

Yandex.Cloud Customer Agreement

This Yandex.Cloud Customer Agreement (“**Agreement**”) is entered into between Intertech Services AG, Werftstrasse 4, 6005 Luzern, Switzerland, CHE-229.170.782 (hereinafter «**Yandex**» or «**We**») and you (hereinafter “**Customer**” or “**You**”). It contains the terms and conditions under which We grant access to and You are entitled to use Yandex.Cloud Platform Services (“**Services**” as further specified below).

Services under this Agreement are available only if You are a legal entity incorporated under the laws of the respective territory listed at <https://cloud.yandex.com/docs/billing/qa/non-resident>, or a natural person who is a resident of these territories.

If you are not a Resident of one of the countries in Territory, you may not enter into this Agreement.

Entering into this Agreement on behalf of Customer, you represent and warrant that: (i) You have full legal authority to enter into this Agreement and if You are acting on behalf of Customer that You have legal authority to bind Customer to this Agreement; (ii) You have read and understand the terms of this Agreement and Linked Documents; (iii) You agree to the terms of this Agreement and Linked Documents; (iv) You are a Resident of Territory, and (v) You (as a company or as an individual) are not subject to any sanctions enacted by the European Union, the United States, the United Nations and/or Switzerland.

This Agreement shall become effective as of the date when You have ticked the button “**Create**”.

Please see Section 17 for definitions of certain capitalized terms used in this Agreement.

IN CONSIDERATION OF the promises and mutual covenants contained herein, the parties now hereto agree as follows:

1. SCOPE OF THIS AGREEMENT

1.1. Yandex will grant Customer access to and the right to use Services and Customer shall use and pay for Services in accordance with the provisions of this Agreement.

1.2. To access and use Services, Customer shall comply with documents referred to hereof and specified in Section 18 of this Agreement (“**Linked Documents**”), which are integral parts of this Agreement.

1.3. Data processing and data security are governed under separate Data Processing Addendum referred to in this Agreement.

1.4. 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. CHANGES

2.1. Yandex may change the terms of this Agreement, including pricing and any attached or Linked Documents, from time to time, in the manner stipulated hereof.

2.2. Yandex will inform Customer at least ten (10) calendar days prior to any changes to this Agreement or Linked Documents become effective, except if the changes apply to new technical functionalities of Services or new Services as to which Yandex is generally always entitled to and in which case they will become effective immediately upon posting on Site, without prior notification. Yandex has the right not to notify the

Customer about changes to the documentation of Services that are not used by the Customer on the date of publication of such changes.

2.3. Yandex will notify Customer on changes to this Agreement via Management Console or by sending an e-mail to the e-mail address registered by Customer.

2.4. If Customer does not agree with the changes to this Agreement and/or Linked Documents, 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 Customer.

3. TRIAL PERIOD

3.1. Yandex may, on a case-by-case basis, decide to provide Customer with Trial Period to test Services. A Trial Period will be limited by the amount of time and amount of usage rights granted by Yandex. Yandex may also post information about time and usage limits of this Grant during Trial Period on Site or will notify Customer via Management Console or e-mail.

3.2. Yandex may keep records of Customer's use of Services in order to determine when Trial Period ends (granted usage rights runout).

3.3. If Customer continues to access and use Services after expiry of Trial Period, this will be deemed an acceptance of Customer to the paid version of Services in accordance with the terms of this Agreement. Customer may switch to the paid version of Services before Trial Period ends by adjusting the respective settings in Management Console. In this case, Grant undrawn during Trial Period is saved and the fees for Services in the paid version will be reduced for Customer accordingly. In any case, Grant provided during Trial Period is limited to time of Trial Period set for Customer and forfeited hereafter.

3.4. Before access to the paid version of Services is granted, Yandex may ask Customer to provide additional documents and information confirming the reliability of Customer's details provided within the initial sign-up-procedure. In case of failure to submit additionally requested documents and information, Yandex may suspend Customer's access to Services.

3.5. Yandex may at any time limit, technically and functionally, the usage of Services granted within Trial Period. For the avoidance of doubt, Service Levels specified in SLA, will not apply to Trial Period.

