimal Engine component is licensed to KII under the **Apache License 2.0**, in KII’s repository and in the open.

10.6 Embedded Materials. To the extent MIOSA Materials are necessarily embedded in the delivered platform or in Work Product, MIOSA grants KII a perpetual, worldwide, nonexclusive, royalty-free license to use, reproduce, modify, and distribute those embedded MIOSA Materials solely as part of, or as reasonably necessary to use, the delivered platform and Work Product. This license does not grant access to hosted MIOSA services, source code not delivered under an SOW, production capacity, support, updates, or third-party services.

10.7 No Other Rights; No Reuse of KII Material. Neither Party gains rights in the other Party’s intellectual property except as expressly stated in this Agreement. MIOSA may reuse general skills, methods, and know-how, but will never use or reuse Client Data, KII Confidential Information, or Work Product for any other client or any other purpose.

10.8 Open Source and Third-Party Materials. Open-source and third-party materials remain subject to their applicable licenses and terms, and KII’s compliance with those licenses is KII’s responsibility. MIOSA will identify material third-party dependencies in the Deliverables where reasonably practicable so that KII can review them.

10.9 Location of Source. All source code delivered under Exhibit A is placed in KII’s repository. MIOSA will not condition the delivery of source on the continuation of any later engagement.

10.10 Feedback. A Party may use voluntary feedback about its own products and services without restriction, provided the feedback does not disclose the other Party’s Confidential Information or grant

rights in the other Party's intellectual property.

10.11 Residual Knowledge. Subject to its obligations under Article 8, neither Party is restricted from using general skills, experience, and know-how retained in unaided memory, provided that it does not disclose the other Party's Confidential Information, does not reproduce the other Party's proprietary materials, and does not use Client Data, KII Confidential Information, or Work Product for the benefit of another client.

10.12 Ownership Summary. The following table summarizes the ownership and license position. It is a summary, and the Sections of this Article control.

Layer	License or owner	Where it lives	What KII can do
KII Business OS fork	Apache License 2.0. KII's own fork.	KII's repository	Operate, modify, rebrand, extend, and continue without MIOSA.
Optimal Engine component	Apache License 2.0.	KII's repository and in the open	Use, inspect, and replace. No lock-in.
KII-Specific Work Product	KII, on full payment of the related milestone.	KII's repository	Keep, change, and reuse freely.
KII documentation and SOP	KII.	KII's repository	Keep and extend.
MIOSA Materials	MIOSA and its licensors.	Not delivered as source	Use only as embedded in the delivered platform, under Section 10.6.

11. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

11.1 Mutual Authority. Each Party represents that it is duly organized and validly existing, that it has authority to enter into this Agreement and perform its obligations, and that entering into this Agreement does not conflict with any other agreement or obligation to which it is subject. KII represents that it is a company organized under the laws of Switzerland, and MIOSA represents that it is a limited liability company organized under the laws of the State of Texas.

11.2 Service Warranty. MIOSA warrants that the Services will be performed in a professional and workmanlike manner and that, at delivery, Work Product created solely by MIOSA will materially conform to the applicable SOW. MIOSA's only obligation for a breach of this warranty is to re-perform the affected Services or correct the affected Work Product without additional professional fees. This Section does not apply to a Milestone or Deliverable that has been Accepted under Article 7, except that a defect that could not reasonably have been identified during the acceptance period remains covered for 30 days after Acceptance.

11.3 Client Warranty. KII represents that it has the rights and authorizations required to provide Client Data and instructions to MIOSA and to grant the rights described in Articles 9 and 10, and that it will comply with applicable law, including data protection law, in its use of the Services and in its designations under Section 9.6.

11.4 Compliance Representations. Each Party represents that it is not a person or entity that is the target of trade sanctions or export restrictions that would prohibit the performance of this Agreement, and that it

will not, in connection with the Services, offer or accept an unlawful payment to a government official or to any person.

11.5 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES, DELIVERABLES, RECOMMENDATIONS, AND MIOSA MATERIALS ARE PROVIDED “AS IS.” MIOSA DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY LAW. MIOSA DOES NOT WARRANT THAT A LATER IMPLEMENTATION WILL BE UNINTERRUPTED, ERROR-FREE, SECURE AGAINST EVERY THREAT, LEGALLY COMPLIANT, OR COMMERCIALY SUCCESSFUL.

11.6 No Professional Advice. MIOSA does not provide legal, tax, regulatory, accounting, or security certification advice. KII is responsible for obtaining its own advice on those matters.

12. INDEMNIFICATION

12.1 MIOSA Indemnity. MIOSA will defend KII against a third-party claim that unmodified Work Product created solely by MIOSA under an SOW infringes a United States copyright or misappropriates a trade secret, and will pay damages finally awarded or agreed in settlement. This obligation does not apply to claims arising from KII Materials, Client Data, KII’s instructions, modifications not made by MIOSA, combinations not supplied by MIOSA, open-source or third-party materials, or use after MIOSA offers a reasonable replacement or modification.

