

# Nebius Services Agreement

This Nebius Services Agreement along with any other terms and policies incorporated herein by reference and form an integral part hereof, as amended from time to time (collectively the **“Agreement”**), form a legally binding and enforceable agreement between Nebius B.V. (**“Nebius”**) and the customer accessing or using the Services (**“Customer”**). If the Customer is entering into this Agreement on behalf of a company or other legal entity, the Customer represents that: (i) it has full legal authority to bind such entity to this Agreement; and (ii) after reading and understanding the Agreement, it agrees to the terms of this Agreement on behalf of the respective entity, and such terms shall bind such entity. The Customer and Nebius shall each be referred to as a **“Party”** and collectively as the **“Parties”**.

CUSTOMER ACKNOWLEDGES THAT ONCE IT CLICKS **“OK”**, **“I AGREE”** OR SIMILAR WORDING, THIS AGREEMENT WILL BE EFFECTIVE IMMEDIATELY, THIS AGREEMENT DOES NOT NEED TO BE SIGNED TO BE BINDING, THE CUSTOMER ASSENTS THESE TERMS ONCE IT ACCEPTS THE AGREEMENT. THIS AGREEMENT IS BINDING AND ENFORCEABLE BY CLICKING ON A BUTTON OR CHECKING A CHECKBOX FOR THE ACCEPTANCE OF THIS AGREEMENT (THE DATE OF SUCH ACCEPTANCE BEING THE **“EFFECTIVE DATE”**).

PLEASE NOTE THE CUSTOMER IS DEEMED TO REPRESENT ITS EMPLOYER OR ENTITY, ITS CLICK TO ACCEPT WILL BIND THE EMPLOYER OR THAT ENTITY TO THESE TERMS.

Defined terms used in this Agreement with initial letters capitalized have the meaning given in section 1 of this Agreement.

## 1. TERMS AND DEFINITIONS

**“Applicable Data Protection Laws”** means all laws, regulations, rules and guidance related to privacy, data processing and data protection applicable to Nebius’ processing of the Personal Data in connection with offering and providing the Services by Nebius;

**“Billing Threshold”** means a maximum negative balance of the Personal Account, if exceeded, Nebius automatically charges the Customer for the consumed Services. The Billing Threshold is set for each Customer individually depending on the number of the Services ordered and used, time of use of the Services, the Customer’s payment history, and other parameters. Information on the amount of the Billing Threshold is available to the Customer in the Management Console;

**“Business Account”** means the Customer’s account in the Management Console used by a legal entity or a sole proprietor;

**“Committed Volume of Services”** means the ability to use the Services in the volume and quantity requested by the Customer for a certain period and provided by Nebius. The Customer undertakes to fully pay for such reserved volume of the Services regardless of whether the Customer uses the Services or not;

**“Content”** means data, text, programs, databases, music, sounds, photos, graphics, videos, messages, and other materials;

**“Corporate Linked Card”** means any bank card attached to the Personal Account, as an entity, by a representative of the Customer for the purpose of payment for the Services;

**“Customer Data”** means the Content uploaded by the Customer on the resources of the Platform via the Services;

**“Arrears”** means negative balance of the Personal Account at the end of the Reporting Period;

**“Documentation”** means technical documentation, billing documentation, technical support documentation, user guides and admin guides for the Services located at: <https://nebius.com/docs>;

**“Grant”** means the amount of bonus (discount) Nebius provides to the Customer as stipulated by the Agreement;

**“Individual Account”** means the Customer’s account in the Management Console used by an individual, not for the purposes of conducting business;

**“Limits”** means technical limitations of usage of the Services related to the architecture of the Platform;

**“Linked Documents”** means documents which are the integral parts of this Agreement and apply to the Services by reference. The Linked Documents are specified in section 20 of this Agreement;

**“Management Console”** means the closed section of the Platform, access to which is provided by Nebius to the Customer for administering the Services, including but not limited to order and manage the Services; containing the Statistics on the Services used, information on the status of Personal Account, Customer login details, Billing Thresholds, Quotas and Grants of the Customer; providing means for the Parties to exchange notices and messages; performing other actions required to make use of options of the Platform;

**“Personal Account”** means a range of records describing financial relationship between Nebius and the Customer, which keeps unified total records of the Services ordered and used, contains billing information about the Customer's payments made and amounts payable under this Agreement. The Personal Account has technological nature and does not have the status of a settlement or bank account;

**“Personal data”** means any information relating to an (directly or indirectly) identified or identifiable individual, as defined by applicable data protection laws and regulations;

**“Platform”** means Nebius software and hardware platform that provides means to use the Services and other cloud resources of the Platform;

**“Quotas”** means organizational limitations of usage of the Services Nebius establishes for each Customer individually depending on the amount of the Services ordered and used by the Customer. Information on the Quotas is available in the Management Console;

**“Reporting Period”** means a calendar month unless otherwise agreed by the Parties in writing. The first Period Reporting period is defined as the period from the Effective date to the last day of the month (time zone determining the start and end of a calendar day: UTC);

**“Service Fees”** means the aggregate fees based on the Customer's usage of the Services and the Service Rates;

**“Service Rates”** means the applicable fees for each billing unit of any Service. Links to the Service Rates for a specific Service are set forth here: <https://nebius.com/prices>;

**“Services”** means cloud services or software products that allow use or certain categories of resources of the Platform. Full list of available Services is posted on the Site;

**“Site”** means a website available online at <https://nebius.com> as may be updated by Nebius from time to time;

**“Statistics”** means electronic data of Nebius' automated record systems, which contain

information on amount of the Services used, Service Fees and other information relating to use of the Services available in the Management Console;

**“Technical Support Services”** means technical support services provided by Nebius to the Customer under Technical Support Regulation in connection with the Services;

**“Trial Period”** means a period when the Customer is entitled to test the Services and examine their options;

**“User”** means any individual or entity that directly or indirectly through the Customer accesses or uses the Services under the Business account.

## **2. SCOPE OF THIS AGREEMENT**

2.1. Nebius hereby provides the Customer access to and right to use the Services and the Customer shall use and pay for the Services in accordance with the provisions of this Agreement.

