MIOSA LLC AND KII / ENGAGEMENT AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This 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 and KII.

SERVICE PROVIDER

MIOSA LLC, a Texas limited liability company ("**MIOSA**" or "**Service Provider**"). Agency MIOSA is the delivery practice of MIOSA LLC.

Representative: Roberto H. Luna, Principal Architect and Engagement Lead, roberto@lunivate.com

CLIENT

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."** The Parties agree as follows.

USD 120,000 Fixed fee, four milestone payments	90 days From kickoff to full handover	One week On site in Zurich, included	Texas Governing law and arbitration seat

Exhibit A / Statement of Work

The KII Business OS 90-Day Statement of Work: objective, scope, out of scope, the four milestones with deliverables, acceptance evidence, fees and target days, client responsibilities, and the on-site week.

Exhibit B / AI and data

The AI and Data Processing Acknowledgment: the tools and providers used, what data each handles, where it is processed, how long it is kept, and KII's Restricted Data designations.

Exhibit C / Change order

The Change Order form used under Section 4: the request, the three business day impact assessment, the path chosen, the fixed price, the schedule effect, and both signatures.

Companion documents

The Proposal and Scope of Work, the Data Management Plan, and the Client Requirements and Roadmap describe the approach, data handling, and roadmap. They are background material and are not part of this Agreement (Section 1.4).

Effective Date

The date of the last signature on the signature page. Until both Parties sign, this document is a draft for review and creates no obligation. Section 1.3 sets the order of precedence between this Agreement, the SOWs, and change orders.

How to read this Agreement. Sections 1 to 17 are the binding terms. Exhibit A is the Statement of Work for the 90-day engagement. Exhibit B supports Section 7 and records how AI tools and data are handled. Exhibit C is the change order form used under Section 4. The plain-language summary on the next page is a reading aid; the numbered sections control.

BEFORE THE LEGAL SECTIONS

THE AGREEMENT IN PLAIN WORDS

This page is a summary written to be read once. It is not a substitute for the rest of the Agreement, and if anything here differs from a numbered section, the numbered section controls.

01 **What MIOSA delivers.** MIOSA installs one operating system for KII, running on KII's own infrastructure. The work starts with Operations and moves in four waves over 90 days, each wave accepted separately.

02 **What it costs, and the small first step.** USD 120,000, fixed, in four payments of USD 30,000: the first at signature, the next three when KII accepts Milestone 2, Milestone 3, and Milestone 4. Milestone 1 is the paid pilot, so if KII accepts it and stops there, no further fees are due and KII keeps everything delivered to that point.

03 **Nothing in production changes without approval.** Every change to a production system is proposed, reviewed, and approved by an authorized KII person before it is applied.

04 **Scope is fixed.** Work outside Exhibit A needs a signed change order. Messages, meetings, demos, and proposals never expand scope on their own.

05 **KII's inputs set the dates.** If access, decisions, examples, or reviews arrive late, the affected dates move by the length of the delay.

06 **KII's data stays on KII's infrastructure.** The delivered platform runs on KII's own model. The AI tools MIOSA itself uses for delivery are disclosed in Section 7 and Exhibit B.

07 **Restricted Data is never sent to third-party AI providers.** KII decides what is Restricted Data, and MIOSA handles it only on KII infrastructure or with KII's internal model.

08 **All KII data is deleted at the end.** Within 30 days after the engagement ends, including MIOSA's working copies of deliverables, with written certification on request.

09 **KII owns what is built.** KII receives its own fork of BusinessOS under the Apache License 2.0 and owns the KII-specific work product once the related milestone is paid.

10 **If there is a dispute.** Executives of both Parties negotiate in good faith for 15 business days, then a binding arbitration in Austin, Texas, in English, under Texas law.

M1 / DAYS 0 TO 30

Mobilize and pilot

Foundation installed on KII infrastructure. Operations runs on mirrored data behind human approval gates.