12.2 KII Indemnity. KII will defend MIOSA against a third-party claim that KII Materials, Client Data, or instructions supplied by KII infringe a United States copyright or misappropriate a trade secret, violate applicable law, or were provided without the required rights or authorization, including any claim by a client of KII relating to notices or consents described in Section 9.8, and will pay damages finally awarded or agreed in settlement. This obligation does not apply to claims caused by MIOSA’s unauthorized modification or use of those materials outside the Services.

12.3 Procedure. The indemnified Party will provide prompt written notice, reasonable cooperation at the indemnifying Party’s expense, and control of the defense and settlement to the indemnifying Party. A failure to give prompt notice limits the indemnity only to the extent the failure materially prejudices the defense. No settlement may admit fault by, or impose nonmonetary obligations on, the indemnified Party without its written consent.

12.4 Sole Remedy for Infringement. Sections 12.1 and 12.2 state the indemnifying Party’s entire liability, and the indemnified Party’s sole remedy, for the types of third-party claims described in those Sections, subject to the limitations in Article 13.

12.5 Mitigation. If Work Product is, or in MIOSA’s reasonable judgment is likely to become, the subject of a claim described in Section 12.1, MIOSA may, at its option and expense, procure the right for KII to continue using it, replace or modify it so that it is non-infringing while retaining substantially equivalent functionality, or refund the fees paid for the affected Work Product on return of the Work Product. The remedies in this Section are subject to the limitations in Article 13.

13. LIMITATION OF LIABILITY

13.1 General Cap. EXCEPT FOR UNCAPPED CLAIMS, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES KII PAID TO MIOSA IN THE THREE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. The cap applies to all claims in the aggregate, including claims under Articles 9 and 12, and applies whether the claim is based in contract, tort, statute, or otherwise.

13.2 Excluded Damages. EXCEPT FOR UNCAPPED CLAIMS, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, REVENUE, BUSINESS, DATA, OR GOODWILL, EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY.

13.3 Uncapped Claims. The limitations in this Article do not apply to: KII's obligation to pay fees and approved expenses; fraud or fraudulent misrepresentation; willful misconduct; or liability that cannot lawfully be limited. A breach of Article 8 or Article 10 remains subject to the cap in Section 13.1, and the Parties intend that the cap applies to every other claim between them, however characterized.

13.4 Basis of the Bargain. The Parties negotiated this Article as part of the allocation of risk and it is reflected in the fixed fee. If a limitation in this Article is unenforceable in a jurisdiction, the Parties intend that the limitation be reduced only to the extent necessary to make it enforceable.

13.5 Multiple Claims. Multiple claims arising from the same event, or a series of related events, count as a single claim for purposes of the cap in Section 13.1. The cap is not increased by the number of claims, the number of Milestones, or the number of persons asserting a claim.

13.6 Application to Affiliates. For purposes of this Article, the acts and omissions of a Party's Affiliates, personnel, Subcontractors, and permitted successors that relate to this Agreement are treated as the acts and omissions of that Party, and amounts paid by or to any of them count toward the single cap.

14. TERM AND TERMINATION

14.1 Term. This Agreement begins on the Effective Date and continues until the Engagement described in Exhibit A is completed, or until earlier terminated under this Article. Termination of this Agreement does not automatically terminate an active SOW unless the notice states otherwise.

14.2 Pilot Exit After Milestone 1. After Milestone 1 acceptance, KII may stop the Engagement on written notice with **no further fees due**. KII keeps everything delivered to that point under the licenses and ownership terms of Article 10, and MIOSA disposes of KII data under Section 9.10. Notice under this Section does not require KII to give a reason and does not trigger any termination charge.

14.3 Termination for Cause. Either Party may terminate this Agreement or an affected SOW if the other Party materially breaches it and does not cure the breach within **10 business days** after written notice describing the breach. A Party may terminate immediately on written notice if the other Party becomes insolvent, ceases to conduct business, or enters a bankruptcy or similar proceeding that is not dismissed within 60 days.

14.4 Termination for Convenience. KII may terminate an SOW for convenience on 15 days' written notice. KII will pay the portion of the fixed fee reasonably attributable to Services and Deliverables

completed through the effective termination date, plus the pro rata share of the current Milestone for work in progress, plus any approved noncancelable commitment, not exceeding the total fees for that SOW. A prepaid amount is credited against that calculation, MIOSA will refund any unearned balance within 15 days, and MIOSA will deliver completed and paid-for work in its then-current form.

14.5 Effect of Termination. On termination, MIOSA will stop work, hand over completed and paid-for work, return or dispose of Client Data under Section 9.10, and provide a final written status of work in progress. KII will pay all amounts due for work performed through the effective termination date.

