MIOSA LLC

MASTER PROFESSIONAL SERVICES AGREEMENT

KII Custom Module Development on BusinessOS

between MIOSA LLC (a Texas limited liability company) and KII (Switzerland)

Including Exhibit A: Custom Module Development Statement of Work, and Exhibit B: Data Management Plan

Dated as of the Effective Date

DRAFT FOR REVIEW / Version 0.9 / October 6, 2026

Shared for KII's review and feedback. Terms will be finalized together before signature.

CONFIDENTIAL

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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@miosa.ai; 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 designs, develops, and hands over custom application modules on BusinessOS, MIOSA's modular application platform, deployed on the client's own infrastructure. This Agreement is the master agreement for those services. Its general terms apply to any engagement between the Parties, and the scope, fees, and data terms for a specific engagement are set out in a statement of work.

KII is a company organized under the laws of Switzerland. KII wishes to engage MIOSA to design and develop KII's custom modules on BusinessOS, deployed as the KII Platform 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, and Exhibit B, the Data Management Plan. The Proposal and Scope of Work and the Client Information Request and Roadmap, each dated October 6, 2026, 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.

ARTICLE 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 "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.

1.2 "Affiliate" means any entity that controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than fifty percent of the voting interests or the power to direct management and policies.

1.3 "BusinessOS" means MIOSA's modular application platform, on which MIOSA develops custom application modules.

1.4 "Change Order" means a written document signed by an authorized representative of each Party that changes the scope, assumptions, schedule, fixed price, or responsibilities of an SOW.

1.5 "Client Data" means data, content, records, files, prompts, instructions, configurations, and other materials that KII or its users provide for the Services, including data relating to KII's own clients.

1.6 "Confidential Information" has the meaning given in Section 8.2.

1.7 "Deliverable" means an item an SOW requires MIOSA to deliver, including a report, configuration, module, integration, documentation, runbook, procedure, or training material. Each Milestone is a Deliverable for purposes of Acceptance.

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

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

1.10 "KII Modules" means the custom application modules that MIOSA develops for KII on BusinessOS under an SOW, starting with the Operations module.

1.11 "KII Platform" means KII's deployment of BusinessOS together with the KII Modules, running on KII infrastructure.

1.12 "KII-Specific Work Product", also referred to as **"Work Product"**, means the KII-specific modules, configurations, workflows, glossary, documentation, procedures, and runbooks customized for KII during the Engagement and identified as Work Product in the applicable SOW.

1.13 "Milestone" means a milestone described in Exhibit A.

1.14 "MIOSA Materials" means MIOSA's pre-existing platforms, including the BusinessOS core and the Optimal Engine, together with its tools, frameworks, templates, libraries, methods, processes, and know-how.

1.15 "MIOSA Personnel" means the employees and independent contractors through whom MIOSA performs the Services.

1.16 "Personal Data" means information relating to an identified or identifiable natural person contained in Client Data.

1.17 "Restricted Data" means Client Data that KII designates in writing as Restricted Data.

1.18 "Services" means the professional services MIOSA performs under this Agreement and the SOWs, including the design, configuration, installation, integration, documentation, training, and handover an SOW describes.

1.19 "SOW" means a statement of work signed by both Parties, including Exhibit A and any additional statement of work.

1.20 "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.

1.21 "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 9.3.

ARTICLE 2. SERVICES AND SOWS

2.1 Services. MIOSA will perform the Services described in Exhibit A and in any additional SOW signed by both Parties, 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 Custom Module Development, 90-Day Statement of Work, is the initial SOW. 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 Each SOW. Each SOW describes its own services, deliverables, schedule, fees, responsibilities, assumptions, dependencies, and acceptance procedure, becomes effective when signed by both Parties, and incorporates the terms of this Agreement.

2.4 No Implied Scope. Work not expressly included in a signed SOW is outside scope. 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. 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 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 B, the Data Management Plan, for operational data handling; then (d) the body of this Agreement. A separate nondisclosure agreement controls Confidential Information only to the extent it gives greater protection than Article 8.

2.6 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 such a change without that approval, and no MIOSA person or agent is authorized to bypass the approval gate.

2.7 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.

2.8 Location and Manner of Performance. The Services are delivered remotely unless an SOW provides otherwise, and 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.

