



Merinio Product Terms and Conditions

September 28, 2026

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1. Pricing Model Selection

- 1.1. **Hourly Model:** The Client commits to a number of scheduled shift hours for each contract year, as stated in the Order Form. Merinio grants Platform access without a user-count limit under this model, subject to the agreed annual hours entitlement and the overage rules below. Usage is recorded each business day, using Eastern Time, based on the total hours associated with scheduled shifts.
- 1.2. **User License Model:** The Order Form specifies an annual user-month entitlement. Each distinct user active at any time during a month counts as one full user-month, even if active for only one day. That user is counted once in that month and again in each other month in which the user is active. No partial month is prorated. Annual consumption is the sum of the monthly distinct active-user counts, rather than a peak of concurrent users. Lower-usage months offset higher-usage months within the same contract year. For example, a commitment of 100 users over 12 months provides 1,200 user-months; 90 users for six months followed by 110 users for six months creates no overage.

2. Pricing and Adjustments

- 2.1. The license fee is based on the committed entitlement for the coming contract year, rather than consumption during the previous twelve months. A contract year is a period of twelve consecutive months beginning on the start date stated in the Order Form or its anniversary. The Order Form states quantities, negotiated unit rates, add-ons, included credits and any special arrangements. The signed unit rates remain fixed throughout the agreed commitment period.
- 2.2. During the first six months of each contract year, the Client may increase its committed entitlement through an additional Order Form at the negotiated unit rate signed for that period, including applicable add-ons, without an overage premium or an additional volume discount. The purchase covers the actual additional units, hours or user-months, without a second proration. After that window, a top-up at the same rate requires an exception agreed in writing. Top-ups expire at contract-year end and do not automatically set the following year's commitment. At the end of each contract year, overage is calculated on total consumption exceeding the committed entitlement and approved top-ups; it is invoiced annually at 1.25 times the applicable negotiated unit rate, including add-ons, without adding the monthly-payment premium.
- 2.3. Unused license units expire at the end of each contract year and do not roll over to the following year.
- 2.4. Merinio reviews license consumption quarterly and projects it through contract-year end. When actual or projected consumption exceeds the available entitlement by more than 10%, Merinio notifies the Client of the entitlement, consumption, estimated financial impact and, while the top-up window remains open, the opportunity to increase the entitlement at the agreed rate.

3. Merinio 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. This service uses credits included in the Order Form and additional credits purchased by the Client:
 - 1 credit = 30 seconds of call time or 160 SMS characters (inbound or outbound).
 - The Order Form states the exact number of included and purchased credits and the unit rate for additional purchases and excess consumption. Any specifically negotiated allowance remains applicable. A top-up of license hours includes the agreed credit allowance for those hours, including a custom allowance where agreed.
- 3.4. Unused annual credits expire at the end of each contract year and do not roll over.
- 3.5. The Client may purchase additional credits at any time during the contract year at the unit rate agreed for that period. The price covers the actual quantity purchased, without further proration, a new volume discount or retrospective repricing. Consumption exceeding included and purchased credits is invoiced annually at the same agreed unit rate, without a 1.25 overage multiplier or a 20% monthly-payment premium. If no credit package is purchased, the no-package rate stated in the Order Form applies.
- 3.6. The Merinio Customer Success team monitors credit usage proactively and notifies the Client promptly of any anticipated overages. Push notifications consume no credits and incur no additional communication fees.