

Mimirio Software and Services Terms

Version 3.1 · Effective 1 September 2026 · For business customers only

1. How we work together

- 1.1 Mimirio builds lasting relationships based on trust, transparency, and collaboration. We work with our clients as a partner rather than a distant vendor: we listen to what you need, we respond when you raise a concern, and we stay involved long after go-live. This agreement is the written form of that commitment — a clear basis for a successful implementation and for the years of operation that follow.
- 1.2 We have written these Terms to be read. Where something can be said plainly, we say it plainly; where the technology or the law calls for precision, we are precise. Nothing here is intended to work only because it went unnoticed. If a clause is unclear, please ask us — we would rather explain or improve it than rely on it.
- 1.3 These Terms set out what both sides can expect: what we deliver and operate, what we need from the Client, what happens when something goes wrong, and how the Client retrieves its data if it ever decides to leave. Commercial details are agreed for each engagement in the Order Form.

2. Agreement and scope

- 2.1 These Terms govern subscriptions to Mimirio's software and related services provided by **Mimirio FlexCo**, Vienna, Austria ("we", "us" or "Mimirio"), to the business customer identified in the Order Form ("Client").
- 2.2 The agreement consists of the Order Form, these Terms, and the following appendices:
 - 2.2.1 **Appendix A — Mimirio-Managed Operations**, an operational appendix for components we operate under the agreed responsibility allocation.
 - 2.2.2 **Appendix B — Shared Operations**, an operational appendix for components operated jointly with the Client or within a Client-controlled environment.
 - 2.2.3 **Appendix C — Data Export Schedule**, which applies to every subscription and specifies the exportable data, formats, and exclusions for Section 11.
- 2.3 The applicable operational appendix is determined by operational responsibility, not by whether deployment is on-premise, in a private cloud, or on infrastructure contracted by us. Both appendices may apply to different components of a hybrid deployment.
- 2.4 Individually agreed provisions in the Order Form prevail over the appendices, which prevail over these Terms. A separate data processing agreement ("DPA") governs personal-data processing and prevails on that subject. The Client's standard terms, purchasing conditions, and order confirmations do not apply and do not become part of the agreement, even if we do not expressly object to them and even if we perform after receiving them.

3. Subscription and permitted use

- 3.1 **Licensing basis.** The Software is licensed on a per-user, per-month basis for each installation identified in the Order Form. The Order Form specifies the licensed user quantity, applicable rates, and any separate platform, hosting, or service fees. Monthly pricing does not change the quarterly subscription and termination arrangements in Section 7.
- 3.2 **Installation.** An installation means one logically integrated production deployment. Its components may operate across multiple servers, containers, or locations, including a hybrid environment, without constituting separate installations. Backup copies and inactive disaster-

recovery copies are permitted. Additional independently usable production, testing, or staging installations require agreement.

- 3.3 **User allocation.** User licenses apply only to the installation for which they were ordered and are not pooled across installations. A person authorized to use more than one installation requires a user license for each installation.
- 3.4 **Licensed quantity.** The agreed licensed user quantity forms the basis for recurring license charges, regardless of actual usage. Changes to that quantity and their effective date require agreement, which may be made by email. Creating, disabling, or deleting an account does not by itself amend the agreed subscription quantity or fees.
- 3.5 **Pricing tiers and capacity.** Where graduated user-pricing tiers are agreed, each tier's rate applies only to the user quantity falling within that tier, calculated separately for each installation. A platform capacity limit does not include corresponding user licenses unless expressly stated. Additional capacity, installations, or charges require agreement.
- 3.6 **Permitted users and purposes.** The Client may use the Software for its internal business purposes through its employees and contractors acting on its behalf, within the licensed user quantity. Use by affiliated companies or provision of the Software to external customers requires agreement in the Order Form.
- 3.7 **Intellectual property.** We and our licensors retain the rights in the Software, documentation, and underlying technology. The Client may not resell, sublicense, or extract proprietary components for separate use without our consent. Mandatory statutory rights and rights granted under applicable third-party or open-source licenses remain unaffected.
- 3.8 **Protection of the Software.** The Client must not, and must not permit any third party to: modify, adapt, translate, decompile, disassemble, or reverse engineer the Software or any of its components, except to the extent and on the conditions that section 40e of the Austrian Copyright Act permits for interoperability, and then only where we have not published the necessary interface information and it is not otherwise obtainable from us on request; circumvent, disable, or interfere with technical protection measures, licence controls, usage metering, logging, or permission checks; access, extract, connect to, or operate individual components of the Software separately or outside the documented system architecture and intended use; or use the Software, or information gained from it, to develop, train, or market a competing product or service. The Client must not publish or disclose to any third party the results of a performance, benchmark, or evaluation test of the Software without our prior written consent. The Client must impose these obligations on its personnel, agents, and contractors who are given access to the Software and remains responsible for their compliance.
- 3.9 **Relocation.** The Client may relocate its installation while remaining within the agreed subscription scope. Changes affecting operational responsibility, hosting providers, security, or service levels must be agreed before migration. Temporary parallel operation necessary for an agreed migration does not constitute an additional licensed installation.
- 3.10 **AI model consumption.** Where we provide the AI models used by an installation, as we do for every cloud service we operate unless the Order Form provides that the Client supplies them, use of those models is charged by the tokens they process. Input tokens and output tokens are charged at the prices per million tokens that our model price list states for the model concerned, including any prices it states for long-context requests. Charges cover every model call the Software makes to answer a request and the indexing of connected sources, including the generation of embeddings; re-indexing that we initiate for our own reasons, such as a change of the embedding model or the remedy of a defect, is not charged. Only the models listed in the model price list are available under this clause. We make the price list available in the Software or on request. Models that the Client operates itself, or contracts directly with a model provider, are not charged under this clause.
- 3.11 **Consumption allowance.** A consumption allowance applies only where the Order Form expressly agrees it. The Order Form then states the monthly amount of model consumption, in euros at the prices of the model price list, that is included in the recurring fees for each installation. The allowance belongs to the installation as a whole: all of its users draw on it, so that heavier and lighter use by individual users balance each other out. The allowance renews at the start of each calendar month and applies proportionately in a partial month. Any part of it unused at the end of a

month expires; it is not carried over, refunded, or set off against fees, including on termination. An allowance is a unit of account, not a commitment to capacity or throughput; the rate limits of the model provider concerned continue to apply.

