

# Nebius Services Agreement

This Nebius Services Agreement, together with any other terms and policies incorporated herein by reference, including the Linked Documents, the Documentation, and any Purchase Orders, which 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 TO ACCEPT OR OTHERWISE AGREES TO THIS AGREEMENT, IT WILL BE EFFECTIVE IMMEDIATELY, AND THE CUSTOMER AGREES ON BEHALF OF ITSELF AND ITS ORGANIZATION TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

## 1. TERMS AND DEFINITIONS

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

“**Authorized User**” means any User who has been explicitly designated by the Customer and granted specific administrative rights and permissions to manage the Services;

“**Billing Threshold**” means a maximum negative balance of the Customer Account, if exceeded, Nebius automatically charges the Customer for the consumed Services;

“**Committed Volume of Services**” means the predefined volume and quantity of Services that the Customer has requested for a specific period and that Nebius has agreed to provide for a fixed price, regardless of whether actual consumption is below the committed volume. Any consumption exceeding the Committed Volume will be charged additionally in accordance with the terms of the Agreement;

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

“**Customer**” means an individual or a legal entity that enters into this Agreement with Nebius to access and use the Services as described herein;

“**Payment Method**” means the method by which the Customer shall make payments to Nebius, including, but not limited to, wire transfer, ACH, credit card, or any other, approved by Nebius and displayed in the Customer’s account;

“**Customer Data**” means the Content uploaded by the Customer to the Platform;

“**Arrears**” means negative balance of the Customer 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;

**“Limits”** means technical limitations on the 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 as specified in Section 20;

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

**“Purchase Order”** means a written or electronic document issued by Nebius to Customer under this Agreement, specifying the services to be provided, Committee Volume of Services or pay-as-you go (on-demand) model, fees, and any other applicable terms. Each Purchase Order shall incorporate and be governed by the terms and conditions of this Agreement, unless expressly stated otherwise.

**“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 Reporting period is defined as the period from the Effective date to the last day of the calendar month (time zone determining the start and end of a calendar day: UTC);

**“Service Fees”** means the aggregate fees defined by Nebius based on the Customer's usage of the Services and the Service Rates and/or Committed Volume of Services ordered by the Customer;

**“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 the use of certain categories of resources of the Platform. Full list of available Services is posted on the Site;

**“Site”** means the 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 that directly or indirectly through the Customer accesses or uses the Services under the Customer Account.

## 2. SCOPE OF THIS AGREEMENT

2.1. Nebius hereby provides the Customer access to and right to use the Services on an on-demand basis and/or as Committed Volume of Services, as applicable, and the Customer shall use and pay for the Services in accordance with the provisions of this Agreement and any Purchase Order.

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

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. For on-demand Services, 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. Nebius shall not bear any responsibility or liability for the inability to provide or any delay in providing the requested Services due to resource constraints or any other technical limitations.

## 3. WARRANTIES AND REPRESENTATIONS

3.1. Each Party warrants and represents that it has all right, power and authority to enter into this Agreement and to perform all of its obligations hereto.

3.2. The Customer warrants and represents that:

(a) all details provided by the Customer are accurate and complete, and Customer will keep such information current at all times during the term of this Agreement;

(b) the Customer's engagement with Nebius is not and/or will not be in breach of any of the Customer's agreements to which it is a Party;

(c) the Customer and all of its Users have provided all necessary notices, made all necessary registrations, obtained all the necessary rights, licenses, consents, releases and permissions of third parties and legally hold all the necessary rights, title and interest to the Customer Data to process the data under this Agreement and/or grant the rights granted to Customer under this Agreement;

(d) Customer's Data and its use thereof does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade a right of privacy, publicity or other property rights of any other person; or (iii) cause Nebius to violate any law, regulation, rule, or rights of third parties;

(e) the Customer has reviewed the Services, the Documentation, and all Linked Documents and has found the Services suitable for its needs, and it waives any claim and/or demand towards Nebius in this regard;

