

Meko by YugabyteDB: Early Access Terms

Last Updated: May 2026

These Early Access Terms (“Early Access Terms”) govern your access to and use of Meko by YugabyteDB (“Meko”), a cloud-based data infrastructure platform for AI agents, during the Early Access Program. These Early Access Terms form a binding agreement between YugabyteDB, Inc., a Delaware corporation (“YugabyteDB,” “we,” or “us”), and the entity or person accessing or using Meko (“Customer” or “you”). By requesting access to, accessing, or using Meko, you agree to be bound by these Early Access Terms. If you are accepting on behalf of a company or other legal entity, you represent that you have the authority to bind that entity. If you have a signed Master Terms and Conditions or other written agreement with YugabyteDB (an “Existing Agreement”), Meko is provided as a Beta Offering and Free Tier Service under these Early Access Terms and not that Existing Agreement.

1. EARLY ACCESS PROGRAM

- 1.1. **Meko.** Meko is a cloud-based, serverless data infrastructure platform for AI agents that provides collective memory, shared knowledge, decision tracing, and agent-native primitives through API and MCP endpoint access (“Meko Platform”).

- 1.2. Early Access.** Meko is provided during the Early Access Program as a Beta Offering on a no-charge, evaluation basis. The Early Access Program begins on the date YugabyteDB grants you access and continues until YugabyteDB transitions Meko to general availability, terminates the Early Access Program, or terminates your access, whichever occurs first.
- 1.3. No Production Use.** During the Early Access Program, Meko is intended for evaluation, testing, and development purposes only. Customer shall not use Meko for production workloads or rely on Meko for business-critical operations.
- 1.4. AS-IS.** MEKO IS PROVIDED DURING THE EARLY ACCESS PROGRAM ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT COMMITMENT, SERVICE LEVEL AGREEMENT, OR UPTIME GUARANTEE OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. YUGABYTEDB DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. YUGABYTEDB MAY MODIFY, SUSPEND, LIMIT, OR DISCONTINUE MEKO (OR ANY FEATURE THEREOF) AT ANY TIME WITHOUT NOTICE OR LIABILITY.
- 1.5. Usage Limits.** YugabyteDB may, in its sole discretion, impose or modify limits on Customer's use of Meko, including limits on API call volume, storage capacity, number of agents, data throughput, or other usage metrics. YugabyteDB will use reasonable efforts to notify Customer before imposing material new limits but is not required to do so. Customer's continued use of Meko after any limit is imposed constitutes acceptance of such limit.

2. ACCESS AND RESTRICTIONS

- 2.1. Access Grant.** Subject to these Early Access Terms, YugabyteDB grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use Meko during the Early Access Program solely for Customer's internal evaluation purposes in accordance with any applicable documentation available at [https://mekodata.ai/early-access-terms-of-service/](#).
- 2.2. General Restrictions.** Customer shall not, and shall not permit any third party to: (a) sell, resell, license, sublicense, distribute, or otherwise make Meko available to any third party; (b) use Meko to develop or provide any

product or service that is competitive with Meko or any YugabyteDB product; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying architecture of Meko; (d) remove or alter any proprietary notices or markings; (e) circumvent any security measures, usage limits, or access controls; (f) use Meko in a manner that violates any applicable law or third-party rights; or (g) use Meko in any manner that exceeds the scope of the access grant in Section 2.1.

- 2.3. Benchmarking.** Customer shall not conduct any performance testing, benchmarking, or comparative analysis of Meko for public or third-party disclosure without YugabyteDB's prior written consent. Customer may conduct such testing solely for its own internal evaluation purposes. This restriction survives termination or expiration of these Early Access Terms.

3. AI-SPECIFIC USE RESTRICTIONS

Customer's use of Meko is subject to the following additional restrictions.

Customer shall not, and shall not permit any agent, application, or end user to:

- 3.1.** use Meko to store, process, or transmit (i) protected health information subject to HIPAA, (ii) payment card information subject to PCI-DSS, (iii) data subject to export control laws, (iv) any personally identifiable information; or (v) any category of data for which applicable law would require the parties to enter into a separate agreement;
- 3.2.** use Meko to build, train, or operate AI agents that make autonomous decisions in high-risk domains (including medical diagnosis, legal adjudication, financial trading, critical infrastructure control, weapons systems, or surveillance) without appropriate human oversight;
- 3.3.** use Meko to generate, store, or disseminate content that is harmful, deceptive, defamatory, or that facilitates illegal activity;
- 3.4.** use Meko to circumvent safety mechanisms, guardrails, or content policies of any integrated AI model or framework;
- 3.5.** introduce into Meko any data or instructions designed to manipulate, corrupt, or exploit agent memory, shared knowledge, or decision trace functionality; or

- 3.6. represent to any third party that outputs generated by AI agents using Meko are human-generated, where such representation would be misleading or deceptive.