2.2. To access and use the Services, the Customer shall agree to and accept the Linked Documents.

2.3. Except as expressly set forth in this Agreement, this Agreement does not grant either Party any rights, implied or otherwise, to the other's Content or any of the other's intellectual property rights.

2.4. Nebius reserves the right to refuse to provide the Services if, in its sole discretion, it determines that its volume of resources is limited or not available to adequately provide the requested Services. In such cases Nebius shall not bear any responsibility or liability for the inability to provide the requested Services due to resource constraints.

## **3. CUSTOMER UNDERTAKINGS**

3.1. The Customer hereby represents, declares and undertakes the following:

3.1.1. pay for the Services in due time;

3.1.2. shall comply with all applicable laws and regulations;

3.1.3. the Customer's engagement with Nebius is not and/or will not be in breach of any of the Customer's undertakings toward any of its other engagements;

3.1.4. independently make backup copies of the Customer Data;

3.1.5. immediately inform Nebius in case of any technical problems with the Services;

3.1.6. ensure safe storage and prevent the login details the Customer uses to access the Services from being compromised;

3.1.7. obtain and maintain any required consents, permits, registrations, privacy notices, etc. necessary to permit the processing of the Customer Data under this Agreement;

3.1.8. inform Nebius of changes in the Customer's details no later than seven (7) calendar days from the date of such changes;

3.1.9. the Customer is solely responsible for the development, content, operation, maintenance, and use of the Customer Data and hereby warrants that: (i) the Customer Data will not infringe any rights, including any privacy rights or proprietary rights, of any third parties; and (ii) it has obtained all necessary rights, releases and permissions to submit all the Customer Data to the Service and to grant the rights granted under this Agreement. The Customer Data shall not include sensitive data, unless otherwise agreed by the Parties.

3.1.10. not transfer his or her rights and obligations under this Agreement to third parties without written consent from Nebius;

3.1.11. not use the Services to create web services, software or otherwise, if such usage

violates applicable law and/or third-party rights;

3.1.12. not decompile, disassemble, or evade technical constraints of the Services and software products of Nebius, unless permitted under mandatory applicable law (e.g. interoperability or information security) and even then, only if it is necessary for the use of the Platform and within the original purposes of the Services and subject to applicable law;

3.1.13. not disable, distort, or try otherwise to circumvent any billing or accounting mechanism for the Services the Customer used;

3.1.14. follow guidelines and the Documentation when using the Platform and the Services provided on the Site;

3.1.15. the person executing this Agreement has the right, power and authority to execute documents and to contractually bind it.

## **4. CHANGES**

4.1. Nebius may, from time to time, change the terms of the Agreement, Services, SLA, Service Rates for the Services and change Acceptable Use of Policy, and other attached documents or the Linked Documents, including pricing.

4.2. Nebius will inform the Customer at least ten (10) calendar days prior to any changes to the terms of the Agreement, Service Rates, pricing or the Linked Documents become effective, except if the changes apply to new technical functionalities of the Services or new Services as to which Nebius is entitled to make changes with no prior notice and which will become effective immediately upon posting on the Site.

4.3. Nebius will notify the Customer on changes to the terms of the Agreement or any of the Linked Documents or pricing subject to clauses 4.1., 4.2. above via the Management Console or by sending an e-mail to the e-mail address registered by the Customer.

4.4. If the Customer does not agree with the changes to the Agreement, Linked Documents or pricing, the Customer may terminate this Agreement by sending a written notice of termination within ten (10) calendar days since the changes become effective. After the expiry of ten (10) calendar days without such notice, this will be deemed an acceptance of the changed terms by the Customer.

## **5. TRIAL PERIOD**

5.1. Nebius may, on a case-by-case basis, provide the Customer with the Trial Period to test new features of the Services.

5.2. During the Trial Period Nebius will be under no obligation to provide the Customer any support services with respect to the Services. Nebius provides the Customer, during the Trial Period, a non-exclusive, nontransferable right to access and use the Services for the Customer's internal evaluation purposes in accordance with the Documentation and subject to the access and use restrictions set forth in this Agreement or otherwise provided by Nebius from time to time. Following the Trial Period Nebius is not obligated to keep or store any Customer Data. Notwithstanding anything to the contrary, during the Trial Period Nebius provides the Services "as is" and "as available" without any warranties or representations of any kind. To the extent permitted by law, Nebius disclaims all implied warranties and representations, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. The Customer assumes all risks and all costs associated with its use of the Services during the Trial Period. The Customer's sole and exclusive remedy in case of any dissatisfaction or Nebius

breach of the Agreement during the Trial Period is termination of the Services provided during the Trial Period. Any obligations on behalf of Nebius to indemnify, defend, or hold harmless under this Agreement are not applicable to the Customer during the Trial Period.

5.3. The Trial Period will be limited by the time, amount of usage rights and the Grant. Nebius may also post information about time and usage limits of this Grant during the Trial Period on the Site or will notify the Customer via the Management Console or e-mail.

5.4. If the Customer continues to access and use the Services after expiry of the Trial Period, this will be deemed an acceptance of the Customer of the paid version of the Services in accordance with the terms of this Agreement. In any case, the Grant provided during the Trial Period is limited to the time of the Trial Period set for the Customer and forfeited hereafter.

5.5. Nebius may at any time limit, technically and functionally, the usage of the Services granted within the Trial Period. For the avoidance of doubt, the service levels specified in SLA will not apply to the Trial Period.

## **6. SERVICES ACCESS AND MANAGEMENT**

6.1. In order to access the Platform and the Services, the Customer must create an account associated with a valid e-mail address with features that Nebius provides to its customers.

6.2. The Customer is solely responsible for all activities on the Platform made by the Customer, its employees, representatives, agents or third parties under the Customer's control and agrees to notify Nebius immediately of any suspected or confirmed unauthorized use or access to its Business Account, Personal account, Individual account or to the Management Console. The Customer is solely responsible for identifying the authentication of all Users, for approving the access by such User and for controlling any unauthorized use of the Business Account, Personal account, Individual account or the Services. The Customer shall periodically review the list of the Users and remove access from anyone who should not have it, implement strong user access management controls on the Customer system and force password changes when needed. Nebius regularly monitors the Services for unauthorized or malicious use, however, Nebius is not responsible for any harm caused by the Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis or the Customer's local computer.

