

# Institutional Terms of Service

This is Aletheia's Institutional Terms of Service for Campus and Enterprise tier customers. It sets out the service level commitments, support terms, data ownership, renewal and payment terms, termination rights, and liability provisions that govern an institutional deployment of Aletheia. It is written to be read by procurement, legal, and contracting teams during a vendor review.

Template version 1.0. Published: July 14, 2026. Effective date is the publication date, subject to change with 30 days notice.

**This is a template Institutional Terms of Service.** Executed ToS are countersigned per Customer institution alongside a Data Processing Agreement. Effective dates, elected options, governing law, and Order Form details are completed at execution. Nothing on this page is a signed agreement or legal advice. To initiate execution, contact [legal@lonia.ai](mailto:legal@lonia.ai).

## 1. Preamble and Effective Date

This Institutional Terms of Service (the "Institutional ToS") applies to customers on the **Campus** and **Enterprise** tiers of Aletheia. Individual consumer users on the Free, Student, Personal, Family, and Professional tiers continue to be governed by the consumer [Terms of Service](#) and are not affected by this document. The effective date of this Institutional ToS is its publication date shown above, subject to change with 30 days notice to Customer. Where a Customer executes an Order Form that references this Institutional ToS, the effective date is the date of that Order Form. This Institutional ToS, the Data Processing Agreement at [/legal/dpa](#), and the executed Order Form together form the entire agreement between the parties.

## 2. Definitions

- **"Customer"** means the institution executing this agreement (for example a university, school district, employer, agency, or nonprofit).
- **"Lonia" or "Provider"** means Lonia AI, the vendor of the Service.
- **"Aletheia" or the "Service"** means the Aletheia software service provided by Lonia.
- **"Authorized Users"** means the seats provisioned by Customer's institutional administrators, such as students in a Campus deployment or employees in an Enterprise deployment.
- **"Subscription Term"** means the paid period agreed by the parties at execution.
- **"Institutional Data"** means data provided by Customer or its Authorized Users in connection with the Service.

## 3. Grant of Rights

Subject to this Institutional ToS and payment of the applicable fees, Lonia grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use Aletheia for Customer's internal institutional purposes during the Subscription Term, for the number of seats provisioned. Customer grants Lonia the limited right to process Institutional Data solely to provide and support the Service, as set out in the Data Processing Agreement at </legal/dpa>. No rights are granted except those expressly stated. Customer will ensure its Authorized Users comply with this Institutional ToS and the Acceptable Use Policy in Section 14.

## 4. Service Level Agreement (SLA)

Lonia commits to the following service levels for institutional-tier Customers during the Subscription Term.

- **Uptime target:** 99.5% monthly, measured on the availability of the hosted infrastructure Aletheia depends on (Cloudflare Pages for hosting and Supabase for authentication and account data). The measurement excludes planned

maintenance windows announced at least 48 hours in advance, and events outside Lonia's reasonable control (for example failures of an upstream provider, a Customer's network or identity provider, or force majeure events). Because Aletheia processes content on the Authorized User's own device, saved accessible content in a local library remains usable even during an outage of Lonia's account systems.

- **Response commitment, security incidents:** 24 hours to acknowledge a reported security incident, via [security@lonia.ai](mailto:security@lonia.ai).
- **Response commitment, accessibility issues:** 5 business days to acknowledge a reported accessibility issue, via [accessibility@lonia.ai](mailto:accessibility@lonia.ai).
- **Response commitment, general support:** 2 business days to acknowledge an institutional-tier support query, via [support@lonia.ai](mailto:support@lonia.ai).
- **Service credits:** If measured uptime falls below 99% in any calendar month, Customer is eligible, on written request within 30 days of the affected month, for a pro-rata service credit equal to the proportion of the month during which the infrastructure was unavailable below the 99.5% target. Service credits are applied against a future invoice and are the sole and exclusive remedy for a failure to meet the uptime target.

These commitments are set at levels a small vendor can meet consistently. Lonia does not claim five-nines availability and does not promise error-free operation.

## 5. Support

- **Support hours:** business days, United States Eastern time.
- **Support channel:** email at [support@lonia.ai](mailto:support@lonia.ai). Phone support is not offered at institutional-tier pricing.
- **Escalation:** if a support ticket is not resolved within 5 business days, Customer may escalate by writing to [legal@lonia.ai](mailto:legal@lonia.ai), which routes escalations while a dedicated escalation inbox is being provisioned.