14.6 Transition Assistance. On KII's written request, MIOSA will provide reasonable transition assistance to help KII continue the work, including handover of runbooks, documentation, and source, and reasonable knowledge transfer to KII's personnel or to a successor provider. Transition assistance beyond the handover obligations in Exhibit A is out-of-scope work performed at MIOSA's then-current rates under a signed Change Order or a new SOW, and it is provided subject to the same standards and limitations as the Services.

14.7 Refunds. Any refund owed by MIOSA under this Article is paid within 15 days after the effective termination date or after the Parties agree the amount, whichever is later. Refunds are made in United States dollars to the account from which the payment was received, net of bank charges.

14.8 Survival. Payment obligations and Articles 8, 9.10, 10, 12, 13, 16, 21, 22, 23, 24, 27, and 31 survive termination to the extent necessary to give them effect.

15. INSURANCE

15.1 Coverage. Each Party will maintain, at its own expense, commercially reasonable insurance appropriate to its business and to the obligations it assumes under this Agreement, including general liability coverage and, where it employs personnel who perform the Services, workers' compensation coverage as required by law.

15.2 Evidence. Each Party will provide the other Party with a certificate of insurance or other reasonable evidence of coverage on written request, not more than once per calendar year, and will give notice of a cancellation or material reduction of coverage that affects the Services.

15.3 No Specific Limits. This Agreement does not promise any specific insurer, coverage limit, deductible, or additional-insured status. The insurance maintained under this Article is not a substitute for, and does not increase, the limitations in Article 13.

15.4 Effect of Insurance. A Party's recovery under its own insurance does not reduce the other Party's liability under this Agreement, and neither Party is required to pursue an insurance claim before making a claim under this Agreement.

16. NON-SOLICITATION

16.1 Restriction. During the Engagement and for **12 months** after it ends, neither Party will knowingly solicit for employment or engagement any employee or individual contractor of the other Party who worked on the Engagement.

16.2 Exceptions. This Article does not restrict general public advertisements or hiring campaigns that are not targeted at those individuals, and does not restrict a Party from employing a person who responds to a general advertisement or applies without solicitation.

16.3 No Termination Right. A breach of this Article does not create a right to terminate an SOW, and the sole remedy is injunctive relief under Section 21.4.

16.4 Reasonableness. Each Party acknowledges that the restriction in this Article is reasonable in scope and duration for the protection of the other Party's legitimate interests in its personnel and its investment in the Engagement.

17. PUBLICITY

17.1 No Publicity Without Consent. Neither Party may issue a public announcement, press release, or case study, or use the other Party's name, marks, logo, or the existence of this relationship in marketing or customer lists, without the other Party's prior written approval.

17.2 Permitted Disclosures. Either Party may disclose the existence and general nature of the Engagement where required by law, to a court or regulator, or to professional advisors under confidentiality obligations, and may identify the other Party as a client to the extent the other Party has approved that identification in writing.

17.3 Survival. The obligations in this Article continue after termination for so long as the other Party's name and marks remain in use.

18. COMPLIANCE WITH LAWS

18.1 General Compliance. Each Party will comply with the laws and regulations that apply to it in connection with this Agreement, including data protection law as further described in Article 9 and Exhibit D.

18.2 Anti-Corruption. Neither Party will, in connection with this Agreement, offer, promise, give, request, or accept any bribe, kickback, or other improper payment or advantage to or from any person, public official, or private party, and each Party will comply with the anti-corruption laws that apply to it.

18.3 Export and Sanctions. Each Party will comply with the export control and trade sanctions laws and regulations that apply to it. Neither Party will export, re-export, or provide access to controlled technology, software, or technical data in violation of those laws, and neither Party will knowingly provide the Services to a person or entity that is the target of comprehensive trade sanctions or that is listed on a restricted-party list.

18.4 Screening. Each Party may screen the other Party and its personnel against applicable restricted-party lists. If a Party becomes aware that performance of this Agreement would violate export control or sanctions law, it may suspend the affected work on written notice, and the suspension is not a breach of this Agreement.

18.5 Notices and Cooperation. A Party will promptly notify the other Party of any government inquiry, subpoena, or enforcement action that relates to the Services, and the Parties will reasonably cooperate to respond to it.

19. INDEPENDENT CONTRACTORS

19.1 Relationship. The Parties are independent contractors. This Agreement does not create employment, partnership, joint venture, fiduciary duty, franchise, agency, exclusivity, or authority to bind the other Party.

19.2 Control. MIOSA controls the manner and means of performing the Services, subject to the applicable SOW and to the standards in this Agreement. Nothing in this Agreement gives KII the right to direct or control MIOSA Personnel.

19.3 Taxes and Benefits. Each Party is responsible for the taxes, withholdings, benefits, and insurance of its own personnel. Neither Party is responsible for the employment obligations of the other Party.

