



Terms of Service

If you signed a separate Cover Page to access the Product with the same account, and that agreement has not ended, the terms below do not apply to you. Instead, your separate Cover Page applies to your use of the Product.

This Agreement is between meibel.ai Inc. and the company or person accessing or using the Product.

If you are accessing or using the Product on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company. By signing up, accessing, or using the Product, Customer indicates its acceptance of this Agreement and agrees to be bound by the terms and conditions of this Agreement.

MEIBEL TERMS OF SERVICE

Last Updated: June 24, 2026

Enterprise Override Notice & Corporate Affiliation Rules: If you or your organization have entered into a separate, written, and manually or electronically signed Master Cloud Service Agreement (or similar negotiated contract) with Meibel to access the Product, these online Terms do not apply to your use of the designated enterprise tenant. However, if you are accessing or registering for the Product on behalf of a separate department, subsidiary, or business group that is purchasing services independently via credit card or automated billing, and whose usage is not explicitly covered under that separate signed contract, you acknowledge and agree that such independent use is governed strictly and exclusively by these online Terms.

This Agreement is between meibel.ai Inc. ("Meibel", "We", "Us", or "Our") and the company or person accessing or using the Product ("Customer", "You", or "Your").

You represent and warrant that you are at least 18 years of age (or the age of majority in your jurisdiction) and possess the legal authority to bind the entity on whose behalf you are accessing the Services. If you are accessing or using the

Product on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company.

By signing up, creating an account, registering for a subscription, or accessing or using our platform and related services (collectively, the "Services" or "Product"), you indicate your acceptance of this Agreement and agree to be bound by its terms and conditions. If you do not agree to these Terms, you may not access or use the Services.

1. Description of Services & SLA

Meibel is an AI orchestration platform for developing, fine-tuning, optimizing, operating, and deploying explainable, production-grade, AI-powered applications. It includes tools for data ingestion, retrieval, confidence scoring, and execution control over AI behavior.

1.1 Service Level Agreement (SLA) Commitments

Meibel will use commercially reasonable efforts to maintain 99.9% uptime per calendar month, excluding scheduled maintenance. Scheduled Maintenance is permitted during the maintenance window of Saturdays and Sundays, 12:00 AM–4:00 AM Eastern Time. Meibel will provide at least 48 hours' notice prior to any such maintenance. If Meibel fails to meet the monthly uptime commitment, Customer will be eligible for the following service credits applied to future billing cycles strictly against baseline platform recurring fees (expressly excluding third-party LLM Vendor Fees):

- (a) 99.0% to 99.89% uptime: 5% credit of that month's fees
- (b) 98.0% to 98.99% uptime: 10% credit of that month's fees
- (c) Below 98.0% uptime: 20% credit of that month's fees

Credits must be requested in writing to support@meibel.ai within 30 days of the incident.

2. Subscription Fees, Metering, and Payment

2.1 Pricing and Subscription Tiers

Customer agrees to pay the applicable platform fees, recurring base fees, pre-paid usage balances, and metered usage charges associated with the specific subscription plan selected during registration, checkout, or within the Customer billing account dashboard (collectively, the "Pricing Schedule"). The Pricing

Schedule is published on Meibel's website and/or within the platform's user interface and is hereby incorporated into these Terms by reference.

2.2 Metering and Units of Measurement

All metered and usage-based fees exceeding your pre-paid baseline are calculated based on actual consumption, billed monthly in arrears using the rates specified in your Pricing Schedule and calculated as follows:

(a) Agent Action: An "Agent Action" means any call an agent makes to complete a request. Agents can perform multiple actions to retrieve, work with data systems, and create output.

(b) Per Page Advanced Extraction: Advanced page extraction is billed per page of any processed document(s). This charge is independent of any Agent Actions and does not count as an Agent Action itself.

(c) Per Page Text Only Extraction: Document extraction formatted and completed as text-only is billed per page processed.

(d) Recall Storage: Recall Storage usage is measured based on the amount of storage consumed by Customer's data within the platform. Usage is metered by gigabyte (GB), with consumption rounded up to the next whole gigabyte, and billed based on the average storage capacity used during the applicable billing period.