4. SERVICES ACCESS AND MANAGEMENT

4.1. To access Platform and Services, Customer must have an account with Yandex ID associated with a valid e-mail address.

4.2. Customer will access Platform via its own internet connection and solely responsible for arranging access via the Internet with its internet access provider. Yandex excludes any responsibility and warranties (express or implied) for transmission or receipt of data through Customer's internet connection. For the avoidance of doubt, Yandex does not provide services of a telecommunication service provider in the sense of the Swiss Federal Act on Telecommunications.

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

4.4. Further technical and organizational terms of how Customer may access and use Services are determined in Documentation posted on Site and/or in Management Console.

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

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

5.7. Suspension. Yandex may suspend or limit Customer's access to or use of Services in the following cases:

- (a) Customer's failure to comply with AUP;
- (b) breach of warranties and representations by Customer;
- (c) late payments of fees payable under this Agreement;
- (d) force majeure;
- (e) if Yandex 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 Customer uses Services in violation of third party's intellectual property rights or similar rights (see "take down measures" referenced to in Section 4.6) or applicable law;
- (g) in any other cases, specified in this Agreement and the documents referred to in this Agreement, including the breach of Section 7.4 in general and Subsection 7.4.10 in particular;
- (h) in other cases specified in Subsection 7.2.6 of this Agreement.

5. SERVICE RATES

5.1. The links to applicable Service Rates for a specific Service are available on Site at: <https://cloud.yandex.com/prices>. A Service Rate unit not fully used up by Customer will remain charged as a complete one, unless Specific Terms stipulate otherwise. Service Rates specified on Site are net of all applicable taxes, unless expressly stated otherwise.

5.2. Entering into this Agreement, Customer represents that it acquainted and agreed with effective Service Rates posted on Site. Yandex may from time to time change Service Rates by updating the relevant information on Site at URLs of pricing for specific Services, subject to prior notice of Customer according to Section 2.2. Updated Service Rates shall become effective from the date specified when posting, but in any case, not earlier than commencement of the next Accrual Period following the period within which the rates were changed. Yandex is not obliged to notify the Customer about changes of tariffication related with the release of the Public Version of the Service.

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

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

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

6. PAYMENT PROCEDURE

6.1. Customer shall pay Service Fees based on Customer's usage of Services and in accordance with Service Rates, unless any other payment terms are established under Service Terms.

6.2. Customer, who uses Corporate Linked Card as a payment method, may use Services only if Customer has a positive balance in Personal Account, unless Customer has a Billing Threshold provided by Yandex. Billing Threshold may be provided after switching to the paid version of Services and upon ending of the first Accrual Period. Billing Threshold does not apply to legal entities that make payments by direct bank transfer without using a Corporate Linked Card.

6.3. Information on the amount of Billing Threshold is available to Customer in Management Console. If the provided Billing Threshold is reached, Yandex may suspend access to Services. Customer shall control its Billing Threshold and status of its Personal Account and, if necessary, refill its balance to prevent suspension of Services. Funds will be automatically debited from Corporate Linked Card to Personal Account when Billing Threshold is reached. To deposit funds to Personal Account without Corporate Linked Card, Customer may generate an invoice in Management Console as per Documentation posted on Site.

6.4. Yandex will no later than seven (7) calendar days after the end of Accrual Period provide Customer with an invoice based on the amount of Services ordered and used by Customer in Accrual Period. Statistics of usage of Services in Accrual Period is available in Management Console.

6.5. If Customer does not provide any written objections on invoice within ten (10) calendar days following the date of providing of invoice, Customer waives any and all claims relating to Statistics and Service Fees in Accrual Period (except claims provided according to SLA).

6.6. Customer shall pay Arrears within fourteen (14) calendar days following the respective Accrual Period at the latest.

6.7. Customer pays Arrears as invoiced by Yandex, except for when using Corporate Linked Card. Corporate Linked Card may be debited to pay Arrears on any day after the end of the respective Accrual Period.

6.8. Customer is solely responsible for the correctness of payments. When making payments via wire transfer, Customer shall indicate the number of Agreement and number of Personal Account.