ARTICLE 3. PERSONNEL AND SUBCONTRACTORS

3.1 MIOSA Personnel. MIOSA performs the Services through its employees and independent contractors (**"MIOSA Personnel"**), and is responsible for their selection, direction, compensation, and supervision, 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 containing confidentiality obligations and assignment to MIOSA of the intellectual property that member creates, in each case at least as protective as this Agreement, and MIOSA will enforce those agreements.

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 their performance, and their acts and omissions are treated as MIOSA's.

3.4 Replacement and Key Personnel. MIOSA may replace a member of MIOSA Personnel. It will give KII reasonable notice of a replacement for a person holding a named role, provide a replacement with comparable skills, and take reasonable steps to transfer working context so that continuity and the schedule are preserved. Where an SOW names a key role, MIOSA will make reasonable efforts

to keep that person, and a change of a key person is not a breach if MIOSA complies with this Section.

ARTICLE 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. Timely performance of the Services and 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, and 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, to the extent required by the applicable SOW, together with the credentials and approvals MIOSA reasonably needs 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 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, and will designate the persons authorized to give approvals under this Agreement and under Section 2.6.

4.6 Reliance and Schedule Dependencies. MIOSA may rely on information, materials, and instructions supplied by KII unless it knows they are materially inaccurate, and is not responsible for a defect or delay resulting from inaccurate or incomplete information supplied by KII. Where KII's late access, decision, example, review, or approval delays work, the affected dates extend by the length of the delay, and MIOSA will confirm the revised dates in writing. Target dates are targets, not guarantees, where a KII dependency causes the delay, and where MIOSA causes a delay it will work in good faith to recover the schedule at no additional fee.

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

ARTICLE 5. FEES AND PAYMENT

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. It is fixed for that scope and does not vary with the hours actually worked.

5.2 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 Article 7. 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, and each Party bears its own bank charges.

5.3 Taxes and Withholding. Fees do not include sales, use, excise, value added, withholding, or similar transaction taxes, and KII is responsible for such taxes, excluding taxes on MIOSA's net income, property, or personnel. If applicable law requires KII to withhold from a payment, KII will gross up the payment so that MIOSA receives the full invoiced amount, provide evidence of the withholding, and cooperate with any relief available under an applicable tax treaty.

5.4 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 its length plus the time reasonably required to resume, and MIOSA will resume work promptly once the overdue amount is paid and will not pause work in a way that leaves a KII production system unsafe.

5.5 Suspension Is Not a Breach. A pause under Section 5.4 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, and does not affect MIOSA's right to terminate for cause under Section 14.3.

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

ARTICLE 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**. A Change Order is a written document signed by an authorized representative of both Parties describing the revised scope, assumptions, schedule, fixed price, and responsibilities. MIOSA does not work on an hourly or time-and-materials basis, and no change is effective until both Parties sign.

6.2 Request in Writing. A change request must be sent in writing to the other Party's representative named in Section 17.1, describing the requested work, the business reason, and the date by which KII needs an answer. A request made in a meeting, call, chat message, demonstration, or walk-through takes effect only when 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, and the dependencies on KII, including any effect on an already Accepted Milestone. If MIOSA needs information from KII, the period starts when it receives it.

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, 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 both Parties sign the applicable Change Order. The Parties may direct MIOSA in writing to pause affected work while a change is evaluated, and Section 4.6 governs the effect on the schedule.

6.6 Scope Never Expands by Conduct. Messages, meetings, calls, chat channels, demonstrations, 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 it states otherwise, it is invoiced on signature and is not refundable if KII later cancels the changed work after MIOSA has started it. Change Order fees count toward the cap in Section 13.1 only to the extent invoiced and paid.

ARTICLE 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 to accept it in writing or to give **one consolidated written notice** identifying material nonconformities against those criteria.

7.2 Correction. MIOSA will use reasonable efforts to correct verified material nonconformities and resubmit the affected Deliverable or Milestone, after which KII has three business days to accept it or give 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.

7.5 Effect of Acceptance. Acceptance confirms that the Deliverable meets the acceptance criteria for that Milestone as of the date of Acceptance. It is not a waiver of the warranty in Section 11.2 for a defect that could not reasonably have been identified during the acceptance period.

ARTICLE 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, disclosed in connection with the Engagement in any form and whether or not marked confidential. Deliverables containing 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 becomes public through no fault of the receiving Party, was lawfully known to it without a duty of confidence, is received from a third party without a duty of confidence, or is independently developed without use of the disclosing Party's Confidential Information.