19.4 No Exclusivity. Except as expressly stated in an SOW, neither Party is restricted from providing or receiving similar services from another person, provided it complies with Article 8 and Article 16.

20. FORCE MAJEURE

20.1 Definition. A “Force Majeure Event” means an event beyond a Party’s reasonable control that prevents or materially delays the performance of its obligations, including natural disaster, fire, flood, epidemic, war, civil unrest, terrorism, government action, labor disruption that is not the Party’s own, and a general failure of public infrastructure or communications networks.

20.2 Notice and Mitigation. The affected Party will notify the other Party promptly, describe the effect on the schedule, and use reasonable efforts to mitigate the delay and to resume performance. Dates affected by a Force Majeure Event extend by the period of the delay.

20.3 Extension and Termination. If a Force Majeure Event continues for more than 30 consecutive days and materially affects the Engagement, either Party may terminate the affected SOW on written notice. On that termination, KII will pay for Services and Deliverables completed through the effective termination date in the manner described in Section 14.4.

20.4 Exclusions. Force Majeure does not excuse a Party’s payment obligations, a Party’s obligations under Article 8 or Article 9, or a Party’s failure to comply with applicable law.

21. GOVERNING LAW AND DISPUTE RESOLUTION

21.1 Governing Law. This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

21.2 Executive Negotiation. Before starting arbitration, a Party will give the other Party written notice of the dispute. Within **15 business days** after that notice, an authorized executive of each Party will meet, in person or by video, and negotiate in good faith.

21.3 Binding Arbitration. If the dispute is not resolved under Section 21.2, it will be finally resolved by binding arbitration administered by the **American Arbitration Association (AAA)** under its Commercial Arbitration Rules then in effect. The seat is **Austin, Texas, United States**. The arbitration is conducted in English before one arbitrator, who may hold hearings by video conference. The award is final and binding, and judgment on it may be entered by any court of competent jurisdiction.

21.4 Urgent Relief. Either Party may seek urgent injunctive relief in a court of competent jurisdiction to protect Confidential Information, intellectual property, or Client Data, without completing Sections 21.2 and 21.3 and without waiving arbitration for other matters.

21.5 Costs. Each Party bears its own attorney fees and costs, unless applicable law provides otherwise or the arbitrator awards costs under the applicable AAA rules.

21.6 International Enforcement. The Parties intend that the Federal Arbitration Act governs the arbitration and that the award be enforceable internationally, including in Switzerland, under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention). The Parties will cooperate to provide the documents and translations reasonably required to enforce an award in a jurisdiction where enforcement is sought.

21.7 Continued Performance. Except for the matter in dispute, the Parties will continue to perform their obligations under this Agreement while a dispute is being resolved, and KII will continue to pay undisputed invoices.

22. NOTICES

22.1 Form. Notices must be in writing and may be sent by email to the representatives identified in Section 22.2, with a copy to any address later designated in writing. A notice that this Agreement requires to be “written” may be given by email to the designated representative.

22.2 Representatives. Notices to KII are sent to Dr. Reza Kordi at [____], with a copy to the executive sponsor named at kickoff. Notices to MIOSA are sent to Roberto H. Luna at roberto@lunivate.com.

22.3 Effectiveness. Notice is effective when received, and an email is deemed received on the next business day absent a delivery failure notice. A notice sent outside the recipient’s business hours is deemed received at the start of the next business day.

22.4 Change of Address. A Party may change its notice details by written notice under this Article. A change of notice details does not affect the validity of a notice properly given before the change.

23. ASSIGNMENT

23.1 No Assignment Without Consent. Neither Party may assign this Agreement, in whole or in part, without the other Party’s prior written consent.

23.2 Permitted Assignment. A Party may assign this Agreement to an Affiliate or to a successor in a merger, reorganization, or sale of substantially all of its relevant assets, where the assignee assumes the Agreement in writing and the assigning Party gives prompt written notice. A permitted assignment does not relieve the assigning Party of its obligations accrued before the assignment.

23.3 Change of Control. A change of control of a Party is not an assignment for purposes of this Article, provided the Party remains liable under this Agreement.

23.4 Binding Effect. This Agreement binds and benefits the Parties and their permitted successors and assigns.

24. ENTIRE AGREEMENT

24.1 Integration. This Agreement, its Exhibits A, B, C, and D, and signed Change Orders constitute the entire agreement between the Parties concerning their subject matter.

24.2 Supersession. This Agreement supersedes prior proposals, drafts, negotiations, and discussions concerning its subject matter, including any prior statement of work or letter of intent that conflicts with it.

24.3 Conflicting Terms. A term in a purchase order, vendor portal, invoice, or similar document issued by either Party does not modify this Agreement, and any such term is rejected.

24.4 Background Documents. The Proposal and Scope of Work, the Client Information Request and Roadmap, and, except to the extent incorporated into Exhibit D, the Data Management Plan, are background material. They are not part of this Agreement and do not create obligations, except as expressly incorporated by an Exhibit.