4. Software and services, delivery and acceptance

- 4.1 **Scope.** The Order Form defines the subscribed functionality, deployment, start date, and any implementation or additional services. Documentation is provided in English.
- 4.2 **Included services.** Unless otherwise agreed, the subscription includes software maintenance, the support described below, and generally released updates to the subscribed functionality. Custom development, additional modules, and project services require separate agreement.
- 4.3 **Changes to the Software.** We may develop and modify the Software but will not materially reduce expressly agreed functionality during an ongoing subscription without agreement. Necessary security or legal changes will be communicated promptly, including their material effects.
- 4.4 **New permissions.** New functionality requiring additional permissions or introducing materially different external actions will not be activated without the Client's authorization.
- 4.5 **Delivery.** Delivery takes place when we make the Software available for the Client's use and inform the Client of that availability, together with any access data required. For a deployment we host, delivery takes place when the agreed environment is made accessible to the Client.
- 4.6 **Delivery dates.** All delivery, implementation, availability, and milestone dates are non-binding planning targets. A date is binding only where the Order Form expressly designates that date as binding and records the Client prerequisites on which it depends; a date stated anywhere else, including in a plan, proposal, backlog, ticket, or email, is never binding. Dates shift, without liability on our part, by the duration and the knock-on effect of any hindrance outside our sphere of responsibility, including late, incomplete, or defective provision of agreed infrastructure, environments, access, credentials, interfaces, test data, information, decisions, approvals, or cooperation by the Client, any change requested by the Client, any dependency on a third-party system, model, or supplier, and any event under Section 12.1; the shift includes the reasonable time needed to resume orderly work. We will notify the Client of a material delay and its expected consequences, and the parties will agree a revised date in good faith.
- 4.7 **Delay: sole and exclusive remedy.** Where a date expressly designated as binding under 4.6 is exceeded for reasons primarily attributable to us, the Client must notify us in writing and grant a grace period of at least four weeks. If the binding date is still not met after that grace period, the Client may withdraw in writing from the affected Order Form, but only in respect of the deliverable actually affected and not in respect of deliverables already accepted or productively used. That withdrawal is the Client's sole and exclusive remedy for delay. We are not liable for damages, penalties, liquidated or agreed sums, price reduction, cover purchases, internal or third-party costs, or any other compensation arising from the late delivery or non-delivery of any date, whether binding or not; this exclusion does not apply to intent or gross negligence on our part, where Section 10 applies instead. No liquidated damages or service-level compensation accrue for delay unless the Order Form expressly agrees them and expressly states that they are the sole remedy. The Client bears the burden of showing that a delay is primarily attributable to us and that it granted the grace period. A delay claim lapses if not asserted in writing within three months after the binding date concerned. Section 10.6 remains unaffected.
- 4.8 **Acceptance.** There is no formal acceptance procedure for the Software. Acceptance is replaced by the Client's confirmation of receipt or, at the latest, by the Client putting the Software into production use. Where the Order Form provides for an acceptance test of a separately agreed implementation service, that test covers only the criteria agreed for it, and productive use of the result counts as acceptance.

5. Client cooperation

- 5.1 The Client is responsible for:
 - 5.1.1 Having the necessary rights and legal basis for the data, connected systems, and uses it authorizes.

- 5.1.2 Managing its users, credentials, access permissions, and required human approvals.
- 5.1.3 Maintaining the infrastructure and dependencies allocated to it.
- 5.1.4 Providing suitable contacts, relevant diagnostic information, and agreed access for support.
- 5.1.5 Informing us before changes that could materially affect the Software or its operation.
- 5.2 A failure to cooperate affects our obligations only to the extent it actually prevents or delays performance. We will identify the missing cooperation and its consequences. It does not excuse unrelated defects or failures.
- 5.3 Work outside the agreed service scope is chargeable. This includes remediation of Client-caused configuration problems, incorrect or undocumented use, third-party interference, faults in the Client's allocated environment or source systems, and the investigation or reproduction of reported issues that prove not to be defects. The rate stated in the Order Form applies; where the Order Form states no rate, the standard rate under 7.2 applies. Where reasonably practicable we will identify chargeable work before starting it, and for work expected to exceed one working day we will obtain the Client's approval.

6. Support and incident handling

- 6.1 Support hours are Monday–Friday, 9:00 a.m.–5:00 p.m., Europe/Vienna time, excluding Austrian public holidays. One business day corresponds to eight support hours.
- 6.2 The Client reports incidents through the designated support channel, describing the impact and providing available diagnostic information. We classify incidents reasonably according to their actual impact, considering the Client's assessment:

Category	Description	Initial-response target	Subsequent handling target
Critical	The service is unusable, or a security incident presents an immediate, severe risk to Client data or operations.	Within 4 business hours	Prioritized remediation or workaround using commercially reasonable efforts.
Serious	A core function is entirely unavailable, while other functions remain usable; or a serious security incident has a more limited impact.	Within 8 business hours	Remediation work begins within 2 business days.
Major	A core function operates incorrectly and no reasonable workaround exists.	Within 24 business hours	Remediation work begins within 5 business days.
Minor	A core function operates incorrectly, but a reasonable workaround exists.	Within 5 business days	Targeted for the next scheduled maintenance release or update.
Functional	A secondary or supporting function operates incorrectly.	Within 10 business days	Assessed for a future update according to impact and priority.
Glitch	A cosmetic issue without a material effect on operation.	Within 10 business days	Assessed for correction at our discretion, subject to agreed functionality and statutory remedies.