6.3. The Customer is responsible for properly configuring and using the Service subject to the Documentation and shall maintain appropriate security measures, in addition to the measures taken by Nebius as detailed in this Agreement.

6.4. The Customer will access the Platform via its own internet connection and shall have the sole responsibility for arranging access via the Internet with its internet access provider. Nebius excludes any responsibility and warranties (express or implied) for transmission or receipt of data through the Customer's internet connection. For the avoidance of doubt, Nebius does not provide services of a telecommunication service provider or internet access services.

6.5. The Customer may order, set up, and manage the Services via the Management Console, including via the command-line interface, or API's of the Services.

6.6. Further technical and organizational terms on how the Customer may access and use

the Services are determined in the Documentation posted on the Site and/or in the Management Console.

6.7. If the Customer authorizes any third parties to manage the Services on behalf of the Customer, the Customer shall ensure that such third parties (representatives of the Customer) shall comply with the terms of this Agreement and any attached or the Linked Documents referred to in the Agreement. The Customer is responsible for all activities that occur under its account, regardless of whether the activities are authorized by the Customer or undertaken by the Customer, its employees or a third party (as e.g. contractors, agents or the Users). All acts or omissions of such third parties will be attributed to the Customer as if they were its own.

6.8. If the Customer and third parties interact to manage the Services, Nebius acts solely as an intermediary that made such interaction technically possible. Nebius performs interaction-related transfer, storage, and provision of access to information which the Customer provides to third parties without changing the information. Nebius does not control or monitor the Customer Data or Content posted on the resources of the Platform by any third parties under Customer's control, and is not liable for the accuracy, quality, and permissibility of the Customer Data or the Content.

6.9. Suspension. In addition to its rights under applicable laws, Nebius may suspend or limit Customer's access to use of the Services in the following cases:

- (a) the Customer's failure to comply with AUP;
- (b) breach of warranties and representations by the Customer;
- (c) payment delay of fees payable under this Agreement;
- (d) force majeure;
- (e) if Nebius is obligated to do so by virtue of law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process;
- (f) if the Customer uses the Services in violation of third party's intellectual property rights or similar rights or applicable law;
- (g) if Nebius suspects that Business Account could be fraudulent (involves deceit with the intention to illegally or unethically gain at the expense of another entity or individual);
- (h) in any other cases, specified in this Agreement and the documents referred to in this Agreement, including the breach of provisions of section 3;
- (i) in other cases specified in subsection 9.2.6. of this Agreement.

## **7. SERVICE RATES**

7.1. Unless otherwise stipulated hereof, links to applicable Service Rates for a specific Service are available on the Site at: <https://nebius.com/prices>. A Service Rate unit not fully used up by the Customer will remain charged as a complete one, unless terms of use of specific Services stipulate otherwise. Service Rates specified on Site do not include taxes (i.e., VAT, GST, Sales Tax), unless expressly stated otherwise. The Customer is solely responsible for the payment of all applicable taxes, fees, and duties (collectively referred to as "Taxes") associated with the Services provided under this Agreement.

7.2. Each Party will be responsible, as required under applicable law, for identifying and paying all Taxes and other governmental fees and charges that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by the Customer are exclusive of Taxes, except where applicable law requires

otherwise.

7.3. Whenever Nebius is legally obliged to collect or pay any applicable Taxes, the Taxes will be invoiced to the Customer by Nebius and the Customer will be obliged to pay amounts of such Taxes to Nebius.

7.4. The Customer may be required to provide information to Nebius as reasonably required to determine whether Nebius is obliged to collect amounts of Taxes from the Customer under local tax legislation. Customer will provide Nebius with any applicable tax identification information or further documentation or information, that Nebius may require under applicable law to ensure its compliance with applicable tax law, regulations and authorities. The Customer will be liable to pay or reimburse Nebius for any taxes, interest, penalties, or fines arising out of any misdeclaration or misinformation provided by the Customer to Nebius.

7.5. The Services price, fees and/or charges payable to Nebius will be exclusive of all applicable Taxes and will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, the Customer will pay such additional amount, as necessary, to ensure that the net amount received by Nebius is equal to the amount then due and payable by the Customer for the Services.

7.6. Entering into this Agreement, the Customer represents that it acquainted and agreed with the effective Service Rates posted on the Site. Nebius may from time-to-time change the Service Rates by updating the relevant information on the Site at URLs of pricing for specific Services, subject to prior notice of the Customer according to clause 4.2. Updated Service Rates shall become effective from the date specified when posting, but in any case, not earlier than commencement of the next Reporting Period following the period within which the rates were changed.

7.7. Nebius may at its sole discretion provide the Customer with discounts or pricing offerings based on the amount of Services the Customer ordered, time of usage and other parameters to measure the usage of the Services. Discounts (bonuses) and special offers for Customers are set in permanent and temporary (limited validity) offers (promotions) detailed on the Site or in the Management Console.

7.8. If stipulated by the Service Rates, Nebius has the right to provide the Customer with the Committed Volume of Services provided that the Services are used on a paid basis, and the Customer shall pay for it pursuant to the terms set forth in the Agreement, Site and Management Console, regardless of whether the Customer uses the requested Committed Volume of Services or not. The Customer shall request the period and volume of the Committed Volume of Services and shall agree it with Nebius by signing an annex or an additional agreement or through the Management Console (if it provides such an opportunity).

7.9. If the total volume of the Customer's use of the reserved Service exceeds the Committed Volume of Services during the respective Reporting Period, the Customer shall additionally pay for the difference between the total use of such Service and Committed Volume of Services in the manner stipulated hereof.

## **8. PAYMENT PROCEDURE**

8.1. To get access to the Services after creating the Business Account, the Customer shall make an advance payment in the amount indicated in the Management Console. The amount is further subject to set-off against the amount to be paid by the Customer for the

consumed Services in accordance with the invoice provided by Nebius. In case the Customer does not make the payment, the access to the Services will not be granted.