25. AMENDMENT

25.1 Written Amendment. This Agreement may be amended only by a written instrument signed by an authorized representative of each Party.

25.2 Change Orders. A change to the scope, schedule, fee, or responsibilities of an SOW is made by a signed Change Order under Article 6 and does not amend the body of this Agreement unless the Change Order expressly states that it does.

25.3 No Oral Modification. No course of dealing, oral statement, or exchange of messages modifies this Agreement.

26. WAIVER

26.1 Written Waiver. A waiver of a provision of this Agreement is effective only if it is in writing and signed by the Party granting it.

26.2 No Waiver by Delay. A failure or delay in enforcing a provision is not a waiver of that provision or of any other provision.

26.3 Scope of Waiver. A waiver applies only to the instance and the provision it identifies, and does not operate as a continuing waiver.

27. SEVERABILITY

27.1 Severability. If a provision of this Agreement is held unenforceable, the provision will be enforced to the maximum extent permitted by law and the remaining provisions continue in effect.

27.2 Reformation. The Parties intend that an unenforceable provision be reformed, rather than struck, to the minimum extent necessary to make it enforceable and to preserve the Parties' original intent.

27.3 No Third-Party Beneficiaries. This Agreement creates no third-party beneficiary rights, except that a permitted assignee and an indemnified Party may enforce the provisions that benefit it.

28. COUNTERPARTS AND ELECTRONIC SIGNATURES

28.1 Counterparts. This Agreement, each SOW, and each Change Order may be executed in counterparts, each of which is an original and all of which together constitute one instrument.

28.2 Electronic Signature. The Parties adopt electronic signatures as originals for this Agreement, each SOW, and each Change Order.

28.3 Delivery. A signed counterpart delivered by email or through an electronic signature platform is treated as delivery of a signed original.

28.4 Retention. Each Party will retain a complete copy of this Agreement and of each signed SOW and Change Order for the period required by applicable law.

29. ENGLISH LANGUAGE

29.1 Controlling Language. This Agreement is executed in English, and the English version controls its interpretation and any dispute arising from it.

29.2 Translations. Any translation of this Agreement is for convenience only. If a translation differs from the English version, the English version controls.

29.3 Notices and Documents. Notices, approvals, and Deliverables under this Agreement are provided in English unless the Parties agree otherwise in writing.

30. HEADINGS

30.1 Convenience Only. Article and Section headings are inserted for convenience of reference only and do not affect the interpretation of this Agreement.

30.2 Table of Contents. If a table of contents is included, it is provided for convenience only, it is not part of this Agreement, and it does not affect its interpretation.

31. CONSTRUCTION

31.1 Rules. In this Agreement, unless the context requires otherwise: the singular includes the plural and the plural includes the singular; “including” and “includes” mean including without limitation; “or” is not exclusive; and “written” includes electronic form.

31.2 References. A reference to an Article, Section, or Exhibit is a reference to an Article or Section of, or an Exhibit to, this Agreement. A reference to a statute includes its amendments and successor legislation.

31.3 Days. “Day” means a calendar day, and “business day” means a day other than a Saturday, Sunday, or public holiday in Texas or in Switzerland. Where a period is expressed in business days, the day of the triggering event is not counted.

31.4 No Presumption Against Drafter. This Agreement is the product of negotiation between the Parties, and no provision is construed against a Party merely because that Party prepared or proposed it.

31.5 Cumulative Remedies. Except where this Agreement states that a remedy is exclusive, a remedy under this Agreement is cumulative and does not exclude a remedy available at law or in equity.

IN WITNESS WHEREOF, the Parties have caused this Agreement and Exhibit A to be executed by their duly authorized representatives as of the Effective Date.

KII

By: _____

Name: Dr. Reza Kordi

Title: Managing Director

Date: _____

MIOSA LLC

By: _____

Name: Roberto H. Luna

Title: Chief Executive Officer

Date: _____

EXHIBIT A: KII BUSINESS OS 90-DAY STATEMENT OF WORK

Objective. Install a KII-owned Business OS on KII’s own infrastructure, prove it on the Operations loop with human approval gates, extend it to a second department, and hand over the running system and its full source in KII’s repository within 90 days, on a fixed fee with four separately accepted milestones. The KII Business OS Proposal and Scope of Work dated October 6, 2026 describes the architecture and approach and is background material under Section 24.4.

In scope. KII only, with Operations as the first vertical: the foundation installed on KII infrastructure; read-only mirrors of the current systems (Autotask today, KII’s own ERP as it replaces Autotask, ticketing, and time billing); a Teams connector through Microsoft Graph; a shared project workspace with session handoff; the company glossary; governance at user, role, and data levels; the Operations pilot behind approval gates; a second department wave chosen at kickoff; SOP and documentation; runbooks; admin training; and full source handover.

