

## CUSTOMER INFORMATION

# If UMELLE Disappears Tomorrow

*What happens to your documents, your AI, and your firm's workflows if we go away — and why the answer is, in every scenario, not much.*

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### **For**

Managing partners, general counsel, and others making the final decision to adopt Librarian for their firm.

### **Purpose**

To answer the question every responsible buyer asks about a small vendor — *"what happens if they go away?"* — with specific, scenario-based commitments rather than reassurance.

*This document is designed to be readable by both human reviewers and AI assistants. You're welcome to share it with AI tools for summary, analysis, or question-answering during your evaluation.*

## The short version

Librarian is designed so that the answer to "*what happens if the vendor disappears?*" is: **not much happens to you.**

The documents your firm processes through Librarian live on your firm's own machines. The AI that reads them runs on your firm's own hardware. The custom models you train (via the optional FORGE feature) are files you own and can use in any compatible environment. UMELLE — the company that makes Librarian — never holds copies of any of this.

When a cloud-based legal AI vendor disappears, their customers' data and workflows disappear with them. When an on-premises vendor like UMELLE disappears, the customer's data and workflows do not depend on the vendor's continued existence. That's the structural point. The specifics below are what that means in each plausible scenario.

## Where your assets live

*Figure 1 · UMELLE has no technical ability to access your firm's data*

The only data UMELLE holds about your firm is administrative: the records needed to issue and validate your license, process billing, and comply with data protection law.

# Six scenarios and what happens in each

## Scenario 1 · You cancel your subscription

- Your software continues to work through the end of your current paid period.
- After that, the application enters a 30-day offline grace window and continues to function normally.
- After 30 days offline, the application declines to launch until a valid license is restored — but all your documents, databases, indexes, chat history, and trained models remain intact on your machines.
- You can export your data at any time using standard database tools. Your FORGE-trained models are standard GGUF files usable in any compatible environment.

## Scenario 2 · UMELLE raises prices and you choose not to renew

Same as Scenario 1. Cancellation is cancellation, regardless of reason.

## Scenario 3 · UMELLE stops responding to support

- Your software continues to work. Support is a service; software continuity is not dependent on it.
- The 30-day offline grace window applies if license validation also fails.
- You can continue using the product with whatever version you have installed.

## Scenario 4 · UMELLE is acquired

- Existing licenses continue through their paid period regardless of the acquisition.
- UMELLE commits to a **minimum of 6 months' notice** to existing paying customers before any material change to the product, pricing, or support model under new ownership.
- During that 6-month window, data export and migration documentation is provided to affected customers. Your data and models remain fully under your control throughout.
- Your locally installed product version does not stop working because of an acquisition. The 30-day offline grace window continues to apply independently of the acquirer's decisions.

### Scenario 5 · UMELLE ceases operations (bankruptcy, dissolution, or voluntary shutdown)

- Your software continues to function for the remainder of your paid subscription period, plus the 30-day offline grace window. The grace window is enforced locally by the Launcher, not by UMELLE's servers.
- Your documents, databases, indexes, chat history, and trained models remain on your machines permanently. Nothing is "revoked" or "deactivated" on your end.
- Your FORGE-trained models continue to work in any compatible environment indefinitely.
- Support and updates end, but the product in the state you have it remains functional.

### Scenario 6 · A subpoena or legal order is served on UMELLE for your data

UMELLE cannot produce your documents, queries, chat history, or trained models in response to a subpoena, because UMELLE does not have them. The only data UMELLE could produce is administrative: your license record, your billing history, and your consent records. No data about the content of your firm's use of the product exists on UMELLE's systems.

**This is a structural property, not a promise. UMELLE cannot disclose what UMELLE does not have.**

## What persists regardless of scenario

*Figure 2 · In every scenario, your assets remain on your hardware, under your control*

In every scenario above, the following remain unchanged and fully under your control:

- Every document your firm has uploaded to Librarian, stored as regular files on your hardware
- Every chat, query, and AI-generated response your users have created
- Every index and embedding the system has built
- Every custom model trained via FORGE, exportable as standard GGUF files
- Your user accounts, roles, and settings within your Librarian installation

Continued use of the Librarian application beyond the grace window is dependent on an active license.

**Continued access to your data is not.**

# How this compares to cloud legal AI

	Librarian	Cloud-based legal AI
<b>Where your documents live</b>	Your machines	Vendor servers
<b>If the vendor disappears</b>	You keep everything, keep running for 30+ days	Service goes offline, data access uncertain
<b>If the vendor is subpoenaed</b>	Nothing about your firm is disclosed	Vendor responds with your data
<b>If you cancel</b>	30-day grace period, then data remains with you	Access typically terminated, export window varies
<b>Custom-trained models</b>	Standard files you own, usable elsewhere	Proprietary to vendor, typically not portable

The point of this comparison is not that cloud vendors are careless — responsible cloud vendors have thoughtful contingency plans. The point is that for a responsible firm, *structural* protections are stronger than *contractual* protections. A contract promising data preservation can only be as reliable as the vendor enforcing it. Data physically residing on your hardware is reliable regardless of any vendor's continued existence or cooperation.

## Our commitments, summarized

1. Your documents, indexes, chat history, and trained models will not be affected by anything UMELLE does or fails to do.
2. In the event UMELLE is acquired, existing customers receive a minimum of 6 months' notice before any material change to the product.
3. The 30-day offline grace window is enforced by software installed on your machines, not by UMELLE's continued availability.
4. UMELLE never receives, processes, or stores copies of your documents, queries, AI outputs, or FORGE-trained models. This is a structural property of the product, not a contractual promise.

These commitments are architectural first and contractual second. The software has been designed such that all four would be true even without being stated, because they follow from where the data physically lives.

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