LivingMeta — Master Service Agreement

General Terms and Conditions (*Algemene Voorwaarden*)

Version 1.0 · 29 June 2026

These are the general terms and conditions of **LivingMeta** (Leiden, the Netherlands). They form the standing part of the agreement between LivingMeta and a customer; the commercial specifics of a particular engagement (the instance(s), fees, subscription band, billing plan and start date) are set out in a separate **Order Schedule** that incorporates these terms.

---

0. How this Agreement works

0.1 Two documents. This Agreement has two parts:

1. **These Master Terms** (the general terms below); and
2. one or more **Order Schedules** (each an *"Order"*) — a short, signed form that names the Customer, the Instance(s) being built, the fees, the Subscription band, the billing plan and the start date. The Order is where the commercial specifics live; the Master Terms are the same for every customer.

If anything in an Order conflicts with these Master Terms, **the Order wins** for that Order.

0.2 The parties.

- **"LivingMeta", "we", "us"** — **LivingMeta**, established at **Hoge Rijndijk 208, 2314 AJ Leiden, the Netherlands**, registered with the Dutch Chamber of Commerce (*KvK*) under number **42036321**, VAT identification number (BTW-id) **NL005446456B46** (contact: info@livingmeta.ai).
- **"Customer", "you"** — the person or organisation named in the Order.

0.3 Consumer vs. business. These terms are written for a **business or institutional customer** (e.g. a university, faculty, research group, or company). If the Customer enters into them as a **private individual (a "consumer")**, mandatory EU/Dutch consumer-protection law applies and prevails over any conflicting term — including a statutory **14-day right of withdrawal** for distance contracts and limits on minimum-term commitments. Where the Customer is a consumer, the annual-prepay and non-refund clauses apply only to the extent permitted by mandatory consumer law.

0.4 Effective date. This Agreement takes effect on the date the Customer signs the first Order (the *"Effective Date"*).

---

1. Definitions

The capitalised terms used in this Agreement mean:

- **"Instance"** — a per-field *living meta-analysis* environment that we build and host for the Customer, consisting of: a **curated corpus** of public/third-party research papers; **structured six-persona extractions** of those papers; a **grounded "Lab" AI research assistant** that answers only from that corpus; a **research-gap agenda**; and curated resources, each as further described in the Order.

- **"Platform"** — the LivingMeta software, data pipeline, extraction method and methodology, website template, the Lab agent and supporting infrastructure that make an Instance work. The Platform is ours; the Customer receives a right to *use* its Instance, not ownership of the Platform (Clause 8).
- **"Extractions"** — the structured, factual data fields we derive from papers (e.g. evidence model, sample size, methods, findings, identified gaps).
- **"Free Companion"** — an optional, free, chat-only public version of an Instance that we may make available alongside the paid Instance for outreach purposes (Clause 2.4).
- **"Customer Data"** — content the Customer or its Users upload or input, including uploaded documents (PDFs, datasets, questionnaires, notes) and Lab thread contributions.
- **"Build"** — the one-time work of designing, collecting, classifying, extracting and deploying an Instance, delivered for the one-time **Build Fee**.
- **"Subscription"** — hosted access to the live Instance for the **Subscription Term**, including the Lab assistant and a fair-use allowance of AI usage ("tokens"), for the recurring **Subscription Fee**.
- **"Annual Plan"** — the option to pay a Subscription 12 months in advance (see Clause 4), rather than monthly.
- **"Users"** — the individuals the Customer authorises to use its Instance.
- **"Documentation"** — the user guides and help content we make available for the Service.
- **"Fees"** — the Build Fee and Subscription Fee stated in the Order.

---

2. The Service

2.1 What we provide. We will (a) build the Instance(s) described in the Order (the Build) and (b) host and make the live Instance available to the Customer and its Users during the Subscription Term, including the Lab AI assistant and a fair-use allowance of AI usage.

2.2 Availability — reasonable efforts (no SLA). We use **commercially reasonable efforts** to keep the Service available, but — as a single-operator service — we **do not commit to a guaranteed uptime level or service-level agreement**. The Service may be unavailable during planned maintenance, and we are not responsible for downtime caused by events outside our reasonable control, third-party providers (e.g. hosting, AI providers, data sources), or the Customer's own systems or content.