4. DATA OWNERSHIP AND HANDLING

- 4.1. **Customer Data.** As between the parties, Customer retains all right, title, and interest in and to all data, content, and materials that Customer (or its agents, applications, or end users) inputs into, stores in, or transmits through Meko, including: (a) agent memory data (conversation histories, session data, and per-agent memory); and (b) knowledge base content (documents, data, and other materials uploaded or ingested by Customer) (collectively, "Customer Data"). Customer grants YugabyteDB a non-exclusive, royalty-free right to use, store, process, and transmit Customer Data to provide Meko to Customer.
- 4.2. **Trace Data.** Meko generates audit logs of agent actions, retrievals, memory updates, and knowledge-sharing events ("Trace Data"). YugabyteDB may choose to make Trace Data available to Customer through the Meko console during the Early Access Program for informational purposes. Trace Data is provided on an "AS IS" basis without any warranty as to completeness, accuracy, or fitness for any particular regulatory or compliance purpose. YugabyteDB has no obligation to retain Trace Data following termination of Customer's access to Meko. For clarity, Trace Data is not Customer Data and data protection, retention, and deletion obligations applicable to Customer Data do not apply to Trace Data. YugabyteDB will not use Trace Data in a manner that derives its value from the unique aspects of Customer's agent configurations, knowledge structures, or decision-making patterns. Upon termination, YugabyteDB may delete all Trace Data associated with Customer's account without further obligation. Customer is solely responsible for exporting any Trace Data it wishes to retain prior to termination of access.
- 4.3. **Platform Learnings.** YugabyteDB may create and use de-identified and aggregated data derived from Customer's use of Meko that does not identify any individual, or any specific Customer Data ("Platform Learnings"). Platform Learnings may include usage patterns, performance metrics, and aggregated behavioral signals. YugabyteDB

owns all Platform Learnings and may use them to improve Meko and YugabyteDB's other products and services.

- 4.4. Data Retention and Deletion.** Upon termination of Customer's access to Meko, YugabyteDB will use commercially reasonable efforts to make Customer Data available for export for a period of fifteen (15) days following termination, after which YugabyteDB may delete all Customer Data without further obligation. In the event YugabyteDB discontinues the Early Access Program entirely, YugabyteDB will provide at least fifteen (15) days' advance notice to allow Customer to export Customer Data prior to discontinuation, after which YugabyteDB may delete all Customer Data without further obligation. Customer is solely responsible for exporting Customer Data prior to termination.

5. THIRD-PARTY AI FRAMEWORKS

- 5.1. Integrations.** Meko is designed to integrate with third-party AI frameworks and models, including (without limitation) Claude (Anthropic), Cursor, Codex (OpenAI), CrewAI, LangChain, and OpenAI Agents SDK ("Third-Party AI Services"). Customer's use of any Third-Party AI Service is governed by the applicable third party's terms and conditions.
- 5.2. NO WARRANTY.** YUGABYTEDB DOES NOT CONTROL, AND IS NOT RESPONSIBLE FOR, THE OUTPUTS, ACCURACY, RELIABILITY, AVAILABILITY, OR PERFORMANCE OF ANY THIRD-PARTY AI SERVICE. YUGABYTEDB MAKES NO WARRANTY REGARDING THE BEHAVIOR, DECISIONS, OR OUTPUTS OF AI AGENTS OPERATING THROUGH MEKO, INCLUDING ANY AGENT ACTIONS TAKEN BASED ON MEMORY, KNOWLEDGE, OR DECISION TRACES STORED IN MEKO. CUSTOMER IS SOLELY RESPONSIBLE FOR EVALUATING AND VALIDATING ALL AGENT OUTPUTS AND DECISIONS.

6. FEEDBACK AND USAGE DATA

- 6.1. Feedback.** If Customer provides YugabyteDB with any suggestions, ideas, enhancement requests, or other feedback regarding Meko ("Feedback"), Customer hereby assigns to YugabyteDB all right, title, and interest in and to such Feedback, including all intellectual property rights therein. To the extent any such assignment is not enforceable under

applicable law, Customer grants YugabyteDB a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, sublicensable license to use, reproduce, modify, create derivative works from, distribute, and otherwise exploit such Feedback for any purpose, without attribution or compensation. Customer waives, and agrees not to assert, any moral rights or similar rights in any Feedback. Feedback is deemed YugabyteDB's Confidential Information.

- 6.2. Usage Data.** YugabyteDB may collect technical and usage data related to Customer's use of Meko, including API call volumes, latency metrics, error rates, feature utilization, and system performance data ("Usage Data"). YugabyteDB may use Usage Data to operate, maintain, improve, and develop Meko and other YugabyteDB products and services.

7. INTELLECTUAL PROPERTY

- 7.1. YugabyteDB Ownership.** YugabyteDB retains all right, title, and interest in and to Meko, including all underlying technology, software, APIs, MCP endpoints, algorithms, models, documentation, and all related intellectual property rights. No rights are granted to Customer except the limited access right in Section 2.1.
- 7.2. Customer Ownership.** Customer retains all right, title, and interest in and to Customer Data as set forth in Section 4.1. Nothing in these Early Access Terms transfers ownership of Customer Data to YugabyteDB.