- 6.3 Initial response means acknowledgment and commencement of assessment, not resolution. All periods run from receipt of the incident report and count only during support hours.
- 6.4 These are reasonable-efforts targets, not binding response or resolution guarantees, unless the Order Form expressly states otherwise. They do not replace statutory remedies or incident-notification obligations.

- 6.5 Security incidents are classified by their actual severity. Internal disclosures or metadata exposure are not automatically assigned a lower priority. Classification is made on the basis of the information reasonably available at the time and may be revised as the assessment progresses. The initial-response targets in this Section 6 remain reasonable-efforts targets for security incidents in the same way as for other incidents, and the support hours in 6.1 apply unless the Order Form expressly agrees an extended or on-call arrangement.

7. Fees, subscription term, and termination

- 7.1 Recurring fees comprise the user-license fees for each installation and any separately agreed platform, hosting, or service fees. They are invoiced monthly in arrears at the end of each calendar month, in euros, plus applicable VAT, and are payable within 14 days of the invoice date without deduction and without set-off against disputed claims. Partial months are charged proportionately. Recurring fees are payable for the whole of the subscription term regardless of the extent of actual use. One-time fees are invoiced at the milestone specified in the Order Form or, absent a milestone, on delivery. Consumption charges under 7.11 are invoiced monthly in arrears. Third-party and project charges are invoiced monthly in arrears on the agreed charging basis or, absent an agreed basis, under 7.2.
- 7.2 Charging basis and standard rate. Where these Terms or an Order Form provide that work or a service is chargeable but no rate or charging basis has been agreed, it is charged at our standard rate of EUR 150 per hour, exclusive of VAT, in units of a quarter hour, plus reasonable travel time and out-of-pocket expenses at cost. A rate or charging basis stated in the Order Form overrides this standard rate and prevails over this clause. The absence of an agreed rate does not make chargeable work free of charge and does not oblige us to perform it. We may adjust the standard rate once per calendar year on 60 days' written notice, effective only for work performed after that notice period; a rate agreed in an Order Form remains unchanged for the then-current subscription term. This clause does not apply where mandatory law requires a service to be provided free of charge.
- 7.3 Late payment and disputes. Undisputed amounts not paid when due bear default interest at the statutory B2B rate under section 456 UGB, and we may claim the reasonable costs of collection. The Client must raise any objection to an invoice in writing, with reasons, within 30 days of the invoice date; thereafter the invoice is deemed accepted as to amount, which does not affect claims for defects. A dispute over part of an invoice does not entitle the Client to withhold the undisputed remainder.
- 7.4 The subscription and recurring charges begin on the date or commencement event specified in the Order Form. Where the Order Form states a minimum term, the subscription runs for at least that minimum term and cannot be terminated with effect before it ends. Otherwise the initial subscription term ends at the end of the calendar quarter in which it began. The subscription then renews automatically for successive calendar quarters. Either party may terminate with at least one month's notice before the end of a calendar quarter, but not with effect before the end of any agreed minimum term. Unless expressly agreed otherwise, an agreed change in user quantity does not restart the subscription term, and a reduction in the licensed user quantity takes effect only from the end of the current calendar quarter.
- 7.5 One-time fees and minimum-term commitment. One-time fees for implementation, configuration, migration, integration, and training are earned as the work is performed and are not refundable, in whole or in part, on termination for any reason other than our material breach. Where a minimum term is agreed, the recurring fees for that minimum term are a committed amount for services contracted: if the subscription ends before the end of the minimum term for any reason other than our material breach or an event under 12.1, the recurring fees remaining for the minimum term fall due on the effective date of termination. This is consideration for the term the Client contracted for and is not a switching charge. Where the subscription ends early because of a switching request to which Chapter VI of the EU Data Act applies, the remaining recurring fees fall due only to the extent the Data Act permits a proportionate early-termination charge, and no switching charge is levied.
- 7.6 Price adjustment. We may adjust recurring fees with effect from the start of a renewal period by giving at least two months' written notice before the end of the then-current period. Where the adjustment does not exceed the increase in the Austrian consumer price index published by

Statistik Austria since the start of the subscription or the last adjustment, whichever is later, it takes effect without further agreement. Where it exceeds that increase, the Client may terminate the affected subscription with effect from the end of the then-current period by written notice given within one month of receiving our notice; if the Client does not, the adjusted fees apply from the start of the renewal period. Increases in third-party hosting, model, infrastructure, or licence charges that we pass through may be applied at cost on one month's notice, and any agreed minimum term is unaffected.

- 7.7 Either party may terminate an affected Order Form for a material breach that remains uncured 30 days after written notice identifying the breach. Statutory rights to terminate for good cause remain unaffected.
- 7.8 We may suspend affected services for overdue payment after a written reminder allowing at least 14 days to pay and expressly warning of suspension. A substantiated, good-faith dispute does not justify suspension for the disputed amount while the parties reasonably work to resolve it.
- 7.9 We may also restrict affected functionality where reasonably necessary to address an imminent material security risk or unlawful use. Restrictions must be proportionate, communicated promptly, and removed when their reason ceases. They must not be used to unnecessarily obstruct lawful data retrieval.
- 7.10 Mandatory switching and termination rights under Section 11 remain unaffected by the subscription term, by any agreed minimum term, and by quarterly renewal dates.
- 7.11 Consumption charges. Consumption not covered by an agreed allowance is charged at the prices of the model price list, exclusive of VAT, unless the Order Form states different prices. Consumption continues without interruption. Where an allowance is agreed, we notify the Client by email to the administrative contacts named in the Order Form, and by a notice in the Software, when an installation has consumed 80 percent and when it has consumed 100 percent of its monthly allowance; for these notices, sending to the email addresses named in the Order Form is sufficient, notwithstanding 12.2. Consumption beyond the allowance is chargeable from the time we have sent the 100 percent notice for that month. Where no allowance is agreed, no notices are sent and all consumption is chargeable from the first token. At the request of an authorized representative, we set a monthly limit on consumption charges for an installation; once that limit is reached, the functions that consume chargeable tokens, including indexing, are suspended until the end of the calendar month or until the limit is raised, and that suspension is neither a defect nor a restriction under 7.9.
- 7.12 Metering and model prices. Consumption is recorded by the Software's metering for each installation, and those records are the basis for charging unless the Client shows them to be incorrect. The Client's administrators can view consumption in the Software, and on request we provide a breakdown by model and by day for an invoiced month. An objection to consumption charges is subject to 7.3 and must identify the consumption disputed. The prices of the model price list are our prices; they are not the prices of the model or hosting provider. Changes to them are linked to the published prices of the hosting provider for the deployment type and service tier stated in the model price list for the model concerned: where that published price increases, we may increase our price for that model by no more than the same percentage, on one month's notice; where it decreases, we reduce our price by the same percentage within the same period. Prices that the model price list states in a currency other than the euro are invoiced in euros, converted at the euro reference rate of the European Central Bank on the invoice date. On request we show the Client the provider's change on which an adjustment is based. We may add models to the model price list, and may remove a model that its provider discontinues. Any other change to the model price list is subject to 7.6 in the same way as a change to a recurring fee.