2.3 Support. We provide reasonable, best-effort support by email at **info@livingmeta.ai** during ordinary Dutch business hours. Support response times are targets, not guarantees.

2.4 Free Companion. Where stated in the Order, we may also provide a Free Companion version of the Instance. The Free Companion is provided **free of charge, "as is", with usage caps**, primarily as a shared public/outreach window into the field. We may modify, cap, or withdraw the Free Companion at any time. Nothing in this Agreement obliges us to maintain it.

2.5 Improvements and changes. We continuously improve the Platform. We may change the way the Service works, provided we do not **materially reduce** the core functionality of a live Instance during a paid Subscription Term (Clause 16).

2.6 Fair-use limits. The AI usage included in a Subscription is a **fair-use allowance**, not unlimited use, and is subject to usage limits that protect service quality, availability, and cost. These currently take the form of a **weekly usage allowance that varies by plan** (for example Basic, Pro, or Max). We may set these limits and **adjust them from time to time on reasonable grounds**; we will not **materially reduce** the allowance of a live Subscription during a paid Term other than as permitted under Clause 16. When a User reaches a limit, the Service for that User resumes at the next scheduled reset, or immediately on upgrading to a higher plan. We may grant higher or unrestricted allowances to accounts we designate (for example, an Instance **Owner**).

---

3. Build (one-time delivery)

3.1 Build Fee. The Customer pays the one-time **Build Fee** stated in the Order for each Instance. Unless the Order says otherwise, the Build Fee is **due on delivery** of the Instance.

3.2 Delivery & acceptance. An Instance is **"delivered"** when we make it available to the Customer at its agreed URL. The Customer is deemed to accept delivery unless it notifies us of a material defect (a failure of the Instance to match the Order's description) within **7 days** of delivery, in which case we will use reasonable efforts to correct the defect.

3.3 Bespoke work — non-refundable. The Build is **bespoke work** produced specifically for the Customer's field. Once an Instance is delivered, **the Build Fee for that Instance is non-refundable**, except as required by mandatory law (see §0.3 for the consumer case).

3.4 What the Build is priced on. The Build Fee reflects an estimate of the field's relevant-corpus size made before the work; we do not re-price after delivery if the actual corpus turns out larger or smaller.

---

4. Subscription, Term & Cancellation

4.1 Term — no lock-in. The Subscription starts on the start date in the Order and continues until cancelled under Clause 4.2. It is billed **monthly** or **annually in advance**, as chosen in the Order. There is **no minimum commitment on the monthly plan**.

> **No lock-in.** On the monthly plan you can cancel at any time — it simply stops at the end of the month you have already paid for. If you would rather commit for a year (some customers prefer this for budgeting or procurement), the **annual plan** lets you prepay 12 months in advance, sometimes at a discount stated in your Order.

4.2 Cancellation.

- **Monthly plan:** either party may cancel at any time. Cancellation takes effect at the **end of the current paid month**, and access continues until then. Fees already paid are non-refundable.
- **Annual (prepaid) plan:** the annual fee is paid in advance for the full 12-month period and is **non-refundable**; because the year is prepaid, it does not cancel part-way. Before each renewal, either party may choose not to renew, or to switch between the monthly and annual plans, by notice given before the renewal date.
- **When LivingMeta cancels** for convenience, we give at least **30 days'** written notice and refund any prepaid fees covering the period after cancellation takes effect.

4.3 Renewal. Unless cancelled, a monthly plan continues month-to-month and an annual plan renews for a further 12 months at the price then in effect (subject to the notice in Clause 5.4).

---

5. Fees, Payment & Taxes

5.1 Invoicing. We invoice the Build Fee per Clause 3.1, and the Subscription Fee **in advance** (monthly or annually as stated in the Order). Invoices are payable within **14 days** of the invoice date.

5.2 Late payment. Overdue amounts (not under good-faith dispute) accrue **statutory commercial interest** under Dutch law (art. 6:119a BW) from the due date, and we may charge reasonable collection costs.