8.4 Obligations and Permitted Recipients. 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, Affiliates, Subcontractors, and professional advisors who need it and

are bound by obligations at least as protective as this Article. The disclosing Party remains responsible for a breach by a recipient it discloses to.

8.5 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.

8.6 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 9.8 for Client Data, to routine backup and legal retention practices, and to any retention required by law. A Party retaining Confidential Information under this Section will keep it protected and use it only for the purpose requiring the retention.

ARTICLE 9. CLIENT DATA AND AI-ASSISTED DELIVERY

9.1 Client Data and Permitted Processing. KII retains all right, title, and interest in Client Data, which includes data relating to KII's own clients. 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, and will not use Client Data for its own commercial purposes.

9.2 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, and remote access by MIOSA personnel is only through methods approved by KII.

9.3 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.

f. Exhibit B incorporates the Data Management Plan dated October 6, 2026, which sets out the operational detail of the handling described in this Article.

9.4 Restricted Data. KII may add, change, or withdraw a Restricted Data 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 instruct its personnel and Subcontractors accordingly. If work would require the use of Restricted Data with a Third-Party AI Provider, MIOSA will stop and ask KII in writing before proceeding.

9.5 No Training on Client Data. MIOSA does not use Client Data to train any model, and MIOSA selects providers whose commercial terms do not permit training on submitted data. MIOSA does not claim or rely on any specific provider certification.

9.6 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.

9.7 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.

9.8 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 it holds, and will certify the deletion in writing on KII's request. KII keeps its own copies. If a legal hold, tax obligation, or law requires MIOSA to retain a record, it will retain only that record, keep it protected, and use it only for the required purpose.

9.9 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 9.7 and 9.8 and is deleted at the end of the approved period.

9.10 Roles, Instructions, and Cross-Border Processing. For purposes of applicable data protection law, including the Swiss FADP and the EU GDPR, KII is the controller of Client Data and Personal Data and MIOSA is the processor. MIOSA processes Client Data only on KII's documented instructions, which include the applicable SOW and the Data Management Plan, and will promptly inform KII if an instruction appears to infringe applicable data protection law. KII acknowledges that Client Data and code MIOSA handles may be processed outside Switzerland and the European Economic Area, including in the United States, by the providers disclosed in Section 9.3, and MIOSA will implement a lawful transfer mechanism for Personal Data where applicable law requires.

9.11 Data Subject Requests and Assistance. 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. MIOSA will promptly refer any request it receives to KII.

9.12 Security Incidents. Each Party will notify the other without undue delay, and within any period applicable law requires, after it confirms unauthorized access to Client Data, Personal Data, or credentials in its control that materially affects the Services, describing the nature of the incident, the categories and approximate number of data subjects and records affected where known, the likely consequences, and the measures taken or proposed. The affected Party will take reasonable containment and remediation measures and will reasonably assist the other with any notifications it must make to a supervisory authority or a data subject.

9.13 Safeguards. MIOSA will maintain reasonable administrative, technical, and organizational safeguards appropriate to the Client Data made available for the Services, including access control on MIOSA company accounts, encryption of engagement records in transit, confidentiality undertakings from personnel, and prompt removal of access when a person leaves the Engagement team.

9.14 Security Questionnaire. Once per calendar year, and at KII's reasonable request, 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 questionnaire does not reasonably address a material concern, the Parties will agree a proportionate additional measure.

9.15 Third-Party AI Providers. MIOSA selects and configures the providers described in Section 9.3 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.

9.16 KII Acknowledgment. By signing this Agreement, KII acknowledges that it has reviewed this Article and understands the matters it describes, including that data and code it makes available to MIOSA, other than Restricted Data, may be processed by Third-Party AI Providers, including in the United States; that MIOSA cannot guarantee an air-gapped engagement; that Restricted Data is never sent to a Third-Party AI Provider; and that MIOSA does not use KII data to train models.

ARTICLE 10. INTELLECTUAL PROPERTY

10.1 KII Materials. 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 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.

10.3 No Claims on KII Modules. KII owns the KII Modules as part of the Work Product on payment under Section 10.2. MIOSA makes no claim to the KII Modules, including the Operations module, or to their configurations, workflows, documentation, or code.

10.4 MIOSA Materials. 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.

10.5 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.

10.6 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.

10.7 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 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, support, or updates.