## 6. Data Ownership

**Customer owns all Institutional Data.** Lonia claims no ownership of Institutional Data and processes it only on Customer's documented instructions and under the terms of the Data Processing Agreement at </legal/dpa>. On termination or expiry of the Subscription Term, Customer may export its data through the export flows the Service provides. Account-level data that Lonia holds is cascade-deleted 30 days after the Subscription Term ends, unless Customer requests an extension in writing before that period ends. Content that Authorized Users process resides on their own devices and can be exported by them from the product before their seats are removed. Append-only (write-once, read-many) audit records are preserved where retention is required by law or the applicable retention policy, and remain subject to the confidentiality and security obligations of this agreement.

## 7. Renewal and Term

The Subscription auto-renews for successive annual terms unless Customer provides written notice of non-renewal at least 30 days before the end of the then-current Subscription Term. Pricing for the current Subscription Term is locked for that term. Any price change for a following term requires at least 60 days written notice before the renewal date; if Customer does not accept the change, Customer may decline renewal under the non-renewal notice provision above.

## 8. Payment

- **Payment method:** institutional tiers are billed by **ACH**. Credit card billing is not offered for Campus or Enterprise tiers.
- **Invoicing:** invoices are payable NET 30 from the invoice date.
- **Late amounts:** a late fee of 1.5% per month may be applied to balances that remain unpaid more than 60 days after the invoice date.
- **Non-payment:** balances unpaid more than 90 days after the invoice date may result in suspension of the Service, on at least 15 days written notice, until the balance is paid.

## 9. Termination

Either party may terminate this agreement for material breach by the other party, on 30 days written notice describing the breach, if the breaching party does not cure the breach within that period. Lonia may terminate or suspend the Service immediately if Customer's use violates applicable law or the Acceptable Use Policy in Section 14.

Customer may terminate for convenience on 30 days written notice; no refund is provided for the pro-rata unused portion of the Subscription Term on a termination for convenience, except where Customer terminates due to Lonia's uncured material breach, in which case Lonia refunds prepaid fees for the unused portion of the term. On any termination, Customer has a 30-day data export period as described in Section 6.

## 10. Confidentiality

Each party may receive confidential information of the other. Each party will protect the other's confidential information with at least reasonable care, use it only to perform under this agreement, and not disclose it except to personnel and advisers with a need to know who are bound by comparable obligations. These obligations are mutual and continue for the Subscription Term and for 3 years after termination. Trade secrets remain protected for as long as they qualify as trade secrets under applicable law. Confidential information does not include information that is or becomes public through no fault of the receiving party, was already known without a duty of confidentiality, or is independently developed.

## 11. Indemnification

The parties provide limited, mutual indemnification.

- **By Lonia:** Lonia will defend Customer against a third-party claim alleging that the Service, as provided by Lonia and used in accordance with this agreement, infringes that third party's intellectual property rights, and will indemnify Customer for amounts finally awarded, subject to Customer giving Lonia prompt

written notice, reasonable cooperation, and control of the defense and settlement.

- **By Customer:** Customer will defend Lonia against a third-party claim arising from Customer's or its Authorized Users' misuse of the Service or breach of the Acceptable Use Policy, and will indemnify Lonia for amounts finally awarded, subject to the same notice and cooperation conditions.
- **Cap on indemnification:** each party's aggregate liability under this Section is limited to the fees paid by Customer to Lonia in the 12 months preceding the claim.

## 12. Limitation of Liability

Except for a party's indemnification obligations in Section 11, gross negligence, willful misconduct, or breach of the confidentiality obligations in Section 10, neither party is liable to the other for any indirect, incidental, consequential, special, or punitive damages, or for lost profits or lost data, arising out of or relating to this agreement, even if advised of the possibility of such damages. Except for the excluded categories in the preceding sentence, each party's aggregate liability arising out of or relating to this agreement is limited to the fees paid by Customer to Lonia in the 12 months preceding the event giving rise to the liability. The indemnification obligations in Section 11 are subject to their own cap stated in that Section. Nothing in this agreement limits liability that cannot lawfully be limited.