Out of scope. Unless separately contracted: the cybersecurity company in the group, the Vietnam operation, the Hong Kong project, accounting system migration (integrated read-only later and migrated in a later phase), additional on-site weeks, production support and incident response, security certification, legal or regulatory advice, third-party licenses, and expansion to other group companies. Items listed under Section 2.4 are also outside scope.

Milestone	Deliverables	Acceptance evidence	Fee	Target
M1 Mobilization and Operations Pilot	Mobilization (Days 0 to 10): NDA and Data Management Plan countersigned, registration documents provided, access to repositories and documentation, environment plan, interviews scheduled. On-site week: Operations audit, glossary, workflow mapping. Operations pilot on mirrored data with approval gates.	Foundation installed and running on KII infrastructure. The pilot runs the representative cases agreed at kickoff. The approval gate is enforced on every production-bound change. Glossary accepted.	USD 30,000 at signature	Day 30
M2 Operations Live	Operations live with real users. Teams integration through Microsoft Graph. Shared project workspace with session handoff. Role and data governance enforced.	The named users agreed at kickoff work daily in the workspace. Teams context is visible through the connector. A task takeover with full context is demonstrated.	USD 30,000 on acceptance	Day 45
M3 Second Department Wave	The second department chosen at kickoff, for example service delivery or sales and client management. SOP and documentation completion to the coverage agreed at kickoff.	The second department works in the system. SOP and documentation are accepted by KII.	USD 30,000 on acceptance	Day 70

Milestone	Deliverables	Acceptance evidence	Fee	Target
M4 Company Rollout and Handover	Remaining in-scope departments. Runbooks. Admin training. Full source handover in KII's repository.	Remaining in-scope departments are live. Runbooks and admin training accepted. Source handover accepted and a restore drill passed.	USD 30,000 on acceptance	Day 90

A.1 Client responsibilities

- Name the executive sponsor, engineering evaluator, business and budget owner, Operations owner, and security owner at kickoff.
- Provide access to repositories, documentation, Autotask and ERP APIs, Teams through Microsoft Graph, the vLLM endpoint, and a data center environment for the install.
- Provide representative Operations examples through the mirror and under the Data Management Plan.
- Provide 30-minute interviews per team member, attend the Friday review, and give timely decisions and written approvals.

A.2 On-site week and rhythm

One on-site week in Zurich of 3 to 5 working days is included in the fee, targeted at the week of October 20, 2026 or the first week KII's Managing Director is back in Zurich. MIOSA covers its own travel and lodging. Additional on-site weeks only by written agreement.

- Weekly review with KII, 30 to 60 minutes, on Fridays.
- Written weekly status and recorded decisions.

A.3 Acceptance criteria

The acceptance criteria for each Milestone are the acceptance evidence stated in the table above for that Milestone. Acceptance is given or withheld under Article 7.

EXHIBIT B: AI AND DATA PROCESSING ACKNOWLEDGMENT

This Exhibit describes the AI tools and environments used in the Engagement, what data each handles, where it is processed, how long it is kept, and KII's Restricted Data designations under Section 9.6. It forms part of the Agreement.

B.1 Tools, providers, and data handling

Tool or environment	Used for	What data	Where it is processed	Retention
KII internal model (vLLM, on KII infrastructure)	Production operations of the delivered platform	All in-scope operational data, including mirrored client data	KII's own data center, under KII's control	Under KII's own policies
Ollama Cloud (open-source models, no-data-retention configuration)	MIOSA development harnesses, code assistance	Code, documents, and working notes not designated as Restricted Data	Provider cloud, may be outside Switzerland	No retention under MIOSA configuration
United States frontier providers , for example Anthropic's Claude	Development, code generation, analysis, documentation, organizing information	Code, documents, and working notes not designated as Restricted Data	United States	No training on submitted data
MIOSA company-managed computers and accounts	Storage of engagement records	Recordings, transcripts, documents, exports, working copies	MIOSA-controlled machines and accounts	Deleted within 30 days of the end

B.2 Restricted Data designation (Section 9.6)

KII may designate any category of data as Restricted Data, and may add, change, or withdraw a designation in writing at any time. A designation applies to work that starts after MIOSA receives it. If KII designates no category, no data is Restricted Data.

Category	Description	Handling
_____	_____	KII infrastructure or internal model only. Never sent to a Third-Party AI Provider.
_____	_____	KII infrastructure or internal model only. Never sent to a Third-Party AI Provider.
_____	_____	KII infrastructure or internal model only. Never sent to a Third-Party AI Provider.