8.2. The Customer shall pay the Service Fees based on the Customer's usage of the Services and in accordance with the Service Rates, unless any other payment terms are established under the Service Terms or additionally agreed by the Parties.

8.3. The Customer may access and use the Services unless the Customer has reached the Billing Threshold provided by Nebius. The Billing Threshold may be granted to the Customer, at Nebius' sole discretion, upon ending of the first Reporting Period.

8.4. Nebius will no later than five (5) calendar days after the end of the Reporting Period provide the Customer with an invoice based on the amount of Services ordered and used by the Customer in the Reporting Period. Statistics of usage of the Services in the Reporting Period is available in the Management Console. If Nebius suspects that the Business account is fraudulent or at risk of non-payment or reached the Billing Threshold, Nebius may choose to bill the Customer more frequently for the accrued fee.

8.5. If Customer does not provide any written objections to the invoice within fourteen (14) calendar days following the corresponding Reporting Period, Customer waives any and all claims relating to the Statistics and the Service Fees in such Reporting Period (except claims provided according to SLA).

8.6. The Customer shall pay the Arrears within thirty (30) calendar days following the end of respective Reporting Period at the latest.

8.7. Customer pays the Arrears as invoiced by Nebius, except for when using the Corporate Linked Card. The Corporate Linked Card may be debited to pay the Arrears on any day after the end of the respective Accrual Period. The Customer is solely responsible for the correctness of payments. When making payments via wire transfer, the Customer shall indicate the number of the Agreement and number of Personal Account. If Nebius suspects that Business account is fraudulent or at risk of non-payment or reached the Billing Threshold, Nebius may choose to bill the Customer more frequently for the accrued fee without waiting for the end of the respective Reporting period.

8.8. The Customer shall pay all applicable Service Fees and charges for usage of the Services using one of the payment methods Nebius supports. All bank charges and commissions connected with payment for the Services shall be paid by the Customer. The Customer's obligation to pay all Service Fees is non-cancellable. All amounts payable by the Customer under this Agreement may not be withheld or deducted by setting off with counterclaims.

8.9. Usage of Corporate Linked Card. When entering into the Agreement, the Customer may activate the Corporate Linked Card payment method in the respective section of the Management Console (in case this payment method is made available by Nebius).

8.9.1. By activating the Corporate Linked Card as payment method the Customer expresses full consent and authorizes Nebius:

8.9.1.1. to initiate one or more debits for the total amount of purchase from these cards;

8.9.1.2. to process and to store the following data: the Customer's name, card expiry date, which has been specified by the Customer by linking the Corporate Linked Card;

8.9.1.3. to transfer the data of the Corporate Linked Card to an authorized payment processor, an electronic money operator, or other parties to settlements and information technology interaction.

8.9.2. Payment with the Corporate Linked Card is made with Nebius involving an authorized payment processor, an electronic money operator, or other parties to

settlements and information technology interaction. Nebius does not warrant the error and failure free operation of the said parties to settlements and information technology interaction.

8.9.3. When indicating details of the Corporate Linked Card and further using of the Corporate Linked Card, the Customer confirms and warrants that the Customer indicated reliable and full information on bank card and complies with rules of international payment systems and requirements of the bank that issued the Corporate Linked Card. The following details in relation to this Agreement shall be included in the transaction confirmation: card number, transaction amount, surcharges (if applicable), transaction currency, transaction date, authorization code, Nebius's location.

8.9.4. Failure to debit the Corporate Linked Card for any reason does not release the Customer from obligation to pay for the Services used on the due dates set by this Agreement.

8.9.5. The data of the Corporate Linked Card is used for purposes of entering into and executing the Agreement for the duration of this Agreement. Nebius transfers and receives only the data of the Corporate Linked Card that is necessary for the specified purpose.

8.9.6. The Customer may contact via support@nebius.com if any questions arise in respect of the cancellation and/or refund.

8.9.7. Late payments are subject to an interest rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. The Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Nebius in collecting such outstanding amounts. Nebius may suspend the Customer's right to access to the Services for any late payment and Nebius may cancel special pricing offerings (including, but not limited, Grants, discounts (bonuses) and etc.) provided to the Customer with prior written notice which will come into force next day from the day of sending of the notice.

## **9. RIGHTS AND OBLIGATIONS**

9.1. Nebius shall:

9.1.1. provide the Customer with Technical Support Services as detailed in the terms of Technical Support Regulation;

9.1.2. perform the Services according to applicable laws and regulation;

9.1.3. use the Customer Data uploaded on the resources of the Platform solely for the purposes of this Agreement.

9.1.4. provide the Service in compliance with this Agreement, including the Documentation and shall correct errors in accordance with the SLA attached herein.

9.2. Nebius may:

9.2.1. set and change the Limits and the Billing Threshold for usage of the Services; set the Quotas; change Quotas upon the request. The Limits, Quotas, Billing Threshold and other limitations of the usage of the Services may vary for different categories of customers;

9.2.2. from time to time scan the publicly available resources of the Platform by using special Nebius software to verify compliance with safety and legal requirements and detect whether dangerous or legally prohibited Content is uploaded on the resources of the Platform. The Customer Data will not be harmed or deleted in the process, unless it is in breach of this Agreement including Nebius Acceptable Use Policy;

9.2.3. take preventive measures for maintenance of the Platform, that result in temporary interruptions in the operation of the Services to the extent permitted by the terms of this Agreement and the documents referred to in this Agreement, subject to prior notification to the Customer;

9.2.4. request the Customer to provide additional information and/or documents for confirmation of the reliability of the details provided when Customer signed up to Platform and concluded this Agreement. Nebius may suspend the Customer's access to Services if the Customer fails to provide the requested information within five (5) calendar days from the date of request;

9.2.5. involve third parties to provide the Services but remaining responsible for their actions;

9.2.6. limit or block access to the Customer Data or suspend Customer's access to a certain Service or all of the Services in the following cases:

(a) If Nebius is obligated to do so by virtue of law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process;

(b) If Nebius receives from a third party any allegation, complaint, claim, inquiry, demand or any other request stating that Customer's Content infringed a third-party's rights or applicable law;

(c) If Customer's Content threatens the normal operation of Platform and Services;

(d) If Nebius has reasonable grounds to believe that the Customer, its subsidiaries, their respective directors, officers, employees or affiliates are in violation of Sanctions or are (likely to become) the Sanctions Target (as "Sanctions" and "Sanctions Target" are defined in this Agreement).