8. AI functionality and outputs

- 8.1 The Software supports knowledge retrieval, analysis, content creation, and authorized workflows, and may interact with connected systems within the agreed configuration and permissions. The Client must apply human oversight appropriate to the use and its consequences. Automated actions are permitted only within the scope, permissions, and safeguards agreed under 8.5.

- 8.2 AI outputs may be incomplete, inaccurate, or inconsistent between executions, including where identical or similar inputs are used. The Client must apply verification appropriate to the use and its consequences and remains solely responsible for every decision, communication, filing, disclosure, or other action it takes on the basis of an output, particularly for decisions with significant legal, financial, or operational consequences.
- 8.3 Not a defect. The following do not constitute a defect and give rise to no claim for warranty, damages, price reduction, service-level compensation, or termination: variability between executions on identical or similar inputs; an individual output that is incomplete, inaccurate, unexpected, or does not meet the Client's expectations; the absence of an output for a given input; deviations arising from the content, quality, structure, completeness, timeliness, or availability of Client data or connected source systems; deviations arising from a change in, or the behaviour, degradation, or discontinuation of, a third-party model, service, or interface; and results affected by the Client's prompts, configuration, or use outside the documented intended use. Deviations of this kind are an inherent characteristic of AI-based software and form part of the quality agreed between the parties (Sollbeschaffenheit).
- 8.4 Limits of the foregoing. The preceding paragraph does not excuse a failure to provide functionality, safeguards, or performance expressly agreed in the Order Form, a reproducible systematic malfunction of the Software, or a breach of our obligations under Section 9. A binding quality, accuracy, or output-performance commitment is effective only where the Order Form identifies the agreed metric, the evaluation method, the reference data set, and the test conditions; absent that agreement, no level of accuracy, completeness, recall, or output quality is warranted.
- 8.5 Reading and retrieval remain subject to applicable access permissions. In the functionality supplied at the date of the Order Form, actions that write to or change connected systems require a human action authorizing them, unless the Client has expressly enabled an automated or scheduled action for a defined scope. Automated or autonomous write capabilities are activated only within a scope, permission set, and safeguards agreed with the Client before activation; these Terms do not themselves authorize or promise them. A description of currently supplied functionality states the position at the time it is given and is not a commitment to preserve that functionality unchanged, subject to 4.3.
- 8.6 The Client remains responsible for its authorized uses and approvals. We remain responsible for the agreed operation of the Software, including implementing authorized actions as specified.
- 8.7 As between the parties, the Client retains its rights in its input data and may use the outputs generated for it. We assign to the Client any transferable rights we acquire in those outputs, excluding the underlying Software, models, and technology. This does not guarantee that an output attracts intellectual-property protection, is exclusive, or is free of third-party rights.
- 8.8 The Client must not use the Software for unlawful or prohibited AI practices. Uses requiring additional regulatory safeguards must be identified and agreed before deployment, in particular uses that may be high-risk under the EU AI Act, profiling of natural persons, and decisions with legal or similarly significant effects on individuals. The Client is responsible for classifying its own particular use and for the compliance obligations arising from it. Neither the deployment model nor these Terms alone determine the Software's regulatory classification, and we give no warranty that the Client's use complies with the EU AI Act or any other regulatory framework.

9. Client data, security, and confidentiality

- 9.1 The Client retains its rights in its data. We may access and process that data only as necessary to provide the agreed services, follow documented Client instructions, or comply with legal obligations.
- 9.2 Client data will not be used to train or fine-tune AI models. External hosting or AI services processing Client data must be identified and authorized through the agreed contractual arrangements, including the DPA where applicable. We will not enable an unapproved external data-processing destination.
- 9.3 Where we process personal data on the Client's behalf, the parties must enter into a DPA before that processing begins. Operational control of infrastructure does not, by itself, make us the data controller.