B.3 KII acknowledgment

☐ KII has reviewed this Exhibit and understands which AI tools and providers are used, what data each handles, where it is processed, and how long it is kept. Initials: _____

☐ KII understands that data and code it makes available to MIOSA, other than Restricted Data, may be processed by Third-Party AI Providers, including providers in the United States, and that MIOSA cannot guarantee an air-gapped engagement. Initials: _____

☐ KII understands that Restricted Data is never sent to Third-Party AI Providers and is handled only on KII infrastructure or with KII's internal model. Initials: _____

☐ KII understands that MIOSA does not use KII data to train models. Initials: _____

☐ KII understands that it is responsible for the notices or consents its own clients require, including cross-border disclosure notices under Swiss FADP and EU GDPR, and for its Restricted Data classification. Initials: _____

☐ KII understands that MIOSA keeps engagement records only on company-controlled machines and accounts, deletes KII data within 30 days after the engagement ends, and certifies deletion on request. Initials: _____

☐ KII understands that MIOSA's liability for a Third-Party AI Provider is limited to the selection and configuration standard in Section 9.12, and that the cap in Section 13.1 applies. Initials: _____

KII

By: _____

Name: Dr. Reza Kordi

Title: Managing Director

Date: _____

MIOSA LLC

By: _____

Name: Roberto H. Luna

Title: Chief Executive Officer

Date: _____

EXHIBIT C: CHANGE ORDER

A Change Order is the only way the scope of a Statement of Work changes. It is effective when both Parties sign it, and no changed or added work starts before that signature. This form is completed under Article 6.

Change order number	[_____]	Date of request	[_____]
Requested by	[_____]	Answer needed by	[_____]

Agreement and SOW. Master Professional Services Agreement between MIOSA LLC and KII, Exhibit A, KII Business OS 90-Day Statement of Work.

C.1 The request

What KII is asking for, the business reason, and the outcome KII expects. Attach a page if needed.

C.2 MIOSA impact assessment (provided within three business days of a complete request)

Area	Effect of the change
Scope	Work added, work removed, and any assumption that changes: _____
Fixed price	USD _____ for the changed or added work, or equal swap at no cost: _____
Schedule effect	Effect on milestone target dates and on the Day 90 handover: _____
KII dependencies	Access, decisions, examples, or reviews KII must provide, and by when: _____
Effect on milestones	Effect on the acceptance criteria of M1, M2, M3, or M4: _____

C.3 Path chosen by KII

☐ **Swap.** In-scope work of equal size is traded out, at no additional cost. The work traded out is:

☐ **Defer.** The request moves to the roadmap after Day 90 for separate scoping and pricing. No change to the current SOW.

☐ **Add.** A fixed price is agreed below and billed on signature of this Change Order unless stated otherwise.

C.4 Fixed price and billing

Fixed price for this change	USD _____	Invoiced	On signature / other: _____
Revised total SOW value	USD _____	Revised Day 90 target	_____ _____

All other terms of the Agreement and Exhibit A continue in effect except as stated above. Where this Change Order conflicts with Exhibit A, it controls for its subject.

KII

By: _____

Name: _____

Title: _____

Date: _____

MIOSA LLC

By: _____

Name: Roberto H. Luna

Title: Chief Executive Officer

Date: _____

EXHIBIT D: DATA PROCESSING TERMS

This Exhibit forms part of the Agreement and sets out the terms on which MIOSA processes Client Data, including Personal Data, for KII. It is entered into under Article 9 and applies to the Engagement. Capitalized terms have the meanings given in Article 1.

D.1 Incorporation of the Data Management Plan. The Data Management Plan dated October 6, 2026 is incorporated into the Agreement by reference and forms part of the operative terms as if set out in full in this Exhibit. If the Data Management Plan conflicts with the body of the Agreement, the order of precedence in Section 2.5 applies. If the Data Management Plan conflicts with this Exhibit, this Exhibit controls.

D.2 Roles of the Parties. For purposes of applicable data protection law, including the Swiss Federal Act on Data Protection and the EU General Data Protection Regulation, KII is the controller of Client Data and Personal Data, and MIOSA is the processor. MIOSA processes Client Data only on documented instructions from KII, as described in D.3 and D.4, and only for the duration of the Engagement. Where MIOSA acts as a controller of engagement records in its own right, for example for its own accounting and legal records, it does so in compliance with applicable law.

D.3 Scope and Purpose of Processing. The subject matter, nature, and purpose of the processing are the performance of the Services described in the applicable SOW. The types of Personal Data processed are those contained in Client Data that KII makes available through the mirror, the repository, the project workspace, and the environments described in Exhibit A. The categories of data subjects are KII's personnel, KII's clients, and the individuals whose data appears in the materials KII provides. Processing continues for the duration of the Engagement and ends as described in D.11.

D.4 Instructions. MIOSA will process Client Data only in accordance with KII's documented instructions, which include the SOW, this Exhibit, the Data Management Plan, and any written instruction KII gives under Section 22.1. MIOSA will promptly inform KII if, in its opinion, an instruction infringes applicable data protection law or would require MIOSA to breach this Agreement, and MIOSA may suspend compliance with that instruction until it is confirmed or amended in writing. MIOSA will not transfer Client Data to a third country or to an international organization except as described in D.7.