(f) the Customer is solely responsible for the development, content, operation, maintenance, and use of the Customer Data;

(g) the Customer Data does not and will not violate AUP;

(h) The Customer warrants, represents, and certifies that it is not the subject or target of any sanctions administered or enforced by the UN Security Council, the US Government (including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury (“OFAC”), the Bureau of Industry and Security of the US Department of Commerce (“BIS”) or the US Department of State and including, without limitation, the designation as a “specially designated national” or “blocked person”), the European Union or any Member-State, His Majesty’s Treasury, or other relevant sanctions authority (collectively, “Sanctions Authorities”). This includes, but is not limited to, designation on any lists maintained by a Sanctions Authority (such as OFAC’s Specially Designated Nationals List, OFAC’s Foreign Sanctions Evaders List, and BIS’s Entity List), as well as location, organization, or nationality in a country or region subject to applicable comprehensive sanctions. The Customer also confirms that it is not owned or controlled by any party on any sanctions lists administered or enforced by a relevant Sanctions Authority; and

(i) the Customer, and all of its operations, the Customer Data, and the Customer’ use of Services, are in compliance with all applicable law.

If Customer has a reasonable basis to believe that any of the foregoing warranties, representations, or covenants may no longer be true or has been breached, Customer shall immediately notify Nebius in writing.

## 4. CUSTOMER UNDERTAKINGS

4.1. The Customer hereby undertakes the following:

4.1.1. it shall pay for the Services in accordance with the payment terms set forth in this Agreement and the Purchase Order;

4.1.2. it shall comply with all applicable laws and regulations;

4.1.3. promptly notify Nebius in case of any technical problems with the Services;

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

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

4.1.6. The Customer shall refrain from including any sensitive personal data in the Customer Data as defined by applicable law, including but not limited to medical records and other information protected under HIPPA, biometric data, genetic data, financial information as defined under Gramm-Leach-Bliley Act and/or Articles 9 and 10 of the GDPR, Social Security Numbers, personal information concerning minors as defined by the

law of their residence, geolocation data, or any other applicable legislation, unless otherwise agreed in writing by the Parties;

4.1.7. it shall not transfer or assign its rights or obligations under this Agreement to third parties without written consent from Nebius;

4.1.8. it shall not reverse engineer, create derivative works, use or repurpose outside the scope of this Agreement, decompile, disassemble, or evade technical constraints of the Services, intellectual property or 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;

4.1.9. it shall not disable, distort, or otherwise to circumvent any billing or accounting mechanism for the Services the Customer used;

4.1.10. it shall follow the Documentation when using the Platform and the Services provided on the Site;

4.1.11. 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.

4.1.12. it shall ensure that the Customer Data will not infringe any rights, including any privacy rights or proprietary rights, of any third parties;

4.1.13. neither it nor any Users on its behalf will use the Services in any manner or for any purpose other than as expressly permitted by this Agreement.

## 5. CHANGES

5.1. 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. In the event of any conflict between the terms of this Agreement (including any changes) and specific terms set forth in a Purchase Order or an Annex agreed to in this Agreement, the terms in the Purchase Order or Annex shall prevail.

5.2. Nebius will inform the Customer at least ten (10) calendar days prior to any material 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.

5.3. 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.

## 6. TRIAL PERIOD

6.1. Nebius may, on a case-by-case basis, provide the Customer with a Trial Period to test the Services.

6.2. During the Trial Period, Nebius will be under no obligation to provide the Customer any support services with respect to the Services. During the Trial Period, Nebius provides the Customer 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. 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.

6.3. 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.

6.4. 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.

## 7. SERVICES ACCESS AND MANAGEMENT

7.1. 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.

7.2. 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 or who use its login credentials and agrees to notify Nebius immediately of any suspected or confirmed unauthorized use or access to its Customer 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 Customer 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.