8. LIMITATION OF LIABILITY

- 8.1. No Liability for Beta.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YUGABYTEDB WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO CUSTOMER'S USE OF MEKO DURING THE EARLY ACCESS PROGRAM, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY.
- 8.2. Liability Cap.** IF, NOTWITHSTANDING SECTION 8.1, YUGABYTEDB IS FOUND LIABLE FOR ANY DAMAGES, YUGABYTEDB'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE EARLY ACCESS TERMS WILL NOT EXCEED FIVE HUNDRED U.S. DOLLARS (\$500).

- 8.3. Exceptions.** Nothing in this Section 8 limits liability for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by negligence; or (c) any liability that cannot legally be limited.

9. INDEMNIFICATION

- 9.1.** Customer shall indemnify, defend, and hold harmless YugabyteDB and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising from: (a) Customer's use of Meko in violation of these Early Access Terms or applicable law; (b) Customer Data, including any allegation that Customer Data infringes any third-party rights; (c) the actions, outputs, or decisions of any AI agent built, deployed, or operated using Meko; or (d) Customer's breach of the AI-specific use restrictions in Section 3.

10. CONFIDENTIALITY

- 10.1. Confidential Information.** Each party agrees to protect the other party's Confidential Information using at least the same degree of care it uses to protect its own confidential information, and no less than reasonable care. The existence and terms of the Early Access Program, all non-public information about Meko (including features, performance, and roadmap), and all information designated as confidential are Confidential Information of YugabyteDB.
- 10.2. Exceptions.** Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was known to the receiving party prior to disclosure; (c) is independently developed without use of the disclosing party's Confidential Information; or (d) is rightfully received from a third party without restriction.

11. TERM AND TERMINATION

- 11.1. Term.** These Early Access Terms are effective from the date YugabyteDB grants Customer access to Meko and continue until terminated in accordance with this Section 11.

- 11.2. Termination by Either Party.** Either party may terminate these Early Access Terms at any time for any reason upon written notice (email to suffice).
- 11.3. Termination by YugabyteDB.** YugabyteDB may suspend or terminate Customer's access to Meko immediately if: (a) Customer breaches any provision of these Early Access Terms; (b) YugabyteDB discontinues the Early Access Program; or (c) YugabyteDB determines, in its reasonable discretion, that continued access poses a security, legal, or operational risk.
- 11.4. Effect of Termination.** Upon termination: (a) Customer's right to access and use Meko immediately ceases; (b) Customer shall cease all use of Meko; (c) Section 4.4 (Data Retention and Deletion) applies; and (d) the following sections survive: Sections 2.3, 3, 4, 5, 6, 7, 8, 9, 10, 11.4, and 12.

12. GENERAL TERMS

- 12.1. Governing Law.** These Early Access Terms are governed by the laws of the State of California, without regard to conflict-of-law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California. Each party waives any right to a jury trial.
- 12.2. Dispute Resolution; Class Action Waiver.** Any dispute arising out of or relating to these Early Access Terms will be resolved on an individual basis. Customer waives any right to participate in a class action, class arbitration, or any other representative proceeding. Customer may not bring claims as a plaintiff or class member in any purported class, consolidated, or representative action.
- 12.3. Modifications.** YugabyteDB may update these Early Access Terms by posting a revised version at the applicable URL. Material changes will be communicated through the Meko console or by email. Continued use of Meko after the effective date of any update constitutes acceptance.
- 12.4. Transition to General Availability.** When Meko transitions to general availability, Customer's continued use of Meko will require acceptance of the then-current YugabyteDB Master Terms and Conditions (or other applicable agreement) and the applicable Meko-specific terms. YugabyteDB will provide Customer with reasonable notice prior to such transition.

- 12.5. Injunctive Relief.** Customer acknowledges that any breach of Sections 2.2 (General Restrictions), 2.3 (Benchmarking), 3 (AI-Specific Use Restrictions), 7 (Intellectual Property), or 10 (Confidentiality) may cause irreparable harm to YugabyteDB for which monetary damages would be an inadequate remedy. In addition to any other remedies available, YugabyteDB may seek injunctive or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving actual damages.
- 12.6. Assignment.** Customer may not assign these Early Access Terms without YugabyteDB's prior written consent.
- 12.7. Severability.** If any provision of these Early Access Terms is found unenforceable, the remaining provisions remain in full force and effect.
- 12.8. Entire Agreement.** These Early Access Terms, together with the Privacy Policy at _____, constitute the entire agreement between the parties regarding Meko.
- 12.9. Notices.** YugabyteDB may provide notice by posting in the Meko console or by email to the address associated with Customer's account. Customer will deliver notices by email to _____.
- 12.10. No Waiver.** No failure or delay in exercising any right under these Early Access Terms operates as a waiver.

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