D.5 Confidentiality of Personnel. MIOSA will ensure that every member of MIOSA Personnel and every Subcontractor who processes Client Data is bound by a written confidentiality obligation, as required by Section 3.2, and is informed of the restricted purpose of the processing. The confidentiality obligation survives the end of the person's engagement, as provided in Article 8.

D.6 Subprocessors and AI Providers. KII gives a general authorization for MIOSA to engage Subcontractors and third-party service providers, including the Third-Party AI Providers disclosed in Section 9.5 and Exhibit B, subject to the conditions in this Section. MIOSA will impose data protection obligations on each Subcontractor and provider that are at least as protective as those in this Exhibit, to the extent applicable to the services the provider supplies. MIOSA remains responsible for the acts and omissions of a Subcontractor and, subject to Section 9.12, for the selection and configuration of each Third-Party AI Provider. MIOSA will inform KII in writing before adding a material new category of Subcontractor or Third-Party AI Provider and will update Exhibit B accordingly.

D.7 Cross-Border Processing. KII acknowledges that Client Data and code that MIOSA handles may be processed outside Switzerland and outside the European Economic Area, including in the United States, by the providers disclosed in Section 9.5 and Exhibit B, and that MIOSA cannot guarantee an air-gapped engagement. Restricted Data is never sent to a Third-Party AI Provider and is handled only on KII infrastructure or with KII's internal model. Where MIOSA transfers Personal Data to a third country, MIOSA will implement a lawful transfer mechanism to the extent required by applicable law, and KII remains responsible for the notices and consents described in Section 9.8.

D.8 Security Measures. MIOSA will implement and maintain the technical and organizational measures described in Section 9.14 and in the Data Management Plan, including access control on MIOSA company accounts, encryption of engagement records in transit, confidentiality undertakings from personnel, prompt removal of access when a person leaves the Engagement team, and the prohibition on storing engagement records on personal devices, personal accounts, or unmanaged file-sharing services. MIOSA will not materially reduce the level of protection during the Engagement.

D.9 Personal Data Breaches and Incident Notice. MIOSA will notify KII without undue delay, and in any event within the period required by applicable law, after it becomes aware of a personal data breach affecting Client Data or Personal Data in its control. The notice will describe the nature of the breach, the categories and approximate number of data subjects and records affected where known, the likely consequences, and the measures taken or proposed. MIOSA will reasonably assist KII with the notifications KII is required to make to a supervisory authority or to a data subject.

D.10 Assistance with Data Subject Requests and Assessments. Taking into account the nature of the processing, MIOSA will reasonably assist KII in responding to a data subject request, including a request for access, rectification, erasure, restriction, or portability, and in meeting KII's obligations to carry out a data protection impact assessment and to consult a supervisory authority where required. MIOSA will promptly refer a request it receives directly to KII and will not respond to it on KII's behalf unless KII instructs MIOSA in writing.

D.11 Deletion and Return of Client Data. At KII's choice, MIOSA will return or delete Client Data and Personal Data, and any working copies in its possession or control, at the end of the provision of the Services, under the timescales in Section 9.10. MIOSA will certify the deletion in writing on KII's written request. Where applicable law requires MIOSA to retain a copy of Client Data, MIOSA will retain only the copy the law requires, keep it protected, use it only for the purpose the law requires, and delete it at the end of that period. MIOSA keeps backups of Client Data only with KII's written permission and only for the period KII approves, as described in Section 9.11.

D.12 Audit. Once per calendar year, and at the reasonable request of KII, MIOSA will respond to a written questionnaire on its data protection and security practices as they relate to the Services and to Client Data, and will provide reasonable supporting evidence in response to a material finding. If the written questionnaire does not reasonably address a material concern, the Parties will agree on a proportionate additional measure, which may include a review of the relevant practices at a time agreed by the Parties. An audit under this Section is conducted during business hours, without unreasonably disrupting the Services, and is subject to the confidentiality obligations in Article 8.

D.13 Records and Cooperation. MIOSA will maintain a record of the categories of processing it carries out for KII, the Subcontractors and Third-Party AI Providers it uses, and any approved transfers, and will make the record available to KII on request. MIOSA will cooperate reasonably with KII and with a supervisory authority in the exercise of the authority's powers.

D.14 Term and Precedence. This Exhibit applies during the Engagement and continues to apply to retained Client Data until that data is deleted or returned. Sections 9.10, 9.11, and 9.12 and Articles 8 and 13 continue to apply to this Exhibit. Where this Exhibit conflicts with the order of precedence in Section 2.5, Exhibit D ranks below Exhibit A and above the body of the Agreement.

KII

By: _____

Name: Dr. Reza Kordi

Title: Managing Director

Date: _____

MIOSA LLC

By: _____

Name: Roberto H. Luna

Title: Chief Executive Officer

Date: _____