(e) If the Customer does not comply with the terms of the Agreement.

9.2.7. in case when the Customer uses Nebius Marketplace, Nebius may transfer to Software Product Owner, as this term is defined in the Terms of Use of Nebius Marketplace, information (excluding personal information) about the Customer's use of the Services, and such information may include the name of the Customer and statistical data;

9.2.8. refuse to transfer resources to another contract if there is Arrears on the Personal Account.

## **10. PERSONAL DATA AND DATA PROCESSING**

10.1. Nebius may process data which the Customer provides when signing up, creating an account and logging into the Platform, subject to the terms set in the Privacy Policy available at <https://docs.nebius.com/legal/privacy>, as data controller according to the applicable data protection laws, in order to conclude, manage, administer, execute and implement this Agreement.

10.2. The Customer is responsible for (a) any required notices, consents and/or authorizations related to the provision of the Services, and Nebius processing of any Personal Data as part of the Services provided by Nebius, as well as of any use by the Customer or its employees of the Services in a manner that is inconsistent with the terms of this Agreement. For more information on how Nebius processes personal information when acting as controller of personal data, please refer to Privacy Policy available at <https://docs.nebius.com/legal/privacy>.

10.3. The Platform is not intended for the storage of the Personal data of any kind. Any use of the Platform for such purposes is strictly prohibited, and the Customer shall be solely responsible for compliance with all relevant data protection laws and regulations. Nebius shall not be liable for any damages, losses, or legal consequences arising from the Customer's failure to comply with this prohibition.

## **11. INDEMNIFICATION**

11.1. The Customer will defend, hold harmless and indemnify Nebius, its affiliates, agents, subcontractors, partners, licensors and each of their respective employees, officers, directors from any and all losses arising out or relating to any third party claims concerning: (a) any Customer Data and infringement of third-party rights by the Customer (in particular, but not limited, intellectual property rights, similar rights as e.g. know-how or data protection or privacy rights); (b) the Customer usage of the Services (including any activities under the Business Account, Individual Account and use by the Customer employees and personnel); (c) breach of this Agreement and any Linked Documents or violation of applicable law by the Customer (including by any person/entity under the Business Account, Individual Account and/or the Customer's employees and personnel). The Customer will reimburse Nebius for reasonable attorneys' fees and legal expenses.

11.2. Nebius will defend and indemnify the Customer against any third-party claim alleging that the Services infringe or misappropriate third party's intellectual property rights. Nebius' indemnity shall not exceed the total amount paid by the Customer to Nebius during the six (6) months preceding the date on which the liability giving rise to the indemnification claim arose.

11.3. The obligation applies only if the Customer: (a) gives Nebius prompt written notice of the claim; (b) permits Nebius to control the defense and settlement of the claim; and (c) reasonably cooperates with Nebius in the defense and settlement of the claim. In no event may the Customer agree to any settlement of any claim without the written consent of Nebius.

11.4. The obligation under this section will not apply to the extent the underlying allegation arises from: (a) the Customer breach of this Agreement or violation of applicable law; (b) modifications to Nebius technology or the Services by anyone other than Nebius.

## **12. WARRANTIES AND REPRESENTATIONS**

12.1. Nebius warrants and represents that:

(a) it has all right, power and authority to enter into this Agreement, to provide the Services and perform all of its obligations hereof.

(b) Service level and availability of the Services will be consistent with SLA agreed with the Customer in this Agreement. All possible compensations for underperformance of SLA or non-compliance are solely determined by the compensation rules set forth in SLA as a sole remedy and other statutory claims (e.g. damages or step-in rights) are excluded.

12.2. Nebius makes no express or implied representations and/or warranties, including any implied or express warranties relating to the Services and/or their suitability for specific purposes of the Customer.

12.3. The Customer acknowledges and accepts that third-party Content might not be uninterrupted, error free or free of harmful components, and that any Content might not be secure or not otherwise lost or altered. Nebius will not be liable for any disruption or loss the Customer may suffer as a result and will not be liable for archiving and backing up the

the Customer's Data. In the event of an outage, the Customer may not be able to retrieve Customer Data or data that has been stored. The Customer shall backup Customer Data and data stored on the Platform.

12.4. Nebius is not responsible and therefore cannot be held liable by the Customer for claims and actions of third parties, if the Customer provides services to such third parties by using the Services. Nebius is not responsible and therefore cannot be held liable by the Customer for violations of third-party rights resulting from actions of the Customer while using the Services.

12.5. Nebius is not responsible and therefore cannot be held liable by the Customer for claims of the Customer related to remote access to the Services, related to the quality of operation of telecom operator networks, traffic exchange policies of telecom operators, the operation of the Customer's equipment and software, and other circumstances beyond the control of Nebius.

12.6. EXCEPT AS SET FORTH ABOVE, THE SERVICES, THE PLATFORM AND THE DOCUMENTATION ARE PROVIDED "AS IS". EXCEPT TO THE EXTENT PROHIBITED BY LAW, NEBIUS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, THE PLATFORM AND THE DOCUMENTATION; AND DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES: (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT; (II) THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED; OR (III) THAT ANY CUSTOMER DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

12.7. The Customer warrants and represents that:

- (a) all details provided by the Customer, when the Customer signed up to the Platform and concluded this Agreement are accurate, complete, and reliable;
- (b) the Customer reviewed all the limitations and guides how to use the Services, accepts, and undertakes to comply with them;
- (c) the Customer provided all necessary notices, made all necessary registrations and secured all the necessary consents of third parties and legally holds all the necessary rights to information and the Customer Data uploaded on the resources of the Platform;
- (d) the Customer checked the Services and has found the Services suitable for his needs, and he waives any claim and/or demand towards Nebius in this regard;
- (e) the Customer or its licensors own all rights, titles, and interests in and to the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data;
- (f) the Customer Data will not violate AUP;
- (g) the Customer meets the requirements of applicable law in its activities;
- (h) the Customer complies and shall comply with all applicable export, trade, economic and financial laws and regulations, including those administered and enforced by the United States, European Union ("EU") and relevant Member States, the United Kingdom, the United Nations Security Council or any other government bodies with jurisdiction over the Customer's activities (collectively "**Sanctions**").