2.3 Third-Party LLM Vendor Fees

In addition to Platform Fees, Customer is responsible for all third-party Large Language Model usage fees incurred through Customer's use of the Meibel platform ("LLM Vendor Fees"). Customer may select and use any supported third-party LLM model(s), provider(s), and configuration(s) made available through the platform. Meibel will pass through LLM Vendor Fees to Customer on a dollar-for-dollar (cent-for-cent) basis, without markup or surcharge. Pricing, units of measurement, and billing methodology for LLM Vendor Fees are determined by the applicable third-party LLM provider and may change from time to time. Customer acknowledges that Meibel does not control and is not responsible for changes in third-party LLM pricing. Customer acknowledges and agrees that use of third-party LLM models through the platform is strictly conditioned upon Customer's compliance with the applicable third-party provider's terms of service, developer policies, and acceptable use restrictions. Meibel reserves the right to

automatically execute a charge to Customer's payment method on file immediately at any point during a billing cycle if accrued metered usage fees or third-party LLM Vendor Fees exceed a designated credit threshold established within Customer's billing dashboard. Any violation of upstream provider policies by Customer may result in the immediate suspension of that model configuration within the Services, and Customer shall be held fully liable for any resulting infrastructure penalties or platform disruptions as set forth in Section 7.3(b).

2.4 Automated Billing Process

Unless otherwise agreed in writing, you must provide a valid automated payment method (such as a credit card, debit card, or electronic ACH account connection). You authorize Meibel to automatically charge your payment method on file for baseline recurring subscription fees in advance, and all metered usage, overages, and arrears monthly in arrears. All prices are exclusive of applicable duties, levies, and taxes.

2.5 Price Modifications

Meibel reserves the right to modify its Pricing Schedule at any time. For recurring subscription plans, Meibel will provide at least thirty (30) days' advance notice of any material pricing changes initiated by Meibel to existing subscription tiers, either by posting the updates to our website, inside your platform billing panel, or via email notification. Continued use of the Services or voluntary tier upgrades by Customer after the change becomes effective constitutes agreement to pay the modified fees; provided, however, that third-party LLM Vendor Fees passed through under Section 2.3 may be adjusted immediately and without prior notice to match upstream fluctuations from the respective AI providers.

2.6 Payment Disputes

If you have a good-faith disagreement about the Fees charged, you must notify Meibel at support@meibel.ai within thirty (30) days of the automated payment execution and pay all undisputed amounts. The parties will work together to resolve the dispute within 15 days.

3. AI Disclaimers & Customer Data Operations

3.1 AI Output Disclaimer & Exclusive Remedy

Customer acknowledges that AI-generated outputs may be probabilistic, incomplete, or incorrect. Provider does not guarantee the accuracy of any output

and recommends human oversight before relying on AI-generated results for critical decisions. Except for the express SLA credits outlined in Section 1.1, Your sole and exclusive remedy for any material reduction in platform functionality, software errors, or performance degradation is to terminate your subscription and cease using the Product.

3.2 Customer Responsibility for Data Sources

Customer acknowledges and agrees that Customer is solely responsible for ensuring that any data, content, or materials that Customer or its Users collect, ingest, upload, access, or process through the Product, including data obtained from websites, third-party sources, APIs, or other external systems, are collected and used in compliance with Applicable Laws, contractual restrictions, and third-party terms of service. Provider does not independently verify Customer's rights to such data and disclaims responsibility for Customer's failure to obtain required permissions or licenses. Provider acts strictly as a passive technology pipeline; Customer represents and warrants that it possesses all necessary digital rights, API keys, and scraping permissions required to ingest external content, and that such ingestion does not bypass technical access controls or authentication walls of third-party platforms.

3.3 Automated Agents and Customer-Controlled Workflows

Customer acknowledges that any agents, workflows, automations, or experiences configured or deployed by Customer through the Product operate based on Customer-defined instructions, inputs, and configurations. Customer is responsible for ensuring that the operation and outputs of such agents comply with Applicable Laws and third-party terms, and Customer assumes responsibility for actions taken and outputs generated by such agents.

3.4 Outputs Derived from Customer-Sourced Data

Provider is not responsible for the legality, accuracy, or third-party rights associated with Customer Content, external data sources selected by Customer, or outputs generated based on such inputs. Customer is responsible for reviewing and validating outputs prior to use, particularly where outputs are used for legal, regulatory, financial, or other critical decisions.

