Persistent Flow User Agreement

Version 1.3 | November 2026 | Standard Terms of Service

EFFECTIVE DATE: 10 NOVEMBER 2026

> Agreement between **Persistent Flow AB** (Swedish corporate identity number 559586-0114) and users of its managed memory, context layer, and AI integration services.

1. PARTIES, ACCEPTANCE, AND SCOPE

This User Agreement ("Agreement") is entered into by and between **Persistent Flow AB**, Swedish registration number 559586-0114, Västra Finnbodavägen 9 D, 131 71 Nacka, Sweden ("Persistent Flow", "we", "us"), and the individual or legal entity accepting it ("you", "Customer"). It governs access to and use of the Persistent Flow websites, accounts, applications, APIs, Model Context Protocol (MCP) interfaces, shared workspaces, persistent memory layers, and related services (collectively, the "Service").

By explicitly accepting this Agreement during account registration, checkout, or another clearly designated onboarding workflow, you agree to be bound by these terms. Merely accessing public informational web pages does not create a paid subscription. If you accept this Agreement on behalf of a company, organization, or other legal entity ("Organisation Customer"), you represent and warrant that you possess full legal authority to bind that entity. If you lack such legal authority, you remain personally liable under this Agreement.

In the event of a conflict between this Agreement and a signed enterprise order form, the signed commercial terms govern. Where personal data is processed on behalf of an Organisation Customer, the Data Processing Agreement ("DPA") described in Section 10 governs data protection obligations. A Privacy Policy explains data practices but does not substitute for a statutory DPA. Mandatory statutory rights under applicable consumer protection laws remain unaffected.

2. DEFINITIONS AND ACCOUNT CATEGORIES

"Personal Flow" means an individual user's private context and memory repository intended solely for individual use.

"Workspace" means a shared memory and collaboration space administered with discrete membership, administrative roles, and access boundaries.

"Organisation Customer" means the business, enterprise, or legal entity that subscribes to, pays for, or administers an organizational Workspace.

"Authorised User" means an individual permitted by an Organisation Customer to access a designated Workspace.

"Consumer" means a natural person acting for purposes outside their trade, business, craft, or profession.

"Business Customer" means an Organisation Customer, or any other Customer that is not a Consumer, that uses a paid plan.

"Free Account" means any account or Workspace for which no fees are paid, including free plans, trials, and beta or preview access. **"Paid Account"** means any account or Workspace on a paid plan.

"Customer Content" means prompts, documents, memories, imported communications, uploaded files, notes, decision logs, and contextual data submitted or imported into the Service by you or your Authorised Users, excluding Persistent Flow software, models, and aggregated service analytics.

"Generated Output" means summaries, recalled facts, context graphs, proposed decisions, meeting notes, synthetic personas or "Soul" profiles, and responses generated by AI models operating within or via the Service.

"External Service" means third-party AI models (e.g., Anthropic, OpenAI), including AI model providers that you access with your own account or API key, MCP host applications, client tools (e.g., Cursor, Slack, Salesforce), authentication providers, or customer-hosted agents integrated with the Service.

"Order" means the commercial subscription plan, billing frequency, seat count, and associated parameters agreed upon at checkout or via an executed order schedule.

3. ELIGIBILITY AND LEGAL CAPACITY

The Service is not intended for children under 16 years of age. Individuals under 16 may only access the Service within an authorized, supervised educational deployment governed by a separate written institutional agreement ensuring guardian or school consent. Users aged 16 or 17 must possess parental or guardian consent where required by applicable local law.

You must maintain accurate, complete, and updated registration and billing details. We reserve the right to seek reasonable identity verification before executing ownership transfers, privileged administrative requests, or account recovery procedures.

4. SERVICE DESCRIPTION AND TIER COMMITMENTS

Persistent Flow provides a managed memory and context orchestration platform across multiple AI tools, offering source-based recall, personal context layers, multi-user workspaces, provenance tracking, and agent integration interfaces. Features, API rate limits, seat allowances, retention schedules, and support levels vary by plan (e.g., Free, Solo, Team, Enterprise) and are governed by your accepted Order. Feature overviews in public marketing materials are informational and do not form binding service warranties.