7.3. 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.

7.4. The Customer shall be responsible for assigning and managing roles of Authorized Users as described in the Documentation, including maintaining an up-to-date list of such Users, and shall promptly revoke or amend associated rights when no longer required.

7.5. 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.

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

7.7. 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.

7.8. If the Customer authorizes any third parties to manage the Services on behalf of the Customer, the Customer shall ensure that such third parties accept this Agreement, including 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.

7.9. 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.

7.10. 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 or covenants by the Customer;
- (c) payment delay 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 Nebius suspects that Customer Account could be fraudulent (involves deceit with the intention to illegally or unethically gain at the expense of another entity or individual);

(g) in any other cases, specified in this Agreement and the documents referred to in this Agreement, including the breach of provisions of section 3.

In addition to the cases outlined above, if Nebius has a reasonable doubt that any such circumstances outlined in (a)-(g) may exist, it may suspend or limit the Customer's access to or use of the Services for a reasonable period of time while Nebius investigates the matter.

7.11. Nebius may use information about how the Customer use and interacts with the Services for the purpose of improvement of the Services. This includes analyzing Customer's usage patterns and feedback to enhance Service functionality, performance, and overall user experience.

7.12. Information included in resource identifiers, metadata tags, access controls, rules, usage policies, permissions, and similar items related to the management of Nebius resources does not constitute Customer Data. Nebius recommends that the Customer does not include personal data or confidential or sensitive information in these items in order to safeguard all categories of valuable data and mitigate potential security, legal or compliance risks.

## 8. SERVICE RATES

8.1. Unless specific Service Rates are agreed by the Parties in a Purchase Order, 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.

8.2. 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.

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

8.4. 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.

8.5. 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.

8.6. By entering into this Agreement, the Customer represents that it is 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 5.2. 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.

8.7. 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 for Customers are set in permanent and temporary (limited validity) offers (promotions) detailed on the Site or in the Management Console.

8.8. If stipulated by the Service Rates, Customer may request to reserve Services as Committed Volume of Services, subject to availability. Such reservation shall only become effective upon execution of a separate Purchase Order or additional agreement.

## 9. PAYMENT PROCEDURE

9.1. To get access to the Services after creating the Customer 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 payable or to be paid by the Customer for the 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 or allowed.

9.2. 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.

9.3. 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 of the first Reporting Period.

9.4. Nebius will no later than five (5) business 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 Customer 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.

9.5. 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.

9.6. The Customer shall pay the Arrears within fifteen (15) calendar days following the end of the respective Reporting Period at the latest.

9.7. Customer shall pay the Arrears as invoiced by Nebius. The Payment Method may be debited to pay the Arrears on any day after the end of the respective 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 invoice number.

**Payment Authorization.** Customer hereby authorizes Nebius to charge Payment Method associated with the Customer Account for all fees and charges due under this Agreement for the use of Services. Customer agrees to ensure that a valid and sufficient Payment Method remains on file at all times during the term of this Agreement. In the event of a failed transaction, Nebius may retry the charge or require the Customer to provide an alternative Payment Method. Customer acknowledges and agrees that failure to maintain an active and valid payment method may result in suspension or termination of access to the Services, in accordance with this Agreement.

If Nebius suspects that Customer 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.

9.8. **Late Charges.** 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, Discounts, etc.) provided to the Customer with prior written notice which will come into force next day from the day of sending of the notice.

## 10. RIGHTS AND OBLIGATIONS OF NEBIUS

10.1. Nebius shall:

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

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

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

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

10.2. Nebius may:

10.2.1. 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;

10.2.2. 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;

10.2.3. 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;

10.2.4. 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;

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

10.2.6. 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.

10.2.7. 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;

10.2.8. refuse to transfer resources to another contract if there is Arrears on the Customer Account.

## 11. PERSONAL DATA AND DATA PROCESSING

11.1. The Customer is responsible for any required notices, consents and/or authorizations related to the provision of, 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/>.