- 9.4 Each party must maintain appropriate security measures for the systems and activities allocated to it. Remote access must follow the agreed authorization and security arrangements.
- 9.5 Each party will notify the other without undue delay upon becoming aware of a confirmed or reasonably suspected material security incident affecting the agreed services or Client data. Available information may be supplied progressively. The parties will cooperate on containment, investigation, recovery, and required notifications.
- 9.6 Each party must protect the other's confidential information, use it only for the contractual relationship, and disclose it only to persons who need access and are subject to appropriate confidentiality obligations. Exceptions apply to information independently developed, lawfully received without restriction, already lawfully known, or publicly available without breach. Legally required disclosure is permitted, with advance notice where lawful.
- 9.7 Confidentiality obligations survive termination.
- 9.8 The Client agrees that we may name it as a reference customer and use its name and logo for that purpose on our website and in our sales materials, respecting the Client's brand guidelines where it provides them. We may also describe the engagement in non-attributed, anonymised form, including sector-level or aggregate metrics that do not identify the Client. Any other public reference — including case studies, statements attributed to the Client or its staff, press releases, and descriptions of the Client's deployment or results — requires the Client's prior approval, which will not be unreasonably withheld or delayed and is deemed given if the Client does not respond within 15 business days of a written request identifying the intended material. The Client may withdraw approval for future use of material for a legitimate reason on reasonable notice; use already made in published material is unaffected.
- 9.9 Where the Client wishes to audit our compliance with this agreement, we first make available our standard evidence package, including our security and operations documentation, the current certificates and audit reports of the hosting and model providers we engage, and responses to reasonable questionnaires. Where the Client requires support going beyond that package, it bears our reasonable costs of that support, chargeable under 7.2. An audit takes place during normal business hours, on at least 14 days' prior notice, no more than once in any twelve-month period except where there is specific cause, without unnecessary disruption of our business operations, and without access to other clients' data, our source code, or our other trade secrets. Any third-party auditor must be bound to confidentiality and must not be a competitor of ours. Audit rights agreed in the DPA and mandatory statutory audit rights remain unaffected.
- 9.10 Penetration tests and other security tests directed at the Software or at environments we operate require our prior written approval, are carried out within an agreed scope and time window, and are at the Client's cost. Testing without that approval is not permitted.

10. Warranty and liability

- 10.1 **Warranty.** Statutory warranty rules apply. We remedy notified defects at our own cost and begin work on them without undue delay. The Client supports the analysis with the access, information, and assistance reasonably required; for as long as that support is missing, the periods and remedies in this section are suspended to the extent they depend on it.
- 10.2 **Unlimited liability.** For damage caused intentionally or by gross negligence, and for damage arising from injury to life, body, or health, we are liable in accordance with applicable law, without limitation.
- 10.3 **Cap for slight negligence.** In the case of slight negligence, our total liability is limited to the contractual value of the affected Order Form, and in the aggregate for all events under that Order Form to a single such amount. The contractual value means the recurring and one-time fees paid and payable under that Order Form in the twelve months preceding the first event giving rise to liability; where the Order Form provides for no subscription, it means the total fees paid and payable under that Order Form; and where the Order Form has been in force for less than twelve months at that time, it means the fees paid and payable for the period in force, annualised. Claims arising from a series of connected events, or from a continuing or repeated cause, count as a single event occurring at the time of the first of them.

- 10.4 **Excluded categories.** In the case of slight negligence we are not liable for indirect or incidental damage, consequential loss, lost profit, or punitive damages.
- 10.5 **Reciprocity.** The limitation and the exclusions in 10.3 and 10.4 apply in the same way to the Client's liability towards us.
- 10.6 **Mandatory law.** The limitation and the exclusions do not apply where liability may not be limited by mandatory law, in particular for personal injury, under product-liability law, for intent and to the extent gross negligence may not be excluded, and under Article 82 GDPR in respect of claims brought by data subjects. Claims between the parties arising out of data protection — including recourse and apportionment under Article 82(5) GDPR, administrative fines, and the cost of notification, remediation, forensic investigation, or credit monitoring — count towards and are limited by the limitation in 10.3 and are subject to the exclusions in 10.4 in the same way as any other claim, except to the extent mandatory law provides otherwise.
- 10.7 **Our own performance.** Our responsibility for our own Software and services is not excluded merely because a defect also involves infrastructure, a third-party service, or missing Client cooperation. This does not extend our liability beyond what we have agreed: Section 12.1, the agreed service levels, and the allocation of operational responsibility in the appendices apply unchanged.
- 10.8 **Service level and care.** The distinction between binding commitments and reasonable-efforts targets determines the promised service level; it does not exclude liability for failing to exercise the agreed level of care.
- 10.9 **Third-party rights: our undertaking.** If a third party asserts that the Software as supplied by us infringes its intellectual property rights and thereby impairs the Client's contractual use, we will, at our option and at our expense, either procure for the Client the right to continue using the Software, or modify or replace the affected part so that it no longer infringes while remaining materially equivalent in function, or, where neither is reasonably achievable on commercially proportionate terms, terminate the affected Order Form and refund pro rata the recurring fees already paid for the period during which the Software could not be used. The choice between these remedies is ours.
- 10.10 **Defence and indemnity.** Where the Client complies with 10.11, we will defend it against such a claim and indemnify it against damages and costs finally awarded or agreed with our consent, in each case up to the limitation in 10.3, subject to 10.2 and 10.6. Subject to 10.2 and 10.6, the remedies in 10.9 and in this clause are the Client's entire remedy and our entire liability for third-party intellectual property claims; all other claims, including warranty of title, damages, price reduction, and rescission, are excluded to the extent permitted by law.
- 10.11 **Conditions.** Our obligations under 10.9 and 10.10 apply only if the Client notifies us in writing without undue delay and in any event within ten working days of becoming aware of the claim, gives us sole control of the defence and of any settlement, makes no admission, acknowledgement, or settlement without our prior written consent, provides all reasonable information, documents, and assistance at our request and at our cost, and has not itself caused or aggravated the claim.
- 10.12 **Exclusions.** We have no obligation under 10.9 to 10.11 where the claim arises from use of the Software otherwise than in accordance with the Order Form, the documentation, or the intended use; from modification of the Software, or its combination or integration with data, systems, models, or software not supplied or approved by us, where the claim would not have arisen without it; from Client data, prompts, specifications, designs, or materials supplied or required by the Client; from the Client's continued use of an affected version or component after we have made a non-infringing modification, replacement, or workaround available at no additional charge; from open-source or third-party components used contrary to their licence terms by the Client; or from the Client's own products, services, or outputs supplied to third parties.
- 10.13 **Client indemnity.** The Client will defend us and indemnify us on the same terms, applied mutatis mutandis, against any third-party claim or authority proceeding to the extent it arises from data or materials the Client or its users make available to the Software, including prompts, or from the Client's publication or distribution of outputs to third parties, including claims of infringement of intellectual property, database, or trade-secret rights and breaches of data-protection or copyright requirements. This does not apply to the extent the claim arises from the Software as supplied by us, which 10.9 to 10.12 govern. The limitation in 10.3 and the exclusions in 10.4 apply to the Client's obligation under this clause in the same way as under 10.5, subject to 10.2 and 10.6, except that

the limitation in 10.3 does not apply to the extent the claim arises from the Client's lack of the rights or legal basis required to make that data or those materials available to the Software, or from their unlawful content.

