



Merinio Product Terms and Conditions

Version July 2025

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1. Pricing Model Selection

- 1.1. **Hourly Model** : The Client confirms an estimated total number of hours for the duration of the agreement. Merinio grants an unlimited-access license to the Platform, subject to a maximum number of authorized hours. Platform usage is recorded at the end of each business day (Eastern Standard Time) based on the total hours associated with scheduled shifts.
- 1.2. **User License Model** : The Client specifies a number of active user licenses to access the Platform during the term of the agreement. Merinio grants a limited number of access licenses. The count of active licenses is updated at the end of each business day (Eastern Standard Time) based on the total unique active licenses during each calendar month.

2. Pricing and Adjustments

- 2.1. The total Platform access license fee is determined based on the usage cap confirmed by the Client for the previous 12 months.
- 2.2. If the Client exceeds the agreed cap before the end of the active term, Merinio will issue a prorated, co-terminus purchase order to adjust the license fee and establish a new usage cap (hours or licenses).
- 2.3. Any unused portion of the usage cap is forfeited at the end of the term (Eastern Standard Time) and will not roll over into a subsequent term.
- 2.4. The Merinio Customer Success team continuously monitors usage and notifies the Client promptly of any anticipated overages.

3. Merino Phone/SMS Communications:

- 3.1. This optional feature enables the Merinio Platform to use phone calls and SMS messages to communicate with end users.
- 3.2. The Client may use Merinio Phone/SMS only from and to phone numbers in the United States and Canada.
- 3.3. To access this service, the Client must purchase credits:
 - 1 credit = 30 seconds of call time or 160 SMS characters (inbound or outbound).
 - The number of credits is determined based on the same data the Client provides to calculate the hours or user licenses cap.
- 3.4. Unused credits are forfeited at the end of the term (Eastern Standard Time) and will not roll over.

- 3.5. Additional credits may be purchased at any time during the active term via a prorated, co-terminus purchase order.
- 3.6. The Merinio Customer Success team monitors credit usage proactively and notifies the Client promptly of any anticipated overages.