Unless expressly included in a signed Enterprise Order, Persistent Flow does not include third-party subscriptions, API allowances, or seat licenses for External Services such as OpenAI, Anthropic, or external agent environments.

5. EARLY ACCESS PHASE AND USE AT YOUR OWN RISK

Persistent Flow is a young company, and the Service is currently provided in an early access phase. Security and data ownership are the foundation of everything we build. You own your data, and we work continuously to make the Service as safe and reliable as we reasonably can. Our security measures, certifications, and insurance coverage will expand as the company and the Service grow.

During the early access phase, the Service is provided "as is" and "as available". To the maximum extent permitted by applicable law, you use the Service at your own risk, and Persistent Flow does not warrant that the Service will be uninterrupted, error-free, or free from data loss or security incidents. You are responsible for keeping your own copies of important Customer Content, and the export functions described in Section 19 are available for this purpose.

Nothing in this section limits liability that cannot be limited under applicable law, including liability for intentional misconduct or gross negligence, or the mandatory rights of Consumers.

6. ACCESS CONTROL AND SECURITY CREDENTIALS

You are responsible for safeguarding your login credentials, API keys, authentication tokens, and invite links. Sharing individual credentials across multiple people is prohibited. Promptly notify security@persistentflow.com if you suspect unauthorized access or credential compromise.

Access controls are enforced at the Workspace level. Labels, contextual tags, or search views inside a Workspace operate as metadata groupings, not strict permission boundaries. Workspaces must be separated when legal or organizational data isolation is required.

7. PERSONAL FLOWS AND ORGANISATION WORKSPACES

Data maintained in a Personal Flow remains tied to that individual account. Customer Content contributed to an organizational Workspace forms part of the collective business record of the Organisation Customer. A member's departure or removal does not mandate the deletion of legitimate historical contributions made within the shared Workspace scope. Users are responsible for confirming their active scope (Personal Flow vs. specific Workspace) prior to saving records, especially when utilizing MCP-connected tools that maintain persistent context.

8. COMMUNAL WORKSPACES AND CONTENT GOVERNANCE

In communal or multi-tenant collaborative spaces, Persistent Flow or appointed workspace administrators may screen, review, or moderate contributions. We make no warranty that all shared entries are verified or accurate. Where content violates this Agreement or applicable law, we may restrict or remove it. Where legally required (including under the EU Digital Services Act), we provide an affected user with reasons for restriction and an avenue to appeal via legal@persistentflow.com.

Notice of alleged illegal content within communal spaces should be directed to legal@persistentflow.com, providing the exact record identifier, factual grounds, and relevant legal basis.

9. CUSTOMER CONTENT, OWNERSHIP, AND GENERATED OUTPUT

Customer Content Ownership: As between the parties, Customer (or its licensors) retains all right, title, and interest, including intellectual property rights, in and to Customer Content.

Generated Output Ownership: As between the parties, and to the fullest extent permitted by applicable law, Customer owns all right, title, and interest in and to the Generated Output derived from Customer Content. Persistent Flow hereby assigns to Customer (or where assignment is not legally permitted, grants an exclusive, perpetual, worldwide, transferable license to) any intellectual property rights Persistent Flow may acquire in such Generated Output.

Service License: Customer grants Persistent Flow a non-exclusive, worldwide, royalty-free, limited license to host, process, reproduce, parse, index, and display Customer Content and Generated Output solely to provide, support, secure, and maintain the Service, to comply with applicable law, and to carry out instructions under an agreed DPA.

No General AI Model Training: Persistent Flow does not use Customer Content or Generated Output to train general-purpose foundational models without affirmative, explicit written consent.

10. PRIVACY, ROLES, AND DATA PROCESSING

Persistent Flow acts as an independent data controller for account management, billing, security logging, and direct user communications, as detailed in our Privacy Policy. When processing personal data within an Organisation Customer's Workspace on behalf of the Organisation Customer, Persistent Flow acts as a data processor pursuant to Article 28 GDPR. Organisation Customers remain the data controllers responsible for establishing a lawful basis for all submitted personal data.