11. Exit, data retrieval, and deletion

- 11.1 On expiry or termination, the Client must cease productive use of the Software. Use strictly necessary for an agreed or legally required exit and data-retrieval process remains permitted for the duration of that process.
- 11.2 The Client's own systems remain the origin and the authoritative copy of the source data it makes available to the Software. For the Client data we hold, including the working context created in the Software, we provide the export specified in Appendix C, in the formats stated there. Appendix C defines the full extent of our export obligation; the Order Form may extend it.
- 11.3 Client data held by us remains available for retrieval for 30 calendar days after termination, or after completion of a Data Act exit under 11.5, whichever is later, using the export functionality available in the Software. We then delete it within a further 30 days, including copies contained in backup cycles once the cycle concerned has elapsed, unless a different lawful arrangement is documented in the DPA or Order Form. Legally required retained copies remain protected and are not used for other purposes.
- 11.4 The Client must delete its Software copies after completion of the applicable exit process, except inactive copies retained as legally required or temporarily contained in protected backup cycles. Such copies must not be returned to productive use. On request, the Client confirms the deletion in text form.
- 11.5 Where and to the extent Chapter VI of the EU Data Act applies, the Client may end the affected service and retrieve its data — the Data Act calls this switching. Our part in that process is to make the Appendix C export available, to provide the assistance that Chapter VI makes mandatory, and to complete the switching process within the periods it sets. We do not carry out a migration into another provider's service or into a Client environment, do not configure a target system, and do not owe functional equivalence in another service; the Data Act reserves that obligation for infrastructure services, which this is not. Configuration of a target system and bespoke migration work remain outside 11.5 even during switching; this does not limit the reasonable assistance, business-continuity, information, and security obligations that Chapter VI makes mandatory. Our operation of this process is without prejudice to, and is not an acknowledgment of, the applicability of Chapter VI to the Software or to any particular service or component, and does not extend that Chapter to anything to which it does not apply. Where Chapter VI does not apply, 11.1 to 11.4, 11.6, and 11.7 govern exit.
 - 11.5.1 **Initiation.** The notice period for initiating the switching process is one month, irrespective of the subscription term, any agreed minimum term, and quarterly renewal dates.
 - 11.5.2 **Making the export available.** We make the Appendix C export available without undue delay and in any event within the transitional period of 30 calendar days following the end of the notice period. Where that is technically unfeasible, we notify the Client within the time the Data Act allows, give our reasons, and state an extended period within the limits the Data Act permits.
 - 11.5.3 **Assistance during switching.** Throughout the switching process we provide the reasonable assistance the Data Act requires to the Client and to third parties it authorizes, act with due care to maintain business continuity and the continued provision of the affected services, inform the Client of known risks to continuity, and maintain a high level of security. Appendix C, section C4 describes how we provide that assistance; it does not limit any assistance the Data Act makes mandatory.
 - 11.5.4 **Completion and end of contract.** The affected service contract ends on successful completion of the switching process, and we notify the Client of that completion. Where the Client has requested only the erasure of its data, the contract ends at the end of the notice period.

- 11.5.5 **Retrieval period.** After the switching process is completed, the retrieval period and deletion obligations under 11.3 apply, with the retrieval period running for at least 30 calendar days from that completion.
- 11.5.6 **Charges.** No switching charge applies to this statutory exit. Ordinary service fees remain payable for the services provided until the service contract ends. Where the switch ends the subscription before the end of an agreed minimum term, 7.5 applies.
- 11.6 Exit work beyond 11.2 to 11.5 — additional formats, data mapping or transformation, configuration of a target system, extended parallel operation, or migration consultancy — requires separate agreement and is chargeable at the rate agreed in the Order Form or, absent an agreed rate, at the standard rate under 7.2. Except where the Data Act requires switching to be free of charge, assistance going beyond the export functionality available in the Software is chargeable. We may make chargeable exit assistance conditional on payment of undisputed overdue invoices and on reasonable advance payment.
- 11.7 Except where mandatory law provides otherwise, our exit obligations are conditional on the Client having met its payment obligations under the affected Order Form.

12. Other provisions

- 12.1 Neither party is responsible for delay or non-performance to the extent caused by an exceptional event beyond its reasonable control that reasonable precautions and mitigation could not avoid. Such events include natural disasters, fire, flood, storm, earthquake, epidemic or pandemic and official measures taken in response, war, armed conflict, terrorism, sabotage, civil unrest, strikes and other industrial action, embargoes and sanctions, failure or interruption of public power, telecommunications, or internet infrastructure, region-wide or service-wide outage, degradation, suspension, or discontinuation of a hosting provider, cloud platform, AI model provider, or other essential upstream service, cyber attacks not attributable to a failure of the affected party's agreed security measures, and changes in applicable law, regulation, or official requirements. A supplier failure qualifies where the affected party could not reasonably have substituted around it in the time available; an ordinary staffing shortage and a preventable infrastructure incident within the affected party's own control do not qualify. The affected party must promptly notify the other and minimize the effects. Either party may terminate an affected Order Form if the event prevents material performance for more than 90 consecutive days.
- 12.2 Notices, approvals, consents, and amendments under this agreement may be given by email between the parties' authorized representatives. Email satisfies any requirement of written or text form under this agreement and its appendices, unless mandatory law requires a stricter form. Authorized representatives are the persons named as such in the Order Form; operational, support, and administrative contacts named in the Order Form may give and receive operational notices only and may not amend the agreement. In the absence of any designation of authorized representatives, the signatories of the Order Form are the authorized representatives. An amendment to the fees, the licensed quantity, the subscription or minimum term, the scope of the subscribed functionality, the liability provisions, or an appendix is effective only if it is made between the authorized representatives and expressly identified as an amendment; no such amendment arises from a support ticket, project document, meeting note, or other operational message. A notice takes effect on receipt. Changes to these Terms do not automatically amend existing subscriptions.
- 12.3 Austrian substantive law applies, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. The competent courts in Vienna, Austria, have exclusive jurisdiction.
- 12.4 No waiver. A failure or delay in exercising a right under this agreement is not a waiver of it, and a single or partial exercise does not preclude any further exercise. A waiver is effective only if given by an authorized representative in writing or by email and applies only to the specific instance and purpose for which it was given. Continued performance, acceptance of payment, or tolerance of a deviation does not create a waiver, an amendment, or a practice that varies this agreement.
- 12.5 Severability. If a provision of this agreement is or becomes wholly or partly invalid, unenforceable, or void, the validity of the remaining provisions is unaffected. The parties will replace the affected