Neither Customer nor its subsidiaries, nor their respective directors, officers, employees, or affiliates is identified on any applicable government list of restricted or prohibited parties, nor is owned or, where relevant under applicable Sanctions, controlled by the same ("**Sanctions Targets**").

In performing this Agreement Customer will not, directly or indirectly, engage in any unauthorized business or dealings with any Sanctions Targets or otherwise engage in any activities prohibited by Sanctions.

Should Customer become a Sanctions Target or should Nebius reasonably determine that it cannot perform its obligations under this Agreement due to Sanctions-related prohibitions (each a “Sanctions Event”), Nebius may terminate this Agreement effective immediately. Customer shall hold Nebius harmless against all liabilities, and, to the extent permitted by Sanctions, indemnify Nebius for all costs, expenses, damages, and losses incurred by Customer arising from the Sanctions Event.

(i) In the event of a security incident that occurred due to the Customer's actions or omissions and resulted in a compromise of the Platform's security, the Customer shall cooperate fully with Nebius in the investigation and remediation efforts, including timely reporting of the incident, provision of relevant logs, and compliance with forensic investigations.

(j) Neither the Customer nor any other person acting for or on Customer's behalf or Customer's Ultimate Beneficial Owners (UBOs), are incorporated, registered, located and/or resides in Russia and/or Belarus. The Customer declares that they will not use or integrate the Services in any Customer's activities related to Russia and/or Belarus. The Customer shall immediately notify Nebius in writing of any breach of the foregoing representation or any change in ownership or other material change in fact that makes the foregoing representation no longer accurate.

Nebius reserves the right to terminate the Agreement immediately if it reasonably determines that the Customer is in breach of this provision. Nebius will not be liable for any losses incurred by the Customer due to such termination.

12.8. In the event that, after execution of this Agreement, the Customer has a reasonable basis to believe that any of the foregoing warranties and representations may no longer be true or have been breached, the Customer shall immediately notify Nebius in writing.

12.9. the Customer is not permitted (i) to sub-license/distribute/provide to other third parties, and (ii) to use Services (as well as software products and any other IP rights constituting a part of or the whole Service) to distribute, import, make available, publicly perform, and publicly display the same.

12.10. Customer shall not use the Services (as well as software products and any other IP rights constituting a part of or the whole Service) for the Restricted Purpose.

Restricted Purpose: use of the Services (as well as software products and any other IP rights constituting a part of or the whole Service) for/within products (including in software solutions and/or in services related to such software solution) and/or within the objects (tangible property) that can be used by the Customer for the following military purposes (in accordance with their technical documentation):

(a) in weapons and military equipment; or

(b) in ammunition; or

(c) in military transport for purposes of military use (including ground, air, naval and space).

### **13. THIRD PARTY SERVICES**

The Services may contain third party components and services, including links to other web sites (“**Third Party Services**”). Such Third Party Services are offered by third parties with separate legal notices or governed by other agreements. Nebius is not responsible and cannot be held liable for the availability (or lack of availability) of Third Party Services. If

the Customer chooses to interact with the third parties made available through the Service, such third party's terms will govern their relationship with the Customer and the Customer will be responsible for its compliance with such third party's terms. Nebius is not responsible or liable for Third Party Services or for such third parties' terms or actions.

## **14. LIMITATION OF LIABILITY**

14.1. Nebius and Nebius' suppliers will not be liable to the Customer for any indirect, incidental, special, consequential or exemplary damages (including damages for loss of profits, business, anticipated savings, revenues, goodwill, reputation, customers, use or data).

14.2. Nebius will not be responsible for any compensation reimbursement, or damages arising in connection with:

14.2.1. the Customer's failure to use the Services, including as a result of any termination or suspension of this Agreement or the Customer's use or access to the Services, or cease of any or all of the Services, or, without derogation of any obligations under SLA, any unanticipated or unscheduled downtime of all or a part of the Services for any reason.

14.2.2. any unauthorized access to, alteration of or the deletion, destruction, damage, loss or failure to store any of the Customer Data or other data.

14.2.3. In any case the aggregate liability under this Agreement, including any liability for a failure of Nebius to comply with a representation, warranty or indemnity obligation, will not exceed the amount the Customer actually paid Nebius under this Agreement during the 3 (three) months before the liability arose.

14.2.4. security breaches or incidents that result from the Customer's or its agents', contractors', affiliates' failure to maintain appropriate security measures.

14.3. The foregoing limitations of liability will apply only to the maximum extent permitted by applicable law and regardless the form or cause of action, whether in contract, tort or otherwise.

## **15. TERM AND TERMINATION**

15.1. This Agreement becomes effective from when the Customer accepts it and is deemed to be concluded for an indefinite period.

15.2. Termination. The Customer may terminate for convenience this Agreement by written notice sent to Nebius at least ten (10) calendar days before the expected date of termination.

15.3. If the Customer does not agree with changes to any Linked Document, the Customer may terminate this Agreement for convenience by notifying Nebius in writing within ten (10) calendar days since the changes become effective. The Agreement shall be deemed terminated from the date when Nebius receives the Customer's notice.

15.4. The Customer's termination notice shall be sent as a scanned copy of a notice signed by the Customer or an authorized representative of the Customer to Nebius' e-mail address indicated on Site.

15.5. Nebius may terminate the Agreement for cause with the Services being immediately disabled and with no expenses or damages reimbursed without notice if the Customer infringed any of its obligations under this Agreement, in particular in the following cases:

(a) The Customer repeatedly (more than twice) violates any payment terms of this Agreement;

(b) The Customer fails to remedy the breach of the Agreement, which is the reason for

suspension, provided that, suspension lasted for more than seven (7) calendar days;

(c) The Customer fails to comply with AUP, which caused the violations of third-party rights or applicable law;

(d) The Customer fails to comply with anticorruption clause stipulated in this Agreement;

(e) The Customer's breach of warranties and representations provided hereof.