Data Processing Agreement: For Organisation Customers, the Persistent Flow Data Processing Agreement available at [https://www.persistentflow.com/dpa] is incorporated into this Agreement by reference and is accepted together with this Agreement, unless the Organisation Customer and Persistent Flow have signed a separate DPA, in which case the signed DPA applies.

Sub-processors: Persistent Flow uses sub-processors to provide the Service. The current list of sub-processors is maintained at [https://www.persistentflow.com/subprocessors], and changes are notified as described in the DPA.

11. SECURITY ARCHITECTURE AND HOSTING BOUNDARIES

Security is foundational to the Service, and we use technical and organisational measures designed to protect Customer Content. Memory bodies are designed to be encrypted at rest using tenant-specific cryptographic keys. Search indices, entity graphs, and metadata may use distinct indexing safeguards to allow contextual recall. Core primary storage is intended to be hosted in Sweden. Default model inference provided by Persistent Flow is intended to take place within the EU/EEA, with the aim of keeping it in Sweden, also if the inference provider is replaced. However, selected authentication, telemetry, and integration providers may process limited metadata in other jurisdictions, and Sweden-based storage is not a guarantee that all downstream network metadata remains exclusively inside the EEA when external integrations are enabled.

We aim to maintain and improve these measures over time, and they may change as the Service develops, provided the overall level of protection is not materially reduced. This section is subject to Section 5. Customers are responsible for verifying that the technical specifications of the Service align with their internal security policies and regulatory duties.

12. SENSITIVE DATA AND SECTORAL RESTRICTIONS

The Service is not configured, certified, or intended for use as a regulated medical records repository, financial advisory execution tool, life-safety system, or for processing classified government data. Processing of special category personal data (Article 9 GDPR) requires prior verification by Customer that appropriate technical controls, contractual DPAs, and safeguards are in place.

13. EXTERNAL SERVICES AND THIRD-PARTY INTEGRATIONS

Enabling connections to external LLM providers, developer tools, or CRMs via MCP or APIs constitutes an instruction to transmit relevant data to those providers. Where you use your own account with an AI model provider (for example OpenAI, Anthropic, or European providers such as Grunden AI or evroc), that provider is an External Service that processes data under your own terms with it, and not a sub-processor of Persistent Flow. Persistent Flow exercises no control over, and assumes no liability for, the security, model training policies, retention schedules, availability, or pricing of independent External Services.

14. AI-GENERATED OUTPUT DISCLAIMERS AND HUMAN REVIEW

AI-generated records, knowledge graph assertions, meeting minutes, and synthetic personas are computational approximations and may contain errors, fabrications, or biases. Decision records, workflow proposals, or agent-initiated tasks generated by the Service do not constitute verified corporate or legal decisions until approved by authorized human personnel. Customer must verify Generated Output prior to relying on it for consequential commercial, legal, medical, or financial matters.

15. ACCEPTABLE USE

You agree not to use the Service to: (a) violate any statutory law, intellectual property right, or privacy regulation; (b) distribute malicious code, automated scrapers, or attempt to circumvent authentication boundaries and plan limits; (c) generate deceptive, defamatory, or fraudulent representations disguised as authenticated individual statements; or (d) extract or reverse-engineer the underlying software architecture, proprietary embeddings, or non-public interfaces of the Service.

16. FEES, SUBSCRIPTIONS, AND BILLING

All paid plans specify fees, seat counts, billing cycles, taxes, and renewal parameters clearly at checkout. Prices stated exclusive of VAT are subject to applicable taxes. Subscriptions renew automatically for consecutive billing terms unless cancelled prior to the renewal date via account settings or written notification. Cancellation terminates recurring charges; access remains functional through the end of the paid billing period.

Refunds: Fees are non-refundable, except as expressly stated in this Agreement or where a refund is required by applicable law.

Late Payment: If fees are not paid when due, Persistent Flow may, after a written reminder giving you a reasonable time to pay, suspend or limit access to paid features until payment is received. Business Customers are liable for statutory late payment interest under the Swedish Interest Act (räntelagen, 1975:635) on overdue amounts. For Consumers, late payment consequences apply only as permitted by applicable consumer law.