11.2. Except in regard to the data processed as described in Section 11.5, Nebius acts as a processor on behalf of the Customer. In all instances when the Customer uploads Personal Data of third parties, including the Customer's employees, using the Services, Customer remains responsible that such Personal Data has been collected, processed and transferred to Nebius in compliance with Applicable Data Protection Laws. Such compliance may require providing a notice to the affected data subjects or obtaining consent prior to sharing their Personal Data with Nebius using the Services. Customer shall indemnify and hold harmless Nebius and anyone on its behalf from any third-party claims raised against Nebius based on an alleged infringement of Applicable Data Protection Laws, (including damages and reasonable attorney's fees) by Customer or anyone other party on its behalf.

11.3. Nebius reserves the right to impose restrictions on the storage and processing of Personal Data within certain Services. The Customer acknowledges and agrees that Nebius may, in its sole discretion, restrict or prohibit the storage of Personal Data within specific Services. The Customer is responsible for ensuring compliance with such restrictions and shall abstain from storing or in any manner processing any type of Personal Data in any Service where such storage or processing is restricted or prohibited by Nebius.

11.4 To the extent that Nebius acts as a data processor, the Data Processing Addendum available via <https://docs.nebius.com/legal/dpa> shall apply.

11.5 Nebius may process data which the Customer provides when signing up, creating an account and logging into the Platform, subject to the terms set forth in the Privacy Policy available at <https://docs.nebius.com/legal/privacy/>, in Nebius' role as data controller

according to Applicable Data Protection Laws, and specifically in order to conclude, manage, administer, execute and implement this Agreement.

## 12. INDEMNIFICATION

12.1. 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, damage, liability, cost or expense, including without limitation attorneys' fees, arising out of 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's usage of the Services (including any activities under the Customer 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 Customer Account and/or the Customer's employees and personnel); or (d) any disputes between Customer and its end-users. The Customer will reimburse Nebius for reasonable attorneys' fees and legal expenses.

12.2. 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.

12.3. 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.

12.4. The obligation under this section will not apply to the extent the underlying allegation arises from (in whole or in part): (a) the Customer's breach of this Agreement or violation of applicable law; (b) modifications to Nebius technology or the Services by anyone other than Nebius; (c) operation or use of the Services in combination with any third party hardware or software not authorized by Nebius; (d) use of the Services for any reason other than the intended purpose; (e) liability caused by Customer's services, products, materials or data; (f) any negligent acts or omissions of the Customer or a third party.

## 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. NO CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEBIUS OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM CUSTOMER (OR ANYONE USING CUSTOMER ACCOUNT'S) USE OF THE SERVICES.

14.2. LIMITATION ON DIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEBIUS CUMULATIVE AGGREGATE LIABILITY TO CUSTOMER EXCEED 100% OF THE FEES PAID BY CUSTOMER TO NEBIUS FOR THE SERVICES DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE CLAIM GIVING RISE TO SUCH LIABILITY.

14.3. BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE INDEMNITIES, WARRANTIES, DISCLAIMERS, AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

## 15. DISCLAIMERS

15.1. Without limiting any other disclaimers or limitations of liability set forth in this Agreement, Service level and availability of the Services will be as set forth in the SLA. All possible compensation for underperformance or non-compliance of Services will be solely determined by the compensation rules set forth in the SLA as a sole remedy and other statutory claims (e.g. damages or step-in rights) are excluded.

15.2. Without limiting any other disclaimers or limitations of liability set forth in this Agreement, 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 equipment, software, connectivity issues, or circumstances beyond the control of Nebius.

15.3. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS AGREEMENT, THE SERVICES, THE PLATFORM, THE CONTENT, 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, THE CONTENT, AND THE DOCUMENTATION; AND DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTIES: (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; (II) THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED OR

FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT, DEVICE, SOFTWARE, OR OTHER MATERIALS; OR (III) THAT ANY CUSTOMER DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

## 16. TERM AND TERMINATION

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

16.2. 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, subject to any surviving provisions including required payments upon termination.