M2 / DAYS 30 TO 45

Operations live

Real users, Teams through Microsoft Graph, shared project workspace, roles and data governance.

M3 / DAYS 45 TO 70

Second department wave

A second department chosen at kickoff, plus SOP and documentation completion.

M4 / DAYS 70 TO 90

Rollout and handover

Remaining in-scope departments, runbooks, admin training, and the full source in KII's repository.

> **The exit is real:** after Milestone 1 acceptance KII may stop with no further fees, keep everything delivered to that point, and require MIOSA to dispose of KII data under Section 7.9.

1. SERVICES AND STATEMENTS OF WORK

1.1 Services. MIOSA will perform the professional services described in Exhibit A and in any additional statement of work signed by both Parties (each, an "**SOW**"). Each SOW identifies the services, deliverables, schedule, fees, responsibilities, assumptions, and acceptance procedure for that work.

1.2 Initial SOW. Exhibit A, the KII Business OS 90-Day Statement of Work, is the initial SOW under this Agreement and covers the engagement described in the KII Business OS Proposal and Scope of Work dated October 6, 2026.

1.3 Order of Precedence. If a conflict exists, the following order controls: (a) a signed change order, only for the subject of that change; (b) the applicable SOW; then (c) this Agreement. A separate nondisclosure agreement between the Parties controls the treatment of Confidential Information only to the extent it provides greater protection than Section 6.

1.4 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 Section 4. The Proposal and Scope of Work is background material for the Parties' commercial understanding and is not a contractual document.

1.5 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.

2. PERFORMANCE AND COOPERATION

2.1 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.

2.2 Client Cooperation. KII will timely provide the access, information, decisions, examples, personnel, feedback, approvals, and working environment identified in the applicable SOW. MIOSA may rely on information supplied by KII unless MIOSA knows that information is materially inaccurate.

2.3 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.

2.4 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 personnel or agent is authorized to bypass the approval gate.

2.5 Personnel and 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 their performance. KII remains responsible for the acts and omissions of its affiliates and personnel that receive or use the Services.

2.6 Continuity. 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.

2.7 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.

> **What the fixed fee and the dates depend on.** Timely access to repositories, documentation, Autotask and ERP APIs, Teams through Microsoft Graph, the vLLM endpoint, and a data center environment; the named owners in Exhibit A; representative Operations examples; 30-minute interviews and the Friday review; and timely decisions, consolidated feedback, and written approvals. If one of these is late, Section 2.3 applies.

3. FEES, TAXES, AND EXPENSES

3.1 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.

MILESTONE	AMOUNT	INVOICED	TARGET ACCEPTANCE
M1 Mobilization and Operations Pilot	USD 30,000	At signature of this Agreement	Day 30
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

3.2 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 Section 5. 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.

3.3 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. 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.

3.4 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.

3.5 Payment Protection. 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's right to pause does not affect its right to terminate for cause under Section 12.3, and MIOSA will not pause work in a way that leaves a KII production system in an unsafe state.

3.6 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.

3.7 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.

3.8 Suspension of Other Remedies. A pause under Section 3.5 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.

> **What 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.

4. CHANGES

4.1 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.

4.2 Request in Writing. A change request must be sent in writing to the other Party's representative named in Section 17.3, 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 Section.

4.3 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.