Price Changes: Persistent Flow may change the fees for a plan by giving at least thirty (30) days' notice before the change applies. New prices take effect from the next billing period after the notice period. If you do not accept a price change, you may cancel your subscription before the new price applies, and you will not be charged the new price.

17. CONSUMER STATUTORY RIGHTS AND WITHDRAWAL

This section applies exclusively to Consumers. Under Swedish and EU distance-selling legislation, Consumers are entitled to withdraw from a paid contract within 14 calendar days from conclusion without stating a reason. Consumers may execute withdrawal using the online withdrawal interface in the account dashboard or by submitting an unambiguous declaration to legal@persistentflow.com.

If a Consumer asks for the paid Service to start immediately, within the withdrawal period, the Consumer expressly requests this and acknowledges that, if they then withdraw, they must pay a proportionate amount for the Service provided up to the time they notify Persistent Flow of the withdrawal. Nothing in this Agreement diminishes mandatory consumer rights regarding defective digital services, non-conformity, or termination under applicable consumer legislation.

18. SERVICE AVAILABILITY, MAINTENANCE, AND MODIFICATIONS

Subject to Section 5, we supply the Service using reasonable skill, care, and professional industry standards. Scheduled maintenance and unavoidable third-party network interruptions may occur. We reserve the right to alter, update, or deprecate non-core features to enhance security or respond to regulatory requirements. Substantial modifications that adversely affect paid core functionality will be announced with at least 30 days' advance notice, except in urgent security emergencies. Discontinuation of the Service or of a plan is governed by Section 21.

19. SCOPE RETENTION, SWITCHING, AND ERASURE

Retiring an individual record excludes it from active recall while retaining necessary audit trails; archiving suspends a Workspace reversibly; complete account erasure terminates the entire data scope. Requests for irreversible deletion or legal scope erasure must be submitted via an authenticated administrative request to hello@persistentflow.com. Self-service irreversible deletion is not supported in the user interface at this time. Verified requests will be executed in accordance with applicable data protection requirements, mandatory retention obligations, and cryptographic erasure protocols.

In compliance with Chapter VI of the EU Data Act (Regulation (EU) 2023/2854), customers may switch to another provider or export data to on-premises systems. Persistent Flow will initiate the transition process following receipt of notice, maintain service continuity as legally required, and allow a retrieval window of at least 30 calendar days

following transition completion before data is permanently purged. Exportable digital assets include submitted text, metadata, tags, graph links, versioned decisions, and generated results in structured machine-readable formats (JSON, CSV, PDF). Data switching assistance and exports are provided without switching charges.

20. SUSPENSION AND TERMINATION

Free Accounts may be terminated by either party at any time. Where possible, Persistent Flow will give reasonable notice before terminating a Free Account, so that you have an opportunity to export your Customer Content. Paid Accounts may be cancelled in accordance with Section 16.

Persistent Flow may suspend or limit access where reasonably justified to prevent active security incidents, mitigate unlawful activity, or enforce remediation of a material breach following written notice, unless urgent action is necessary to prevent immediate harm. Rights to export records under Section 19 survive termination for the duration of statutory switching and retrieval periods.

21. DISCONTINUATION OF THE SERVICE

Persistent Flow may discontinue the Service, or any plan or part of the Service, in whole or in part, by giving at least thirty (30) days' notice. A shorter notice period may only be used where this is unavoidable for legal reasons, or for financial reasons beyond Persistent Flow's reasonable control. The notice will state the date on which the Service, plan, or part will end (the "End Date").

Your Data: You may export your Customer Content and Generated Output using the export functions described in Section 19 until the End Date and during the retrieval window that follows it under Section 19 or applicable law. After that period, your data will be deleted, except where retention is required by law. The right to export your data is the main remedy available to you upon discontinuation.

Free Accounts: No compensation, damages, refunds, or fees of any kind are payable to users of Free Accounts as a result of discontinuation.

Paid Accounts: Paying Customers will receive a pro-rata refund of any fees already paid for the unused part of the billing period after the End Date. To the maximum extent permitted by applicable law, no other compensation, damages, or fees are payable as a result of discontinuation. Nothing in this section limits the mandatory rights of Consumers.