4. Machine Learning, Use of Content & Privacy

4.1 Data Usage and Permissions

(a) Usage Data: Provider may use Usage Data to develop, train, or enhance artificial intelligence or machine learning models that are part of Provider's products and services, including third-party components of the Product, and Customer authorizes Provider to process its Usage Data for such purposes, subject to Applicable Data Protection Laws.

(b) Processing of Customer Content to Generate Derived Data: Provider may process Customer Content solely as necessary to generate data derived from Customer Content in accordance with this Section 4 and to provide, maintain, and improve the Product.

(c) Third-Party Disclosure: Provider will not disclose Customer Content to any third party, except: (i) to Sub-processors selected by Provider solely as necessary to provide the Product, provided such Sub-processors are bound by confidentiality obligations no less protective than those in this Agreement; (ii) to third-party model providers selected by Customer through the Product, in which case Customer acknowledges that such processing is governed by the applicable provider's terms; or (iii) as required by Applicable Law, provided Provider gives Customer prior notice to the extent legally permitted.

(d) No Cross-Customer Visibility: Provider shall implement reasonable administrative and technical controls, including multi-tenant isolation, to ensure Customer Content is not accessible or visible to other customers of the Product.

(e) Use of Derived Data for System Improvement: Provider may use data derived from Customer Content, in aggregated and de-identified form, for the purposes of maintaining, optimizing, and improving the Product, including developing and training machine learning models for generalized system capabilities such as document parsing, entity identification and extraction, schema recognition, data normalization, retrieval optimization, citation mechanics, confidence scoring, and aggregated user interaction analysis. Such use is limited to structural and operational patterns and expressly excludes the substantive content, meaning, business logic, proprietary methodologies, or trade secrets contained in Customer Content. Provider will ensure that any models trained do not contain, reproduce, or enable inference of Customer Content or Customer's Confidential Information.

(f) Product Innovation: Nothing in this Agreement shall be construed to prevent Provider from developing, enhancing, or marketing its own products or services, provided that such development is conducted without the use of Customer's

Confidential Information in a manner that violates this Agreement. The Parties acknowledge that the use of derived data as permitted in Section 4.1(e) does not constitute a violation of this Section 4.1(f).

4.2 Privacy & Prohibited Data

Before submitting Personal Data governed by GDPR, Customer must enter into a data processing agreement (DPA) with Provider. Customer will not submit Prohibited Data (including patient health records regulated by HIPAA, unique government IDs, or credit/debit primary financial account numbers) into the platform without explicit written expansion authorizations from Meibel.

5. Account Security & Acceptable Use Restrictions

Customer is responsible for all actions taken under Users' accounts and must protect password and login credential confidentiality. Customer will not (and will not allow anyone else to):

- (a) Reverse engineer, decompile, or attempt to discover any source code or underlying architecture of the Product.
- (b) Sell, transfer, sublicense, distribute, or rent platform access to third parties.
- (c) Conduct security or vulnerability tests, interfere with platform operations, cause performance degradation, or circumvent system access walls.
- (d) Use the Product to develop a competing service or product.
- (e) Employ the platform within any High Risk Activities (e.g., medical life-support, emergency responses, autonomous vehicle configurations) where platform failure could lead to injury, death, or severe environmental damage.
- (f) Use any automated system, including 'robots,' 'spiders,' or 'offline readers,' to access the Product in a manner that sends more request messages to our servers than a human can reasonably produce in the same period.
- (g) Scrape, crawl, or harvest any outputs, platform metadata, or structural frameworks to train competitive machine learning, large language, or artificial intelligence models outside of the platform.

6. Term, Cancellations, and Account Suspension

6.1 Subscription Term, Cancellation, and Data Deletion

The online registration establishes an initial Subscription Period of one (1) month. It will automatically renew for successive 1-month terms on the same day of each month unless you cancel your subscription through your online platform billing dashboard or provide written notice of non-renewal to support@meibel.ai at least five (5) days before your next scheduled renewal date. Upon the effective date of cancellation, Meibel will cease billing you for future periods. You may request data deletion via support@meibel.ai, and Meibel will delete your Customer Content from active production databases within sixty (60) days, subject to standard backup retention cycles.

6.2 Suspension Limits

Meibel reserves the right to temporarily suspend your account access with or without notice if: (a) your automated payment method fails and remains unpaid for more than 30 days; (b) you breach Section 5 (Acceptable Use Restrictions); or (c) your software usage patterns materially threaten the operational performance, security, or system stability of our shared cloud infrastructure.