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

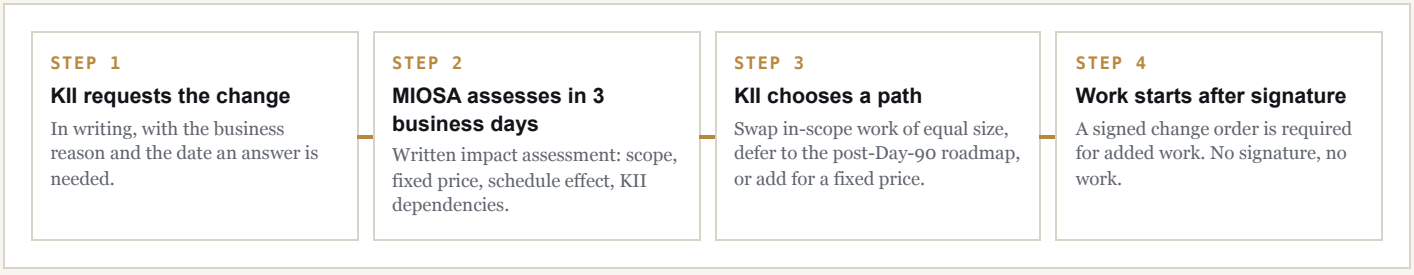
1. Swap	2. Defer	3. Add
KII trades out in-scope work of equal size and effort for the requested work, at no additional cost, and the Parties record the swap in a change order.	KII defers the requested work to the roadmap after Day 90, where it can be scoped and priced separately in a later phase or SOW.	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.

4.5 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 2.3 governs the effect of that pause on the schedule.

4.6 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.

4.7 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 11.1 unless they have been invoiced and paid.

4.8 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 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.



5. ACCEPTANCE

5.1 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.

5.2 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.

5.3 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 5.1 or Section 5.2.

5.4 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 Section 4, 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 9.2.

5.5 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.

6. CONFIDENTIALITY

6.1 Mutual Obligation. Each Party will keep confidential the other Party's nonpublic business, technical, financial, and commercial information, the terms of this Agreement, and any Client Data disclosed in connection with the engagement (together, "**Confidential Information**"). No separate nondisclosure agreement is required for this Agreement to protect Confidential Information.

6.2 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 Section.

6.3 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.

6.4 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.

6.5 Term. These obligations apply during the engagement and for three years after it ends, except that obligations concerning Client Data, trade secrets, and source code continue for as long as the information remains protected.

6.6 Relation to a Later NDA. If the Parties sign a separate nondisclosure agreement, that agreement also applies to Confidential Information exchanged in connection with the Services. Where the two conflict, the provision that gives greater protection to the Confidential Information controls for that subject.

6.7 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 7.9 for Client Data, to the receiving Party's routine backup and legal retention practices, and to any retention required by law.

> **Acceptance in one line.** Five business days, one consolidated notice of material nonconformities, correction and resubmission, then deemed acceptance if there is no timely notice. Acceptance of a milestone triggers its invoice, and Section 9.2 continues to cover a defect that could not reasonably have been found during the acceptance period.

6.8 Residual Knowledge. Subject to its obligations under this Section, 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 or reproduce the other Party's proprietary materials.

7. CLIENT DATA AND AI-ASSISTED DELIVERY

7.1 Client Data. "**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. KII retains all right, title, and interest in Client Data.

7.2 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.

7.3 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.

7.4 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.

7.5 Restricted Data. "**Restricted Data**" means Client Data that KII designates in writing as Restricted Data, including any category recorded in the table in Exhibit B. 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.

7.6 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.

7.7 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.

What MIOSA uses

- Open-source models through Ollama Cloud, under a no-data-retention configuration.
- United States based frontier providers, for example Anthropic's Claude, for development, code generation, analysis, and documentation.
- KII's own internal model for anything KII designates as Restricted Data.

What KII controls

- The production platform and all operational data, which stay on KII infrastructure.
- The Restricted Data list, which KII can change at any time in writing.
- Production access and the approval gate on every production-bound change.
- Deletion and certification when the engagement ends.

7. CLIENT DATA (CONTINUED)

7.8 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.

7.9 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.

7.10 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 7.8 and 7.9 and is deleted at the end of the approved period.

7.11 Third-Party AI Providers. MIOSA selects and configures the providers described in Section 7.4 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 Section 11 apply to any claim arising from a provider's acts or omissions.

7.12 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.

7.13 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.

7.14 Acknowledgment. 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 Section. Exhibit B forms part of this Agreement.