22. ASSIGNMENT, CHANGE OF CONTROL, AND INSOLVENCY

Assignment by Persistent Flow: Persistent Flow may assign or transfer this Agreement and all subscriptions, in whole or in part, without your consent, to an affiliate or to a successor in connection with a merger, acquisition, sale of all or substantially all of its assets, or reorganisation. In that case, your subscription continues with the new owner on the same terms. You will be notified of the transfer, and the data protection commitments in this Agreement and in any applicable DPA transfer together with your data. If you are a Consumer and the transfer materially weakens your position, you may terminate your subscription before the transfer takes effect.

Assignment by Customer: You may not assign or transfer this Agreement, or any rights or obligations under it, without Persistent Flow's prior written consent.

Insolvency and Winding Down: If Persistent Flow is declared bankrupt (konkurs), enters liquidation (likvidation), or its business is otherwise wound down, Persistent Flow or, to the extent permitted by Swedish law, its bankruptcy estate or liquidator may terminate all agreements for the Service. Where practically possible, users will be given an opportunity to export their data before the Service is shut down. No compensation is payable beyond any mandatory refund of prepaid fees for unused periods, and any such refund claim is handled in accordance with applicable insolvency law. This section does not limit any rights that a bankruptcy estate, liquidator, or administrator has under mandatory Swedish law, and it shall be applied to the extent it is compatible with such law.

23. INTELLECTUAL PROPERTY RIGHTS IN THE SERVICE

Persistent Flow and its licensors retain all right, title, and intellectual property rights in and to the platform software, APIs, graphical user interfaces, algorithms, and documentation. Persistent Flow grants the Customer a non-exclusive, non-transferable, revocable license to access and use the Service during the applicable subscription term strictly in accordance with this Agreement.

24. CONFIDENTIALITY

Each party may receive non-public information from the other party that is marked as confidential or that should reasonably be understood to be confidential ("Confidential Information"). Customer Content is treated as Customer's Confidential Information. The receiving party will use Confidential Information only to perform or exercise its rights under this Agreement, will protect it with at least reasonable care, and will not disclose it to anyone except its employees, contractors, advisors, and sub-processors who need to know it and are bound by similar confidentiality obligations.

These obligations do not apply to information that is or becomes public through no fault of the receiving party, was lawfully known to the receiving party before disclosure, is lawfully received from a third party without a duty of confidentiality, or is independently developed. A party may disclose Confidential Information where required by law or by a court or authority, giving the other party notice where legally permitted. These obligations survive termination of this Agreement for three (3) years, and for as long as the information remains a trade secret.

25. LIABILITY FOR FREE ACCOUNTS

This section applies to all use of Free Accounts. Because Free Accounts are provided without charge, Persistent Flow has no liability for any damages or losses arising out of or related to the use of a Free Account, to the extent permitted by applicable law. This does not apply to liability that cannot be limited or excluded under applicable law, including liability for intentional misconduct or gross negligence, or the mandatory rights of Consumers.

26. LIABILITY TOWARDS PAYING CONSUMERS

This section applies to Consumers with a Paid Account. Except where mandatory law provides otherwise, Persistent Flow's total liability towards a Consumer arising out of or related to this Agreement is limited to the fees paid by the Consumer in the twelve (12) months preceding the event giving rise to the claim, and Persistent Flow is not liable for indirect losses, such as lost profits or loss of data that could have been avoided by keeping copies. These limitations do not apply to liability for intentional misconduct or gross negligence, or where they would restrict the mandatory rights of Consumers under applicable consumer protection law.

27. BUSINESS WARRANTIES AND LIMITATION OF LIABILITY

This section applies solely to Business Customers, not Consumers. Free Accounts used by organisations are governed by Section 25.

Subject to Section 5, Persistent Flow warrants that it will deliver the Service with reasonable skill and care and substantially in accordance with current technical documentation. Except as expressly set forth herein or in a binding Service Level Agreement (SLA), all non-mandatory statutory warranties and fitness for a particular purpose are disclaimed to the maximum extent permitted by law.