7. Liability Allocations & Indemnification

7.1 General Cap Amount

EXCEPT FOR INTELLECTUAL PROPERTY INDEMNIFICATION DEFENSES, EACH PARTY'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR 1.0 TIMES THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO PROVIDER IN THE 12-MONTH PERIOD IMMEDIATELY BEFORE THE CLAIM; PROVIDED, HOWEVER, THAT EACH PARTY'S TOTAL CUMULATIVE LIABILITY FOR A BREACH OF SECTION 8 (CONFIDENTIALITY) OR APPLICABLE DATA PROTECTION LAWS SHALL BE STRICTLY CAPPED AT 3.0 TIMES SUCH FEES.

7.2 Damages Waiver & Class Action Waiver

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR LOST PROFITS OR REVENUES, OR FOR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES RELATING TO THIS AGREEMENT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGE IN ADVANCE. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A

PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

7.3 Indemnification Obligations

(a) Provider Covered Claims: Meibel will defend and indemnify Customer against third-party claims alleging that the Cloud Service architecture directly infringes someone else's intellectual property rights.

(b) Customer Covered Claims: Customer will defend and indemnify Meibel against third-party claims alleging that Customer Content infringes proprietary rights, or claims resulting from a breach of Section 3 (Data Source Legality and Agent Actions), Section 5 (Restrictions), or any infrastructure closures, vendor penalties, or service disruptions suffered by Provider or its other users resulting directly from Customer's violation of upstream LLM provider acceptable use policies under Section 2.3.

8. Confidentiality

Recipient will not use Discloser's Confidential Information, nor disclose it to anyone else, except as needed to fulfill obligations under this contract. Recipient will protect it using at least a reasonable standard of care. Confidential Information does not include information that is publicly available through no fault of the Recipient, independently developed, or obtained legally from external sources without restriction.

9. Right to Modify These Terms

Meibel reserves the right to make modifications to these online Terms from time to time to adapt to new product functionalities, third-party framework structural changes, or requirements under law. We will notify you of any material changes by updating the text on this page and updating the "Last Updated" date above. Your continued login, API token utilization, automated endpoint consumption, or interaction with the platform following an update indicates explicit legal consent to the revised Terms.

10. Support & Brand Collaboration

10.1 Technical Support Channels

Meibel provides technical support via email. Customers can submit support requests by emailing support@meibel.ai. Standard support hours are Monday to

Friday, 8:00 AM to 8:00 PM Eastern Time, excluding U.S. federal holidays. After-hours support is available for Severity 1 (Critical) issues.

10.2 Marketing, Logo Rights, and Brand Collaboration

Meibel may identify Customer and use Customer's name, trademarks, and logo on Meibel's website and in marketing materials strictly to identify Customer as a user of the Product.

In addition, following confirmation by Customer's executive leadership or designated technical contact that the Meibel platform has met performance expectations and produced measurable business impact, the Parties may collaborate in good faith on mutually beneficial marketing, reference, or thought-leadership activities (such as case studies, technical blog posts, or joint presentations) that highlight the success of the deployment. All such deep-dive promotional materials, quotes, and structural case studies will be subject to the prior approval of both Parties before publication, and Meibel will bear all related operational production costs.

Customer may opt out of basic logo usage at any time by sending a written notice to support@meibel.ai, upon which Meibel will remove Customer's assets from active promotional materials within thirty (30) days.

11. Governing Law & Jurisdiction

These Terms, and all interpretations or disputes arising out of them, are governed strictly by the laws of the State of Delaware, without regard to conflict of laws provisions. The parties must bring any legal suit, action, or proceeding in the state or federal courts located in Delaware, and each party irrevocably submits to this exclusive jurisdiction.

12. Global Compliance

(a) Export Controls: Customer warrants that it is not a resident or national of an Embargoed Country, designated on any U.S. sanctions lists (including OFAC's Specially Designated Nationals List), or 50% or more owned by a sanctioned party. Customer will not export or route software in violation of US Department of Commerce regulations.

(b) Anti-Bribery: Each party warrants compliance with all applicable anti-corruption frameworks, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act.

Notice Address for Provider: notices@meibel.ai

Notice Address for Customer: The primary email address associated with your registration account interface.

Notice Address:

For Provider: notices@meibel.ai

For Customer: The main email address on Customer's account