16.3. If the Customer does not agree with material changes that adversely impact the Customer 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.

16.4. 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.

16.5. Nebius may terminate the Agreement for cause with the Services being immediately disabled and with no expenses or damages reimbursed without notice if:

- (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, representations or undertakings provided hereof;
- (f) The Customer becomes insolvent or files for bankruptcy;
- (g) The Customer, its subsidiaries, respective directors, officers, employees, or affiliates become the subject of any Sanctions or any other applicable sanctions laws.
- (h) it is necessary for Nebius to comply with applicable law or requests of governmental entities.

16.6. Nebius may terminate this Agreement in full or in part at any time in respect of the Services rendered during the Trial Period or free of charge.

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

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

16.9. 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.

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

16.10.1. 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.

16.10.2. 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.

16.10.3. 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>.

16.11. 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.

16.12. The termination provisions set out in this the Agreement are the sole methods for the Customer to terminate the Agreement.

16.13. 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.

## 17. APPLICABLE LAW AND DISPUTES RESOLUTIONS

**For Customers (whether legal entities or natural persons) whose place of residence or incorporation/registration is not in the United States:** 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.

**For Customers (whether legal entities or natural persons) whose place of residence or incorporation/registration is in the United States:** This Agreement and any attached or Linked Documents and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of conflict or choice of law rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York, New York before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and pursuant to its Mass Arbitration Procedures and Guidelines (provided that, with respect to the definition of "Mass Arbitration" as set forth in Procedure 1(c) thereof, the number of claimants shall be 30 or more) and in accordance with the Expedited Procedures in those Rules and any hearing shall be administered online by video conference. Judgment on the award may be entered in any court having jurisdiction. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. In any arbitration arising out of or related to this Agreement, the arbitrator(s) shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with

the arbitration. The arbitrator shall not have the power to award punitive damages against any party.

BY ENTERING INTO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.

ANY REFERENCES TO MASS ARBITRATION PROCEDURES AND GUIDELINES SHOULD NOT BE INTERPRETED AS AUTHORIZING CLASS ARBITRATION OF ANY KIND.

Batching. To increase the efficiency of administration and resolution of arbitrations, in the event 30 or more similar arbitration demands presented by or with the assistance or coordination of the same law firm or organization are submitted to JAMS or another arbitration provider (if JAMS is unavailable) against Nebius within any 180 day period, the arbitration provider shall (i) administer the arbitration demands in batches of 30 demands per batch (to the extent there are fewer than 30 arbitration demands left over after the batching described above, a final batch will consist of the remaining demands); (ii) designate a single, different arbitrator for each batch (unless the parties agree otherwise); and (iii) provide for a single filing set of fees (for example, if JAMS is the arbitration provider, one filing fee, case management fee, and arbitrator compensation fee) due per side per batch. Customer agrees to cooperate in good faith with Nebius and the arbitration provider to implement such a “batch approach” or other similar approach to provide for an efficient resolution of claims, including the payment of single filing and administrative fees for batches of claims. This “Batch Arbitrations” provision shall in no way be interpreted as authorizing class arbitration of any kind. Nebius expressly reserves its right to raise unique defenses as to each claimant in connection with this process.

## 18. CONFIDENTIALITY

18.1. 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, or research findings. The Parties (in such capacity, the “Receiving Party”) undertake to maintain the confidentiality of the Confidential Information and not to disclose or transfer to any third parties’ Confidential Information obtained from or made available by each other (in such capacity, the “Disclosing Party”) during or before the term of this Agreement, except as specified in the Agreement, stipulated by applicable law or agreed by the Parties in writing, and not to use any Confidential Information for purposes contrary to purposes of the Agreement.

18.2. 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.

18.3. 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.