10.8 No Other Rights and No Reuse of KII Material. Neither Party gains rights in the other Party's intellectual property except as expressly stated in this Agreement. Subject to Article 8, MIOSA may

reuse general skills, methods, and know-how, but will never use Client Data, KII Confidential Information, or Work Product for any other client.

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

ARTICLE 11. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

11.1 Mutual Authority. Each Party represents that it is duly organized and validly existing, has authority to enter into this Agreement and perform its obligations, and is not prevented from doing so by any other agreement or obligation. KII represents that it is a company organized under the laws of Switzerland, and MIOSA 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 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 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 its designations under Section 9.4.

11.4 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 COMMERCIALLY SUCCESSFUL.

ARTICLE 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 materials, or use after MIOSA offers a reasonable replacement.

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, including any claim by a client of KII relating to notices or consents described in Section 9.6, and will pay damages finally awarde-

d 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 it 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 and Mitigation. Sections 12.1 and 12.2 state the indemnifying Party's entire liability, and the indemnified Party's sole remedy, for the third-party claims described in those Sections, subject to Article 13. If Work Product is or is likely to become the subject of a claim under 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 with substantially equivalent functionality, or refund the fees paid for it on its return.

ARTICLE 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, 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 ADVISED OF THE POSSIBILITY.

13.3 Uncapped Claims. The limitations in this Article do not apply to KII's obligation to pay fees; 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.

13.4 Multiple Claims and Affiliates. Multiple claims arising from the same event, or a series of related events, count as a single claim for purposes of the cap, which is not increased by the number of claims or persons asserting them. The acts and omissions of a Party's Affiliates, personnel, Subcontractors, and permitted successors are treated as that Party's for purposes of this Article.

13.5 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, the Parties intend that it be reduced only to the extent necessary to make it enforceable.

ARTICLE 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 9.8. 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, the pro rata share of the current Milestone for work in progress, and any approved noncancelable commitment, not exceeding the total fees for that SOW. A prepaid amount is credited against that calculation, and MIOSA will refund any unearned balance within 15 days and 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 9.8, 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 a successor provider. Transition assistance beyond the handover obligations in Exhibit A is out-of-scope work, performed only under a signed Change Order or a new SOW.

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, 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, 12, 13, 15, 16, and 17 survive termination to the extent necessary to give them effect.

ARTICLE 15. NON-SOLICITATION

15.1 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.

15.2 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.

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

ARTICLE 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, seated in **Austin, Texas, United States**, 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.

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 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), and will cooperate to provide the documents and translations reasonably required for enforcement.

ARTICLE 17. GENERAL PROVISIONS

17.1 Notices. Notices must be in writing and may be sent by email to the representatives identified in this Section. 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@miosa.ai. A notice is effective when received, and an email is deemed received on the next business day absent a delivery failure notice. A Party may change its notice details by written notice.

17.2 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except 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 accrued obligations, and a change of control is not an assignment provided the Party remains liable.

17.3 Entire Agreement. This Agreement, Exhibit A, Exhibit B, and signed Change Orders constitute the entire agreement between the Parties on their subject matter and supersede prior proposals, drafts, negotiations, and discussions on it, including any conflicting prior statement of work or letter of intent. A term in a purchase order, vendor portal, invoice, or similar document does not modify this Agreement and is rejected.

17.4 Amendment. This Agreement may be amended only by a written instrument signed by an authorized representative of each Party. 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. No course of dealing, oral statement, or exchange of messages modifies this Agreement.

17.5 Waiver. A waiver is effective only if it is in writing and signed by the Party granting it. A failure or delay in enforcing a provision is not a waiver of it or of any other provision, and a waiver applies only to the instance and provision it identifies.

17.6 Severability. If a provision is held unenforceable, it will be enforced to the maximum extent permitted by law and the remaining provisions continue in effect, and the Parties intend it be reformed rather than struck to the minimum extent necessary to preserve their original intent. This

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

17.7 Counterparts and Electronic Signatures. 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. The Parties adopt electronic signatures as originals, and a signed counterpart delivered by email or through an electronic signature platform is treated as delivery of a signed original. Each Party will retain a complete copy as long as applicable law requires.

17.8 English Language. This Agreement is executed in English, and the English version controls its interpretation and any dispute arising from it. Any translation is for convenience only, and notices, approvals, and Deliverables are provided in English unless the Parties agree otherwise in writing.