## 13. Compliance and Data Protection

- **Data processing:** governed by the Data Processing Agreement at </legal/dpa>, under which Customer is Controller and Lonia is Processor.
- **Accessibility:** Aletheia's conformance is documented in the VPAT accessibility report at </accessibility/vpat>.
- **Security:** Aletheia's security measures are documented in the Security Whitepaper at </security/whitepaper>.

- **Sub-processors:** the current list is maintained at </legal/subprocessors>, with at least 30 days notice for material changes as described there and in the DPA.
- **FERPA:** Aletheia's architecture supports FERPA data segmentation for educational-institution Customers; the applicable institutional configuration is Customer's responsibility as Controller.
- **HIPAA:** a Business Associate Agreement template is available on request for healthcare-context Enterprise Customers; contact [legal@lonia.ai](mailto:legal@lonia.ai).

## 14. Acceptable Use Policy

Customer and its Authorized Users will not use Aletheia to violate applicable law, to infringe the intellectual property, privacy, or other rights of any third party, to transmit malicious code, or to circumvent or interfere with the security measures of the Service or of any system Customer does not own. Aletheia's AI-assisted capabilities are not to be used to make autonomous decisions about individuals without meaningful human review. This Acceptable Use Policy supplements, and does not replace, the acceptable-use provisions of the consumer [Terms of Service](#) where they apply to individual conduct.

## 15. Governing Law and Dispute Resolution

The parties may elect the governing law and forum at execution, which is Customer's choice within the reasonable constraints of the Order Form and subject to Lonia's acceptance. Absent an election, this agreement is governed by the laws of the State of New Jersey, United States, without regard to its conflict of laws principles, consistent with Aletheia's Data Processing Agreement and consumer Terms of Service. The parties will first attempt to resolve any dispute through good-faith negotiation between authorized representatives, then through mediation, before either party pursues arbitration or litigation as the parties agree at execution. Each party retains the right to seek injunctive relief for the protection of its intellectual property or confidential information.

## 16. Miscellaneous

- **Amendment:** Lonia may update this Institutional ToS with at least 30 days notice for changes that materially affect Customer. Customer-specific terms in an executed Order Form control over this template where they conflict.
- **Assignment:** neither party may assign this agreement without the other's prior written consent, except that either party may assign it to a successor in connection with a merger, acquisition, or sale of substantially all of its assets, on written notice.
- **Notice:** written notice is given by email to the designated contacts (for Lonia, the contacts in Section 17; for Customer, the contacts named in the Order Form).
- **Severability:** if any provision is held unenforceable, the remaining provisions continue in full force, and the unenforceable provision is limited or modified only to the extent necessary.
- **Entire agreement:** this Institutional ToS, the Data Processing Agreement, and the executed Order Form constitute the entire agreement and supersede prior discussions on the same subject matter.
- **No waiver:** a failure to enforce a provision is not a waiver of the right to enforce it later.

## 17. Contact

- ToS inquiries and execution: [legal@lonia.ai](mailto:legal@lonia.ai)
- Security incidents: [security@lonia.ai](mailto:security@lonia.ai)
- Accessibility issues: [accessibility@lonia.ai](mailto:accessibility@lonia.ai)
- General support: [support@lonia.ai](mailto:support@lonia.ai)

## 18. Signatures

This template is executed by authorized representatives of each party at the time of contracting. The signature block below is completed at execution.

Signature block, completed at execution.

| Field     | Provider (Lonia AI) | Customer |
|-----------|---------------------|----------|
| Signature | _____               | _____    |
| Name      | _____               | _____    |
| Title     | _____               | _____    |
| Date      | _____               | _____    |

## Contact

To initiate execution or ask a question about this template, contact [legal@lonia.ai](mailto:legal@lonia.ai).

## Review cadence

Last review date: July 14, 2026. Next review: annually, or on material change, whichever comes first. Material changes include a change to the service level commitments, a pricing or billing-method change, a change in governing-law defaults, a sub-processor change, and a regulatory change. The review is owned by [legal@lonia.ai](mailto:legal@lonia.ai), and on each review this page and the tagged PDF are regenerated together from the same source.

## Related documents

- [Institutional Terms of Service template \(tagged PDF\)](#)
- [Data Processing Agreement template](#)
- [Sub-processor list](#)
- [Security whitepaper](#)
- [VPAT accessibility report](#)

- [Privacy\\_policy](#)
- [Consumer Terms of Service](#)