provision with a valid provision that comes as close as possible to its economic purpose and to what the parties would reasonably have agreed had they been aware of the defect. The same applies to an omission.

- 12.6 Assignment. We may assign or transfer this agreement or an Order Form, in whole or in part, to an affiliate or in connection with a merger, reorganisation, or sale of all or a substantial part of our business or of the business line to which the agreement relates, and we may subcontract performance subject to Section 9 and the DPA. The Client may not assign or transfer this agreement or an Order Form, or any right under it, without our prior written consent, which we will not unreasonably withhold. If control of the Client passes to a competitor of ours, we may terminate the affected Order Form on one month's written notice.
- 12.7 Survival. Sections 3.7, 3.8, 9.6, 9.7, 10, 11, 12.3, and this Section 12, together with any provision that by its nature is intended to continue, remain in force after expiry or termination. Sections 5 and 7 survive in respect of amounts accrued or falling due before or as a result of termination.
- 12.8 Claims and limitation. A party must notify the other in writing of a claim under this agreement, describing the facts on which it is based, without undue delay after becoming aware of them. Except where mandatory law provides otherwise, a claim for damages under this agreement lapses unless court proceedings are brought within twelve months after the claiming party became aware of both the damage and the person liable, and in any event within three years after the event giving rise to it. Statutory warranty periods and mandatory limitation periods are unaffected.
- 12.9 Governing language. These Terms and their appendices are concluded in English, and the English text governs; any translation is provided for convenience only. The DPA is available in an English version and a German version, and the version the parties sign governs that document. If both language versions of the DPA are signed for the same engagement, the German version governs.

Appendix A — Mimirio-Managed Operations

A1. Managed scope and prerequisites

- A1.1 This Appendix applies only to the components expressly allocated to our operational responsibility in the Order Form.
- A1.2 The Order Form must identify the managed components, Client-controlled dependencies, required access, and responsibility for infrastructure, networking, identity services, external AI services, backups, and recovery.
- A1.3 Our managed responsibility requires the permissions, monitoring access, resources, and authority necessary to perform the agreed operations. Administrator access alone does not establish responsibility for systems outside that scope.
- A1.4 For infrastructure supplied or controlled by the Client, the Client must maintain the agreed resources, accounts, connectivity, and access. Restrictions or changes affecting our ability to operate the service must be coordinated in advance.

A2. Operations and hosting providers

- A2.1 Within the managed scope, we are responsible for routine operation, monitoring, software deployment, updates, incident handling, and the agreed security and backup measures.
- A2.2 Backup scope, frequency, retention, and any recovery targets must be specified in the Order Form. Source-system backups remain the Client's responsibility unless expressly included.
- A2.3 The Order Form identifies the approved hosting provider and hosting region. Signing the Order Form approves that hosting arrangement, subject to applicable DPA requirements. The providers that may be engaged for a deployment, and the certifications and audit reports each of them holds, are set out in the sub-processor annex to the DPA and are updated in accordance with that agreement. Provider or region changes require prior approval or the expressly agreed authorization procedure.
- A2.4 Our use of a hosting provider or subcontractor does not, by itself, remove the associated service from our responsibility.

A3. Availability and maintenance

- A3.1 We will use commercially reasonable efforts to maintain availability. No numerical uptime guarantee applies unless expressly agreed in the Order Form.
- A3.2 A binding availability commitment must identify:
 - A3.2.1 The covered service or components and the measurement point.
 - A3.2.2 The measurement period, availability threshold, and meaning of unavailability.
 - A3.2.3 Permitted maintenance exclusions, including notice and duration limits.
 - A3.2.4 Specifically excluded dependencies or events.
 - A3.2.5 Reporting arrangements and any agreed service-level compensation or other contractual remedies.
- A3.3 We will give reasonable advance notice of planned disruptive maintenance and seek to minimize disruption. Urgent security maintenance may be performed on shorter notice, with prompt communication.
- A3.4 An interruption attributable to a Client-controlled dependency or failure to maintain an agreed prerequisite is excluded from a service-level calculation only to the extent it caused the interruption and the applicable SLA permits that exclusion. We will provide a reasonable explanation and continue performing unaffected obligations.
- A3.5 Loss of required access does not silently or retroactively cancel the entire SLA. The parties must document its effect and agree any necessary operational changes.

Appendix B — Shared Operations

B1. Responsibility allocation

B1.1 This Appendix applies where the Client operates the environment or retains controls that prevent us from assuming the managed responsibility described in Appendix A.