15.6. Nebius may terminate this Agreement in full or in partial at any time in respect of the Services rendered free of charge.

15.7. Nebius may terminate this Agreement, upon its discretion without cause (for convenience) at any time, upon a thirty (30) days prior written notice to the Customer.

15.8. Nebius may also terminate the Agreement for cause with the Services being immediately disabled and with no expenses or damages reimbursed without notice in the following cases:

(a) Customer becomes: (i) the subject of any Sanctions; (ii) Customer becomes the subject of any other applicable sanctions;

(b) in order to comply with applicable law or requests of governmental entities.

15.9. Nebius is entitled to terminate this Agreement with the Services being immediately disabled and with no expenses or damages reimbursed if Nebius' relationship with a subcontractors or partners who provides software or other technology Nebius uses to provide the Services expires, terminates or requires Nebius to change the way Nebius provides the Services;

15.10. If there are unused funds on the Personal Account, Nebius will return such funds to the Customer within thirty (30) calendar days after termination of this Agreement based on a written application of the Customer signed by the Customer or an authorized representative of the Customer. The Customer must submit to Nebius an application for return. Nebius may withhold the Service Fees payable by the Customer, accrued liquidated damages, and losses Nebius incurred as a result of the Customer's failure to perform contractual obligations, from any amounts to be refunded to the Customer.

15.11. The procedure for deleting information and the Content in cases of suspension of its access to Services and termination of Agreement.

15.11.1. Nebius stores the Customer Data uploaded on the resources of the Platform as follows:

- within sixty (60) calendar days from when access to the Services is suspended due to the Customer's failure to comply with the terms of payment for the Services and/or the Trial Period runs out;
- within sixty (60) calendar days from when the Customer's access to the Services is suspended due to the non-compliance of the Customer with other terms and conditions of the Agreement.

Nebius is entitled to mark information and Content uploaded on resources of the Platform as "deleted" and to delete them along with resources of the Platform within 72 hours upon expiration of terms stipulated above in case if the Customer fails to remedy the violations that caused suspension of access to the Services.

Services of Content storage, rendering within period of suspension, are payable according to the Service Rates.

15.11.2. Nebius is entitled to delete the Customer Data before expiration of terms

stipulated above in event of early termination of the Agreement by Nebius. If the Customer's access to the Services was suspended during the Trial Period, Nebius, at its discretion, may delete resources of the Platform along with the Customer Data.

15.11.3. The procedure and terms for deleting the Customer Data from the resources of the Platform upon the Customer's request, as well as in cases when the Customer's access to the Services is suspended due to breach of the terms and conditions of the Agreement, are specified in the documentation specified on the Site at: <https://docs.nebius.com/overview/data-deletion>.

15.11.4. In case of termination of the Agreement the Customer Data uploaded on the resources of the Platform is marked and deleted along with resources of the Platform used by the Customer within 72 hours after termination of the Agreement unless applicable law stipulates any other storage period.

15.12. Termination options set out in this the Agreement are sole possibility for the Customer to terminate the Agreement.

15.13. Irrespective of the grounds for termination, termination shall neither affect any of the Customer's payment obligations accrued until termination takes effect, nor shall termination affect payments made by the Customer prior to such termination.

## **16. APPLICABLE LAW AND DISPUTES RESOLUTIONS**

This Agreement and any attached or linked documents shall be governed and construed in accordance with the laws of the Netherlands. All disputes arising out of or in connection with this Agreement shall be solely submitted to the courts of Amsterdam.

## **17. CONFIDENTIALITY**

17.1. Confidential information means any information of the disclosing party, including, but not limited to: scientific, technical, technological, production, financial, economic, or other information, including information on information security, identification/authentication, and authorization (logins, passwords, etc.) tools, software and hardware suites, principles of their operation, source codes (their parts) of computer programs; statistics, information on customers, products, services, research findings. The Parties undertake not to disclose or transfer to any third parties' confidential information obtained from each other while implementing Agreement, except as specified in the Agreement, stipulated by applicable law or agreed by the Parties in writing, and not to use it for purposes contrary to purposes of the Agreement.

17.2. Receiving Party shall in no event use a lower degree of care in safeguarding the disclosing Party's Confidential information than it uses for its own information of like sensitivity and importance and upon discovery of any unauthorized disclosure of Confidential information in its possession the receiving Party shall use its best endeavors to prevent any further disclosure or unauthorized use thereof.

17.3. Confidentiality obligations do not apply to any information in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving Party.

17.4. If Confidential information is disclosed in breach of this section, Party at fault undertakes to indemnify for losses caused by such disclosure, if the affected Party requests so.

17.5. The obligations set forth in this section shall bind the Parties for a period of five (5) years from the date of disclosure of Confidential information and such obligations shall

survive the termination or earlier expiration of this Agreement.

17.6. The following information provided by the Parties is not deemed of being the breach of confidentiality:

- (a) information is required by applicable law or regulatory, legal or administrative process, or any other order or mandate of a court or other governmental authority, to be disclosed by the receiving party but, only to the minimum extent required and for the purpose of such order, and provided that the receiving party first notifies disclosing party of the order (if not prohibited by applicable law) and, upon the request of the disclosing Party, receiving party shall use commercially reasonable efforts to assist the disclosing party, at the disclosing Party's sole expense, in seeking an appropriate protective order;
- (b) information provided to auditors and external consultants subject to such persons undertook to protect the confidentiality of information transferred under terms that ensure equal or higher level of protection as compared to the terms of the Agreement;
- (c) information provided to a Party's affiliates, if such provision to an affiliate is reasonably needed for the Party to discharge its contractual obligations and the affiliate undertook to protect the confidentiality of information transferred under terms that ensure equal or higher level of protection as compared to the terms of the Agreement;
- (d) information provided to third parties involved to provide all or some Services, if such parties undertook to protect the confidentiality of information transferred under terms that ensure equal or higher level of protection as compared to the terms of the Agreement;

17.7. Any references to Nebius shall only be published and the fact and/or details of cooperation relating to this Agreement shall only be communicated to third parties or the public with the prior written consent of Nebius, except where applicable law obligates to provide the relevant information.