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 7.4 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.

> **The data position in one paragraph.** KII's operational data stays on KII infrastructure and runs on KII's internal model. KII data and code that MIOSA handles during delivery may be processed by the open-source and United States based AI providers disclosed above, unless KII designates it as Restricted Data, in which case it is never sent to a third-party AI provider. MIOSA does not train models on KII data. MIOSA keeps engagement records only on company-controlled machines, and deletes them within 30 days after the engagement ends, certifying the deletion on request.

8. INTELLECTUAL PROPERTY

8.1 Client Materials. "**Client Materials**" means KII's pre-existing and independently developed software, source code, object code, APIs, data, designs, trademarks, documentation, product plans, business methods, and other materials. KII owns all Client Materials. KII grants MIOSA a limited, nonexclusive right to use Client Materials solely to perform the Services.

8.2 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.

8.3 Optimal Engine Component. The Optimal Engine component is licensed to KII under the **MIT License**, in KII's repository and in the open.

8.4 KII-Specific Work Product. "**Work Product**" means the KII-specific modules, configuration, integrations, glossary, standard operating procedures, documentation, runbooks, and other deliverables created specifically for KII under Exhibit A and identified as Work Product in that SOW. On full payment of the amounts due for the related milestone, MIOSA assigns to KII its right, title, and interest in the Work Product, excluding Client Materials, Service Provider Materials, third-party materials, and open-source software. Until that payment is received, MIOSA retains title to the Work Product. This Section is the ownership transfer referred to in Section 3.

8.5 Service Provider Materials. "**Service Provider Materials**" means MIOSA's pre-existing and independently developed software, platforms, APIs, SDKs, deployment systems, templates, methods, libraries, tools, models, architectures, workflows, documentation, know-how, and improvements that do not disclose KII Confidential Information, including BusinessOS and the Optimal Engine apart from the licenses granted in Sections 8.2 and 8.3. MIOSA and its licensors retain all rights in Service Provider Materials.

8.6 Embedded Materials. To the extent Service Provider 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 Service Provider 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.

8.7 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.

8.8 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.

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	MIT License.	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.
Service Provider Materials	MIOSA and its licensors.	Not delivered as source	Use only as embedded in the delivered platform, under Section 8.6.

8.9 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.

9. REPRESENTATIONS AND WARRANTIES

9.1 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.

9.2 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 Section 5, except that a defect that could not reasonably have been identified during the acceptance period remains covered for 30 days after acceptance.

9.3 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 Sections 7 and 8, and that it will comply with applicable law, including data protection law, in its use of the Services and in its designations under Section 7.5.

9.4 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES, DELIVERABLES, RECOMMENDATIONS, AND SERVICE PROVIDER 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 COMMERCIALLY SUCCESSFUL, AND MIOSA DOES NOT PROVIDE LEGAL, TAX, OR REGULATORY ADVICE.

10. INDEMNIFICATION

10.1 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 Client 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.

10.2 KII Indemnity. KII will defend MIOSA against a third-party claim that Client 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 7.7, 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.

10.3 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.

10.4 Sole Remedy for Infringement. Sections 10.1 and 10.2 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 Section 11.

> **Risk allocation in one view.** Each Party's total liability is capped at the fees KII paid in the three months before the event giving rise to the claim. Indirect, consequential, lost-profit, and lost-data damages are excluded both ways. Payment obligations, fraud, willful misconduct, and liability that cannot lawfully be limited are outside the cap. The warranty in Section 9.2 and the indemnities in Section 10 are subject to the same cap.

11. LIMITATION OF LIABILITY

11.1 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 Sections 7 and 10, and applies whether the claim is based in contract, tort, statute, or otherwise.

11.2 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.

11.3 Uncapped Claims. The limitations in this Section 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 Section 6 or Section 8 remains subject to the cap in Section 11.1, and the Parties intend that the cap applies to every other claim between them, however characterized.