B1.2 Unless the Order Form states otherwise:

Area	Mimirio	Client
Software	Develop, maintain, and remedy defects in our Software.	Use and configure it within the agreed requirements.
Infrastructure	Provide relevant technical requirements and reasonable diagnostic assistance.	Operate hardware or cloud resources, operating systems, networking, firewalls, and capacity.
Updates	Supply supported updates and relevant installation information.	Install updates or provide the access and approval required for us to install them.
Security and access	Secure our Software and our own access methods.	Secure Client-controlled infrastructure, identities, credentials, and permissions.
Backups and recovery	Provide relevant application-specific instructions and agreed assistance.	Perform and verify backups and recovery, unless expressly assigned to us.

B2. Cooperation and changes

B2.1 The parties will nominate operational contacts and agree the permitted support-access method. The Client is not required to grant unrestricted or permanent administrator access unless expressly agreed.

B2.2 Without direct access, support may use approved diagnostic exports, supervised sessions, or Client-executed instructions. The resulting dependencies must be considered when estimating remediation times.

B2.3 The Client must coordinate material infrastructure or configuration changes and maintain the agreed technical prerequisites. We will provide reasonable notice of changes to supported versions and technical requirements.

B2.4 If the Client postpones an update, we will explain any known material consequences. Our obligations are affected only to the extent the postponement causes or prolongs the issue; it does not transfer every risk associated with the Software to the Client.

B3. Incident handling and availability

B3.1 The support categories and initial-response targets in Section 6 apply. No end-to-end availability, performance, or restoration-time guarantee applies unless specifically agreed for a defined scope.

B3.2 Both parties will cooperate in diagnosis and remediation. We remain responsible for defects in our Software; the Client remains responsible for faults in its allocated environment.

B3.3 We will identify required Client actions, information, or access and explain their impact on remediation. Waiting for necessary cooperation may extend dependent investigation or restoration periods, but does not excuse acknowledgment of the incident or work that can reasonably proceed.

B3.4 Uncertainty about the cause of an incident does not justify either party refusing reasonable initial cooperation. Work outside the agreed scope, including diagnosis that establishes a cause in the Client's allocated environment or source systems, is chargeable under 5.3 and 7.2; we will identify such work as chargeable before performing it where reasonably practicable.

Appendix C — Data Export Schedule

C1. Purpose and starting point

- C1.1 This Appendix specifies the exportable data and digital assets, the available formats, and the permitted exclusions for Section 11 and, where it applies, for Chapter VI of the EU Data Act.
- C1.2 The Client's own systems remain the origin and the authoritative copy of the data it makes available to the Software. We do not remove or take custody of that source data; we process copies of it to operate the agreed services. An export under this Appendix therefore returns the working context the Client built in the Software — it is not, and does not need to be, a replacement for the Client's own records.
- C1.3 Where the Client wants a wider export scope, an agreed target format, or a documented migration path, this can be specified in the Order Form.

C2. Exportable data and digital assets

- C2.1 On the Client's request, we provide the following, to the extent the data exists in the Software and is technically separable, in a commonly used, machine-readable format:
 - C2.1.1 **Conversations and requests.** The conversation history created by the Client's users, including prompts, responses, timestamps, and the user or account concerned.
 - C2.1.2 **Assets created in the Software.** Documents, summaries, reports, files, and other outputs generated or uploaded in the course of that use, in their original or an equivalent common format.
 - C2.1.3 **Content entered in the Software.** Records, annotations, and other content the Client or its users created directly in the Software rather than in a source system.
 - C2.1.4 **Configuration and administrative data.** Users, roles, permissions, the definitions of connected sources (excluding credentials and secrets), and the agreed settings, to the extent needed to re-establish a comparable configuration.
 - C2.1.5 **Statistics and reports.** The usage, activity, and evaluation statistics made available to the Client in the Software, in their available granularity.
 - C2.1.6 **Access and audit logs.** Logs relating to the Client's own use, for the retention period agreed or required by law.
- C2.2 Formats: structured data as JSON or CSV; files in their original format where available. On request, we describe the structure of an export so that the Client can process it.
- C2.3 Timing and charges: exports may be requested during the subscription, using self-service functionality where available, and during the retrieval period under Section 11.3. We provide an export without undue delay and use commercially reasonable efforts to do so within 30 calendar days of a written request; where the volume of data, the number of categories requested, or a dependency outside our control makes that impracticable, we inform the Client and agree a reasonable extended period. Exports in connection with a switching request under Chapter VI of the EU Data Act are provided free of charge.

C3. Excluded from export

- C3.1 The following are our or our licensors' intellectual property and trade secrets, and are therefore excluded — consistent with the Data Act, whose definition of exportable data excludes assets protected by intellectual-property rights or constituting trade secrets:
 - C3.1.1 **Linking and graph structures.** The graph and index structures by which the Software connects information across sources, including the graph database, its schema, node and edge structures, internal identifiers, weightings, and derived relationships.
 - C3.1.2 **Retrieval representations.** Vector embeddings, search indices, caches, and other internal representations generated for retrieval and reasoning.
 - C3.1.3 **Models and logic.** Models, model configurations, prompts, pipelines, rules, and evaluation logic.

- C3.1.4 **Software internals.** Source code, internal configuration, infrastructure definitions, and internal operational telemetry.
- C3.1.5 **Third-party and security exclusions.** Data of other clients, and any data whose export would compromise the security of the service or breach an obligation owed to a third party.
- C3.2 These exclusions cover the structures and methods, not the Client's content. Content that is exportable under section C2 remains exportable even where it is also referenced within an excluded structure.
- C3.3 Because the Client's source data remains in the Client's own systems and the content exportable under C2.1 is provided to the Client, these exclusions do not deprive the Client of its own information.

C4. Assistance and limits

- C4.1 We provide the assistance, information, and cooperation reasonably required to carry out an export, including a description of the export structure and the technical contact for questions during the process.
- C4.2 We are not obliged to reproduce the Software's functionality, performance, or internal data organisation in a target environment, nor to convert an export into a third party's data model.
- C4.3 Additional mapping, transformation, or migration work requested by the Client is agreed and charged separately. This does not affect the mandatory free-of-charge switching obligations under Chapter VI of the EU Data Act.