17.9 Headings. Article and Section headings, and any table of contents, are for convenience of reference only and do not affect the interpretation of this Agreement.

17.10 Construction. In this Agreement, unless the context requires otherwise: the singular includes the plural; "including" means including without limitation; "written" includes electronic form; a reference to an Article, Section, or Exhibit is a reference to this Agreement; and a reference to a statute includes its amendments and successor legislation. "Day" means a calendar day, and "business day" means a day other than a Saturday, Sunday, or public holiday in Texas or Switzerland. A remedy under this Agreement is cumulative unless stated to be exclusive, and no provision is construed against the Party that prepared it.

17.11 Independent Contractors. The Parties are independent contractors. This Agreement creates no 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, and KII has no right to direct or control MIOSA Personnel. Each Party is responsible for the taxes, withholdings, benefits, and insurance of its own personnel.

17.12 Force Majeure. A **"Force Majeure Event"** means an event beyond a Party's reasonable control that prevents or materially delays performance, including natural disaster, fire, flood, epidemic, war, civil unrest, terrorism, government action, or general failure of public infrastructure or communications networks. The affected Party will notify the other promptly and use reasonable efforts to mitigate and resume performance, and affected dates extend by the period of the delay. 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, and KII will pay for completed Services and Deliverables as described in Section 14.4. Force Majeure does not excuse payment obligations, obligations under Article 8 or Article 9, or compliance with law.

17.13 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, except where disclosure is required by law or made to professional advisors under confidentiality obligations.

17.14 Compliance with Laws. Each Party will comply with the laws that apply to it under this Agreement, including data protection law as described in Article 9, anti-corruption law, and export control and trade sanctions law. Neither Party will offer or accept any bribe, kickback, or other improper payment, export or provide access to controlled technology in violation of those laws, or knowingly provide the Services to a person that is the target of comprehensive trade sanctions. Either Party may suspend affected work on written notice if performance would violate those laws.

SIGNATURE PAGE

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

This signature executes the Agreement and Exhibits A and B.

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 CUSTOM MODULE DEVELOPMENT, 90-DAY STATEMENT OF WORK

Objective. Design and develop KII's custom modules on BusinessOS, deployed as the KII Platform on KII's own infrastructure, prove it on the Operations module 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 Proposal and Scope of Work dated October 6, 2026 describes the architecture and approach and is background material under Section 17.3.

In scope. KII only, with the Operations module first: the foundation installed on KII infrastructure; read-only mirrors of the current systems (Autotask today, KII's own ERP as it replaces Autotask, ticketing, 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

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 Timeline

Day 0 is the Effective Date. Target dates are confirmed at kickoff and recorded in the delivery baseline.

- **Days 0 to 10, Mobilize (remote).** NDA and Data Management Plan countersigned, MIOSA registration documents provided, access to repositories and documentation, environment plan for the KII data center, and 30-minute interviews scheduled.
- **On-site week (target the week of October 20, 2026).** Operations audit with the team, company glossary and operating primitives, Operations workflow mapping (signals, tickets, cases, time billing), and install of the foundation on KII infrastructure.
- **Day 30.** Milestone 1 acceptance: the Operations pilot running on mirrored data with human approval gates.
- **Day 45.** Milestone 2 acceptance: Operations live with real users, Teams integration through Microsoft Graph, a shared project workspace with session handoff, and role and data governance.
- **Day 70.** Milestone 3 acceptance: the second department wave plus SOP and documentation completion.
- **Day 90.** Milestone 4 acceptance: remaining in-scope departments, runbooks, admin training, and full source handover in KII's repository.
- **Weekly rhythm.** A Friday review with KII of 30 to 60 minutes, a written weekly status, and recorded decisions.

The roadmap after Day 90, including accounting migration, deeper agent automation, and optional expansion to other group companies, is not in the fee and requires separate scoping.

A.2 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.3 On-site week

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 are only by written agreement.

A.4 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.

A.5 Change control

Work outside this Exhibit A requires a signed Change Order under Article 6. This Exhibit A does not obligate either Party to proceed beyond the milestones it describes.

EXHIBIT B: DATA MANAGEMENT PLAN

The KII Data Management Plan dated October 6, 2026, provided with this Agreement, is incorporated as Exhibit B. If it conflicts with the body of this Agreement on data handling, the Data Management Plan controls for operational data handling, and the body controls for liability, remedies and legal terms.