18.4. 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. Receiving Party agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information may cause injury to Disclosing Party, the extent of which will be difficult to ascertain and for which there may be no adequate remedy at law. Accordingly, Receiving Party agrees that Disclosing Party, in addition to any other available remedies, may have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement as ordered by the court. Receiving Party shall notify Disclosing Party immediately if Receiving Party has reason to believe that any person who has had access to the Confidential Information (including Receiving Party or any of its representatives) has violated or intends to violate the terms of this Agreement or otherwise disclose any Confidential Information in violation of the terms hereof. Any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

18.5. The obligations set forth in this section shall bind the Parties for a period of three (3) years from the date of disclosure of Confidential information and such obligations shall survive the termination or earlier expiration of this Agreement. Upon expiration of this term, Receiving Party shall, upon Disclosing Party's written request, promptly deliver to Disclosing Party all Confidential Information, and, at Disclosing Party's sole election, return or destroy all copies, reproductions, summaries, analyses or extracts thereof or based thereon in Receiving Party's possession.

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

(a) information that 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 legally required to be provided to auditors or external consultants subject to such persons undertaking 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 undertakes 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 undertake 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.

18.7. 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.

## 19. NOTICES

19.1. 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. 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.

19.2. 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.

19.3. 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.

## 20. MISCELLANEOUS

20.1. **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.

20.2. **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.

20.3. **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.

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

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

20.6. 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.

20.7. **Publicity.** The Customer hereby authorizes Nebius to use the Customer's name, logo, trademark, trade name, and/or the name of the Customer's software product or website for informational, advertising, and marketing purposes. Such use may include, without limitation, inclusion in customer lists, promotional materials, presentations, case studies, and on Nebius's website. No additional consent shall be required from the Customer.

20.8. **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.

20.9. **Trade Compliance.** The Customer agrees to comply with all applicable export, import, trade, and economic sanctions laws and regulations, including but not limited to, BIS's Export Administration Regulations and OFAC's sanctions regulations (collectively, "Trade Laws"). The Customer acknowledges that (a) certain information, products, or technologies may require a license or other governmental approval for export or reexport under applicable Trade Laws, and (b) it will notify Nebius in advance of assigning any project, technology, or information that may require authorization or special handling under applicable Trade Laws. Upon written request, both parties agree to provide reasonable assistance to support full compliance with applicable Trade Laws. For clarity, Nebius does not pre-screen Customer Data for adherence to export control regulations and will materially rely on Customer's notification regarding control status of Customer Data to ensure compliance with applicable Trade Laws.

20.10. **Restrictions Related to Russia and Belarus.** 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.

20.11. **Force Majeure.** Each Party is released from liability for partial or full failure to discharge the obligations under Agreement, if such failure was caused by force majeure, including acts of God; natural and industrial disasters; epidemic or pandemic; acts of terrorism; hostilities; civil unrest; governmental acts prohibiting or restricting activities of Parties under Agreement; fire, flood, earthquake or other natural disaster, warfare, interruption or failure in telecommunications networks and facilities (including the internet or either party or their supply chains) or a utility service (including electricity); mandatory compliance with any law or other circumstances beyond the reasonable control of the Parties irrespective of their similarity to or difference from those mentioned above; and/or other circumstances that have arisen after the Agreement was signed as a result of emergencies Parties could neither foresee nor prevent, which make it impossible to properly discharge the obligations of Parties (each, a “Force Majeure Event”).

20.12. 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.

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

20.14. **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.

20.15. **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.

20.16. **Conflicting Terms.** If there is a conflict between the Linked Documents, the terms of this 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.

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

## 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>

**Nebius Data Processing Agreement (“Data Processing Agreement”)** is set forth

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

**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): Schiphol Boulevard 165, 1118 BG Schiphol, the Netherlands

Registration number (CCI): 51515539

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

Date of placement: August 21, 2025

Effective date: August 21, 2025