## 18. NOTICES

18.1. Nebius may send any notices, messages, and documents, needed for providing the Services, to the Customer by e-mail or by posting such notices, messages, and documents on the Site and/or in the Management Console and/or by SMS messaging to a mobile phone number, provided by the Customer in the Management Console. Notices Nebius provides by posting on the Site will be effective upon posting and notices Nebius provides by e-mail will be effective when Nebius sends the e-mail. It is the Customer responsibility to keep the Customer e-mail address current. The Customer will be deemed to have received any email sent to the e-mail address then associated with the Customer account when Nebius sends the e-mail.

18.2. The Customer may send messages and notices to Nebius by Nebius's e-mail specified on the Site or via feedback forms available to the Customer on the Site or the Management Console. All legal notices must be in writing and signed by authorized representative of the Customer.

18.3. The Parties confirm that the exchange of documents, including letters, notifications, notices, and other communications transferred in any way specified above, will have evidential significance and full legal force.

## 19. MISCELLANEOUS

19.1. **No agency.** This Agreement does not create any agency, partnership relations, joint activity relations, employment, or any other relations between the Customer and Nebius

that are not expressly stipulated in the Agreement.

19.2. **Severability.** If any term (or part of term) of this Agreement and/or any document referred to in the Agreement is invalid, void, illegal, and unenforceable, the rest of the Agreement and any document referred to in the Agreement will remain in effect.

19.3. **No waiver.** Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement and/or any document referred to in the Agreement.

19.4. **Assignment.** The Agreement provides no assignment of any rights or no license granted by Nebius to the Customer for any parts of the Platform and the Services, unless otherwise expressly stipulated in the Agreement and the documents referred to in the Agreement.

19.5. The Customer may not assign any part of this Agreement or the documents referred to in the Agreement without prior written consent of Nebius.

19.6. Nebius reserves the right to assign, transfer, or delegate any of its rights, duties, or obligations under this Agreement to another company or entity, provided that Nebius notifies the Customer of such assignment in writing at least ten (10) calendar days in advance. The Customer acknowledges and agrees that such assignment shall not relieve Nebius of its obligations under this Agreement, and the assigned entity shall assume all rights, duties, and obligations of Nebius herein.

19.7. **Trademark.** The Customer authorizes Nebius to use a logo, trademark, trade name and/or name of the Customer's software product and/or the Customer's Site for information, for advertising and marketing purposes with no need to secure any additional consent of the Customer and with no remuneration payable to the Customer for such use.

19.8. **Anticorruption clause.** The Parties adhere to the applicable anticorruption laws. The Parties hereby acknowledge and confirm that they have adopted a policy of zero tolerance to bribery and corruption, involving a total ban on any corrupt practices and on any facilitation payments. The Parties, their affiliates, employees, as well as intermediaries and representatives directly or indirectly involved in performance of the Parties' obligations (including agents, commission agents, customs brokers and other third parties), shall not accept, pay, offer to pay, allow or authorize the payment/acceptance of any funds or transfer of any benefits (including intangible benefits), directly or indirectly, to/from any persons for the purpose of influencing any actions or decisions with the intention of obtaining any improper advantage, including bypassing any legally prescribed procedure or pursuing other illegal purposes. This clause constitutes the Parties' representations. Either Party may unilaterally withdraw from the Agreement if the other violates the obligations stipulated by this clause. If a Party suspects that any provisions of this clause have been or might be violated, the Party concerned undertakes to immediately notify the other of its suspicions in writing.

19.9. **Force Majeure.** Parties are released from liability for partial or full failure to discharge the obligations under the Agreement, if such failure was caused by force majeure in accordance with applicable laws, including acts of God; natural and industrial disasters; acts of terrorism; hostilities; civil unrest; adoption by public bodies of acts prohibiting or restricting activities of Parties under the Agreement; other circumstances that have arisen after the Agreement was signed as a result of emergencies the Parties could neither foresee nor prevent, which make it impossible to discharge (properly discharge) the obligations of the Parties.

19.10. If force majeure occurs, each Party shall notify the other Party. The notice shall

describe the nature of the force majeure and contain official documents certifying its existence and, if possible, evaluating its effect on the Party's ability to fulfill its contractual obligations.

19.11. If force majeure or its consequences last for one (1) month or more, either Party may unilaterally terminate the Agreement for convenience.

19.12. **Parties' Details.** If Parties change their name, their legal status, addresses and/or settlement details and make other changes that may affect the implementation of the Agreement, a Party that made changes shall notify the other Party within five (5) calendar days from when such changes became effective.

19.13. **Survival.** Obligations of Parties, which, by their nature, shall remain in effect (including, but not limited to confidentiality, obligations to use information), will survive the termination of this Agreement.

19.14. **Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, the body of the Agreement shall prevail. If Nebius provides this Agreement in more than one language for the country of the Customer's billing address, and there is a discrepancy between the English text and the translated text, the English text will govern.

19.15. This Agreement may be executed in counterparts, each of which shall have equal legal force.

## 20. LINKED DOCUMENTS

Linked Documents are an integral part of this Agreement by reference and accepted together with this Agreement, namely:

**Nebius Acceptable Use Policy ("AUP")** is set forth

here: <https://docs.nebius.com/legal/aup>

**Nebius Service Terms ("Service Terms")** are set forth

here: <https://docs.nebius.com/legal/service-terms>

**Nebius Privacy Policy ("Privacy Policy")** is set forth

here: <https://docs.nebius.com/legal/privacy>

**Rules for performing of External Security Scans** is set forth

here: <https://docs.nebius.com/legal/pentest>

**Service Level Agreement ("SLA")** is set forth here: <https://docs.nebius.com/legal/sla>

**Technical Support Regulation ("TSR")** is set forth here: <https://docs.nebius.com/legal/tsr>

**Terms of Use of Nebius Platform** is set forth here: <https://docs.nebius.com/legal/terms-of-use>

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Nebius B.V.

Address (location): Gustav Mahlerlaan 300, 1082 ME Amsterdam

Registration number (CCI): 87477238

Web address: <https://docs.nebius.com/legal/agreement>

Date of placement: September 17, 2024

Effective date: September 17, 2024