5.3 Suspension for non-payment. If an invoice is **30 days or more overdue**, we may suspend the Customer's access to the Service after giving at least **14 days' prior written notice**. The Customer remains liable for Fees during any suspension. We restore access promptly once the overdue amount is paid.

5.4 Price changes. We may change Fees for **future** periods (i.e. a future month, or a future annual renewal) by giving at least **30 days'** notice before the change takes effect. We will not increase the Subscription Fee for a period the Customer has already paid for.

5.5 Taxes / VAT. All Fees are stated **excluding VAT (BTW)** and other taxes.

- Where the Customer is a business or institution **established in another EU member state with a valid EU VAT number**, VAT is **reverse-charged** ("BTW verlegd") — we invoice without Dutch VAT and the Customer accounts for VAT in its own country. The Customer must provide a valid EU VAT number; if it does not, we may add VAT.
- For all other Customers, we add Dutch VAT (currently 21%) where we are legally required to do so.

---

6. Managed Users & Additional Subscribers

6.1 The Customer's own Subscription. The Order states the Customer's Subscription band (e.g. Solo / Group / Department) and the number of Users it covers.

6.2 Other researchers. At the Customer's request, **LivingMeta may separately offer and manage individual Subscriptions for other researchers** (e.g. colleagues working in the same field). Unless an Order states that the Customer is sponsoring and paying for those seats, **each such other researcher contracts directly with LivingMeta and is billed directly by LivingMeta** under its own Order. The Customer is **not responsible** for those other researchers' fees or conduct.

6.3 Sponsored seats (optional). If the Customer chooses to pay for additional Users under a Group or Department band, those Users are the Customer's responsibility and are covered by the Customer's Subscription.

---

7. Customer Data & Uploaded Documents

7.1 Ownership. As between the parties, the **Customer owns its Customer Data**. We claim no ownership of it.

7.2 Licence to process. The Customer grants us a non-exclusive licence to host, process and display Customer Data **as needed to provide the Service** (including running uploaded documents through the extraction pipeline and the Lab assistant at the Customer's direction).

7.3 Customer warranties. The Customer **represents and warrants** that (a) it has all rights, licences and permissions necessary to upload its Customer Data (including any PDFs or third-party documents) and to have us process them, and (b) doing so does not infringe any third party's copyright, privacy or other rights. The Customer is responsible for the accuracy, quality and legality of its Customer Data.

7.4 Prohibited content. The Customer will not upload content it has no right to upload, unlawful content, or special-category personal data (e.g. health, biometric data) unless expressly agreed in writing. We may remove or refuse content we reasonably believe breaches this clause.

7.5 Improvement data. We may use **aggregated and anonymised** data about use of the Service to operate, secure and improve the Platform. We will not publish a Customer's identifiable Customer Data without permission.

---

8. Intellectual Property

8.1 The Platform is ours. The Platform — including all software, the data-collection and extraction **pipeline and methodology**, the consensus/quality method, the gap-analysis method, the website template and the Lab agent — is and remains the **exclusive intellectual property of LivingMeta**. The Customer receives a **non-exclusive, non-transferable right to use its Instance** for the Subscription Term, and **no ownership of the Platform**.

8.2 The papers are public/third-party. The underlying research papers are public or third-party works owned by their authors/publishers. We do not claim ownership of them, and the Customer obtains no rights in them beyond what their licences and applicable law allow.

8.3 Extractions are facts. The structured **Extractions are factual data** derived from those papers. The Customer may freely use the Extractions for its own research; the Customer does **not** obtain an exclusive right to them, and we may produce equivalent factual extractions for any field or customer.

8.4 Feedback. If the Customer gives us feedback or suggestions about the Service, we may use them without restriction or obligation.

8.5 Collaboration outputs (ownership split). Where the Customer and LivingMeta collaborate beyond the standard Service — for example on an open-science publication or a jointly-developed dataset — the following split applies unless a separate written agreement says otherwise:

- **Core / Platform** (pipeline, consensus and quality method, gap method, agent protocol, website template) — **LivingMeta's IP**.
- **Instance Content** (the field taxonomy, classified papers, gap analyses, curated resources, blog content) — **jointly owned**, for open-science publication by both parties.
- **Publications** (methodology papers, living-review papers) — **co-authored** under standard academic authorship (CRediT) conventions.