To the maximum extent permitted by law, Persistent Flow's aggregate liability arising out of or related to this Agreement in any twelve (12) month period shall be limited to the lesser of: (a) the total fees paid or payable by Customer under the applicable Order in the twelve (12) months preceding the incident; or (b) EUR 5,000. Persistent

Flow shall not be liable for indirect, incidental, special, or consequential losses, including lost profits, loss of goodwill, loss of data, or business interruption. These limitations do not apply to liability resulting from intentional misconduct or gross negligence (grov vårdslöshet).

28. CONSUMER DISPUTES AND COMPLAINT RESOLUTION

This section applies exclusively to Consumers. In the event of a dispute, Consumers are encouraged to contact legal@persistentflow.com for an amicable resolution. If an issue cannot be resolved directly, Swedish consumers may submit complaints to the Swedish National Board for Consumer Disputes: Allmänna reklamationsnämnden (ARN), www.arn.se, Box 174, 101 23 Stockholm. Consumers retain the unqualified right to bring legal claims before the competent courts of their country of habitual residence.

29. INDEMNIFICATION BY CUSTOMER

This section applies solely to Business Customers, not Consumers.

Customer shall defend, indemnify, and hold harmless Persistent Flow against any third-party claim, damages, or costs awarded by a court of competent jurisdiction arising out of an allegation that Customer Content submitted to the Service infringes or misappropriates such third party's intellectual property rights or trade secrets, provided such claim does not arise from Persistent Flow's own breach or unauthorized system modification.

Customer's obligations are conditioned upon Persistent Flow providing prompt written notice of the claim, granting Customer control of the defense and settlement, and providing reasonable cooperation at Customer's expense. Persistent Flow does not provide any intellectual property indemnity to Customer.

30. FORCE MAJEURE

Neither party is liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) to the extent caused by circumstances beyond its reasonable control, such as natural disasters, fire, flood, war, terrorism, riots, epidemics, actions by authorities, labour disputes, large-scale cyberattacks, or failures of power, telecommunications, hosting, or third-party AI model providers. The affected party will notify the other party without undue delay and resume performance as soon as reasonably possible. If such a circumstance continues for more than sixty (60) days, either party may terminate the affected subscription by written notice.

31. CONTRACTUAL AMENDMENTS AND COMMUNICATION

We may revise this Agreement from time to time. Material changes will be communicated via email or prominent system notification at least thirty (30) calendar days prior to their effective date. If a Customer does not agree to a material unilateral change, the Customer retains the right to terminate the subscription prior to the effective date without penalty. Continued use following the effective date constitutes acceptance of the amended terms.

32. NOTICES

Persistent Flow may give notices under this Agreement by email to the email address registered for your account, or by prominent notification in the Service. Notices by email are considered received when sent, unless we receive a notice that the email could not be delivered. You are responsible for keeping your account email address up to date. You may give notices to Persistent Flow by email to legal@persistentflow.com, or by post to the address in Section 35.

33. ENTIRE AGREEMENT

This Agreement, together with any applicable Order, the DPA where applicable, and any documents expressly referred to in this Agreement, constitutes the entire agreement between the parties regarding the Service and replaces all prior agreements, proposals, and statements on the same subject. In the event of a conflict, a signed enterprise order form prevails over this Agreement, and the DPA prevails over this Agreement in matters of personal data processing. Terms in a Customer's purchase order or similar document do not apply, even if accepted or acknowledged.

34. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by and construed in accordance with the substantive laws of Sweden, without regard to conflict of law principles. Mandatory local consumer protection laws remain applicable to Consumers. For business customers and organizations, any dispute, controversy, or claim arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Stockholm District Court (Stockholms tingsrätt) as the court of first instance. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

35. COMPANY DETAILS AND OFFICIAL CHANNELS

Persistent Flow AB | Reg. No: 559586-0114 | Västra Finnbodavägen 9 D, 131 71 Nacka, Sweden

Legal notices: legal@persistentflow.com | Security: security@persistentflow.com | Erasure & Admin: hello@persistentflow.com | Web: https://www.persistentflow.com