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

12. TERM AND TERMINATION

12.1 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 Section. Termination of this Agreement does not automatically terminate an active SOW unless the notice states otherwise.

12.2 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 Section 8, and MIOSA disposes of KII data under Section 7.9. Notice under this Section does not require KII to give a reason and does not trigger any termination charge.

12.3 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.

12.4 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.

12.5 Effect of Termination. On termination, MIOSA will stop work, hand over completed and paid-for work, return or dispose of Client Data under Section 7.9, and provide a final written status of work in progress. KII will pay all amounts due for work performed through the effective termination date.

12.6 Survival. Payment obligations and Sections 6, 7.9, 8, 10, 11, 13, 16, and 17 survive termination to the extent necessary to give them effect.

13. NON-SOLICITATION

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. This Section 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. A breach of this Section does not create a right to terminate an SOW, and the sole remedy is injunctive relief under Section 16.4.

14. INDEPENDENT CONTRACTORS

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. MIOSA controls the manner and means of performing the Services, subject to the applicable SOW.

15. PUBLICITY

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. Either Party may disclose the existence and general nature of the engagement where required by law or to professional advisors under confidentiality obligations.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 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.

16.2 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.

16.3 Binding Arbitration. If the dispute is not resolved under Section 16.2, 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. The Parties intend that the Federal Arbitration Act governs and that the award be enforceable internationally, including in Switzerland.

16.4 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 16.2 and 16.3 and without waiving arbitration for other matters.

16.5 Costs. Each Party bears its own attorney fees and costs, unless applicable law provides otherwise.

17. GENERAL

17.1 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except to an affiliate or a successor in a merger, reorganization, or sale of substantially all relevant assets, where the assignee assumes it in writing.

17.2 Force Majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, excluding payment obligations and data protection obligations.

17.3 Notices. Notices must be in writing and may be sent by email to the representatives below, with a copy to any address later designated in writing. Notice is effective when received, and an email is deemed received on the next business day absent a delivery failure notice. KII: Dr. Reza Kordi, _____. MIOSA: Roberto H. Luna, roberto@lunivate.com.

17.4 Entire Agreement. This Agreement, its Exhibits A, B, and C, and signed change orders constitute the entire agreement concerning their subject matter and supersede prior proposals, drafts, and discussions. A separate nondisclosure agreement is included as provided in Section 6.6.

17.5 Amendment and Waiver. Amendments and waivers must be in writing and signed by authorized representatives of both Parties. A failure to enforce a provision is not a waiver of it.

17.6 Severability and Third Parties. If a provision is unenforceable, it will be enforced to the maximum extent permitted by law and the remaining provisions continue in effect. This Agreement creates no third-party beneficiary rights.

17.7 Counterparts and Electronic Signatures. This Agreement, each SOW, and each change order may be executed in counterparts and by electronic signature, which the Parties adopt as an original.

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: Authorized Representative

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 1.4.

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 1.4 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
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

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.

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.

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 7.5. It forms part of the Agreement.

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

Restricted Data designation (Section 7.5)

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 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.
- ☐ 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.
- ☐ 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.
- ☐ KII understands that MIOSA does not use KII data to train models.
- ☐ 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.
- ☐ 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.
- ☐ KII understands that MIOSA's liability for a third-party AI provider is limited to the selection and configuration standard in Section 7.11, and that the cap in Section 11.1 applies.

KII By: _____ Name: Dr. Reza Kordi, Managing Director Date: _____

MIOSA LLC By: _____ Name: Roberto H. Luna, Authorized Representative 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 Section 4.

Change order number	_____	**Date of request**	_____
Agreement and SOW	Professional Services Agreement between MIOSA LLC and KII, Exhibit A, KII Business OS 90-Day Statement of Work		
Requested by	_____	**Answer needed by**	_____

1. The request

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

_____

_____

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 _____

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.

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: Authorized Representative

Date: _____