---

9. Acceptable Use

The Customer will not, and will not allow its Users or any third party to: (a) resell, sublicense, rent or operate the Service as a service bureau for others; (b) reverse-engineer, decompile or attempt to extract the source code or underlying methods of the Platform; (c) use the Service to build or train a competing product or service, or to bulk-copy or scrape the corpus or Extractions wholesale; (d) circumvent usage limits, security, or access controls; or (e) use the Service unlawfully or to upload malicious code. Breach of this clause is a material breach (Clause 15.1).

---

10. Warranties & Disclaimers (the "as-is" clause)

10.1 Mutual. Each party warrants that it has the legal power to enter into this Agreement.

10.2 Our limited assurance. We will provide the Service with reasonable skill and care and in material conformity with the Order's description of the Instance.

10.3 No accuracy warranty — the Service is a research aid you must verify. Except as stated in Clause 10.2, the Service is provided **"AS IS" and "AS AVAILABLE"**. To the maximum extent permitted by law, we **disclaim all other warranties**, express or implied, including fitness for a particular purpose, merchantability, and that the Service will be uninterrupted, error-free, or secure.

In particular, the Extractions and the answers given by the Lab AI assistant are produced by automated and AI systems and are NOT guaranteed to be accurate, complete, or suitable for any decision, publication,

or regulatory purpose. They are a **research aid**. The Customer remains solely responsible for **independently verifying** any output before relying on, citing, publishing, or acting on it. We do not warrant the scientific accuracy or completeness of any Extraction, summary, gap analysis, or Lab answer.

---

11. Limitation of Liability

11.1 Cap. To the maximum extent permitted by law, **LivingMeta's total aggregate liability** arising out of or relating to this Agreement (whether in contract, tort, or otherwise) is **limited to the total Fees paid by the Customer to LivingMeta under the relevant Order in the 12 months** immediately before the event giving rise to the liability.

11.2 No indirect damages. Neither party is liable for indirect, special, or consequential loss, loss of profits, loss of goodwill, or loss of or corruption of data, even if advised of the possibility.

11.3 No liability for reliance on outputs. Without limiting Clause 10.3, **we are not liable for any loss arising from the Customer's reliance on, or publication or other use of, any Extraction or Lab answer** without the Customer's own validation and review.

11.4 What is not capped. Nothing in this Agreement excludes or limits either party's liability where the law does not allow it — including, under Dutch law, liability for **intent (*opzet*) or deliberate recklessness (*bewuste roekeloosheid*)**, or for death or personal injury. Fees remain payable in full.

---

12. Copyright & Third-Party Content

12.1 What we do. We extract **structured factual data** from open-access and otherwise lawfully accessible sources, and we **do not redistribute the full text** of papers that are not openly licensed for redistribution. Where full text is shown, it is via links to the source or to openly-licensed copies.

12.2 Customer uploads. Any PDFs or documents the Customer uploads are the **Customer's responsibility**: the Customer warrants it has the right to upload and have us process them (Clause 7.3), and indemnifies us against third-party claims arising from content it had no right to upload.

---

13. Confidentiality

Each party may receive the other's non-public information ("Confidential Information"). The receiving party will use it only to perform this Agreement, protect it with at least reasonable care, and not disclose it except to those who need it and are bound by similar obligations, or as required by law. This clause does not apply to information that is public through no fault of the receiving party, was already known, or is independently developed. The pricing and terms of any Order are Confidential Information.

---

14. Data Protection (GDPR)

14.1 What we process. To provide the Service we process limited personal data: **account details** (name, email, organisation) and **Lab thread content** the Customer's Users create.

14.2 Roles. For account and usage data we generally act as a **controller**; where we process Customer Data on the Customer's behalf and instructions, we act as a **processor**, and the parties will enter a **Data Processing Addendum (DPA)** on request, based on the standard EU Standard Contractual Clauses (SCC) template.

14.3 How we process. We process personal data in accordance with the GDPR and our **Privacy Policy** at **https://livingmeta.ai/privacy**. We apply reasonable technical and organisational security measures and use reputable sub-processors (e.g. hosting, database and AI providers).

14.4 Data location. Personal data and Customer Data are stored and processed using the following sub-processors: **Supabase, Vercel and Anthropic**. Some sub-processors may process data outside the EU under appropriate safeguards (e.g. EU Standard Contractual Clauses).

14.5 No special-category data by default. The Service is not designed for special-category personal data; the Customer will not upload such data unless expressly agreed in writing (Clause 7.4).

---

15. Suspension & Termination

15.1 Termination for cause. Either party may terminate this Agreement or an affected Order **for cause** if the other party (a) commits a material breach that remains uncured **30 days** after written notice, or (b) becomes insolvent or ceases business. Non-payment that remains uncured after the notice in Clause 5.3 is a material breach. If the Customer terminates for our uncured material breach, we refund any Subscription Fee prepaid for the period after termination.

15.2 Cancellation. Either party may end the Subscription under Clause 4.2.

15.3 Suspension. We may suspend the Service for non-payment (Clause 5.3) or for a breach of Clause 9 (Acceptable Use) that risks harm, giving prior notice where practicable.

15.4 Effect of termination. On termination or expiry: (a) the Customer's right to use the Service ends; (b) for **30 days** the Customer may request an **export** of its Customer Data (and we will make it available in a commonly-used format where we are reasonably able to); and (c) after that window we may **delete** Customer Data, except copies we must keep by law or that exist in routine backups. Fees accrued before termination remain payable. The Free Companion may be withdrawn.

15.5 Survival. Clauses that by their nature should survive termination do so, including Clauses 5 (accrued Fees), 7.1, 8, 10.3, 11, 12, 13, 14 and 17.

---

16. Changes to the Agreement and the Service

16.1 Changes to these Master Terms. We may update these Master Terms by giving the Customer reasonable notice. If a change **materially and adversely** affects the Customer, the Customer may, as its sole remedy, terminate the affected Subscription with notice before the change takes effect; the change will not otherwise apply retroactively to a period the Customer has already paid for.

16.2 Operational changes. Day-to-day operational changes (e.g. to support, security measures, or the acceptable-use rules) may be made on notice and must not materially decrease our core obligations during a running Subscription Term.

---

17. Governing Law & Disputes

17.1 Governing law. This Agreement is governed by **the laws of the Netherlands**.

17.2 Disputes. The parties will first try in good faith to resolve any dispute. Failing that, the dispute will be submitted to the **competent court of the Rechtbank Den Haag, the Netherlands**, without prejudice to either party's right to seek urgent interim relief.

---

18. General

18.1 Entire agreement. This Agreement (these Master Terms + the Order(s)) is the entire agreement between the parties on its subject matter and supersedes prior discussions. Terms on a Customer purchase order or similar form do not apply.

18.2 Order of precedence. If there is a conflict: the **Order** prevails over these Master Terms.

18.3 Assignment. Neither party may assign this Agreement without the other's consent, except that LivingMeta may assign it in connection with a reorganisation or sale of its business, on notice.

18.4 Independent parties. The parties are independent contractors; this Agreement creates no partnership, agency or employment relationship, and there are no third-party beneficiaries.

18.5 Force majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control (e.g. internet/utility/hosting/AI-provider failures, strikes, natural disaster, pandemic, war).

18.6 Severability & waiver. If a provision is held invalid, the rest remains in effect and the provision is limited to the minimum necessary. A failure to enforce a right is not a waiver of it.

18.7 Notices. Notices must be in writing (email is sufficient) to the addresses in the Order, and are deemed given on receipt.

18.8 Counterparts / e-signature. The Agreement may be signed in counterparts and electronically.

LivingMeta · Hoge Rijndijk 208, 2314 AJ Leiden, the Netherlands · KvK 42036321 · BTW-id NL005446456B46 · info@livingmeta.ai · General Terms and Conditions, version 1.0, 29 June 2026.