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

6.10. Usage of Corporate Linked Card. When entering into Agreement, Customer may activate Corporate Linked Card payment method in the respective section of Management Console.

6.10.1. By activating Corporate Linked Card as payment method Customer expresses full consent and authorizes Yandex:

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

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

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

Payment with Corporate Linked Card options is made with Yandex involving an authorized payment processor, an electronic money operator, or other parties to settlements and information technology interaction. Yandex does not warrant the error- and failure-free operation of the said parties to settlements and information technology interaction.

6.10.2. When indicating details of Corporate Linked Card and further using of Corporate Linked Card, Customer confirms and warrants that Customer indicated reliable and full information on bank card and complies with rules of international payment systems and requirements of the bank that issued Corporate Linked Card, inter alia, in relation to the procedure of wire transfer payments. 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, Yandex's location.

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

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

6.10.5. Customer may contact via <https://console.cloud.yandex.com/support> if any questions arise in respect of the cancellation and/or refund.

6.11. 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. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Yandex in collecting such outstanding amounts. Yandex may suspend Customer's right to access to Services for any late payment and Yandex 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.

7. RIGHTS AND OBLIGATIONS

7.1. Yandex shall:

7.1.1. provide Customer with Technical Support Services ("TSS") under the terms of Technical Support Regulation;

7.1.2. not disclose Customer's data without authorization to any third parties for such third parties' own purposes, unless the obligation to provide such data is stipulated under applicable law or governmental regulation or approved by Customer under this Agreement or in writing;

7.1.3. notify Customer by e-mail of all Customer's data incidents which put Customer's user data at risk, except if otherwise stipulated by applicable law;

7.1.4. not use Customer's data and Customer's Content uploaded on the resources of Platform for purposes contrary to the purposes of this Agreement and/or in violation of applicable law.

7.2. Yandex may:

7.2.1. set and change Limits, and Billing Thresholds for usage of Services; set Quotas; change Quotas upon Customer's request. Limits, Quotas, Billing Thresholds and other limitations of the usage of Services may vary for different categories of Customers;

7.2.2. from time to time scan the publicly available resources of Platform by using special Yandex software to verify compliance with safety requirements and detect whether dangerous or legally prohibited Content is uploaded on the resources of Platform, provided the Customer's Content is safe;

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

7.2.4. request Customer to provide additional information and/or documents for confirmation the reliability of the details provided when Customer signed up to Platform. Yandex may suspend the Customer's access to Services if Customer fails to provide the requested information within seven (7) calendar days from the date of request;

7.2.5. involve third parties to provide Services, but remaining responsible for their actions, subject to further conditions set forth in the Data Processing Addendum;

7.2.6. limit or block access to Customer's Content which Customer uploaded on resources of Platform or suspend Customer's access to a certain Service it in the following cases:

(a) If Yandex 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 Yandex 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.

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

7.2.8. conduct events for Customer aimed at familiarizing with Platform and Services.

7.2.9. refuse to transfer resources to another contract if there is an Arrear on the Customer's Personal Account.

7.3. Customer may:

7.3.1. receive TSS in the scope and manner stipulated by this Agreement and Technical Support Regulation;

7.3.2. contact Yandex on all matters related to the availability of Services.

7.4. Customer shall:

7.4.1. pay for Services in due time;

7.4.2. comply with all laws, rules and regulations applicable to use of Services;

7.4.3. independently make backup copies of Customer's Content;

- 7.4.4. immediately inform Yandex in case of any technical problems;
- 7.4.5. ensure safe storage of and prevent the login details Customer uses to access Services from being compromised;
- 7.4.6. obtain and maintain any required consents, permits, filings, registrations, etc. necessary to permit the processing of Customer's Content under this Agreement;
- 7.4.7. inform Yandex of changes in the Customer's details no later than seven (7) calendar days from the date of such changes;
- 7.4.8. not use any third-party intellectual property in violation of the copyright, patent, trademarks and license restrictions;
- 7.4.9. not transfer his or her rights and obligations under this Agreement to third parties without written consent from Yandex;
- 7.4.10. not use Services to create web services, software or otherwise, if such usage violates applicable law and/or third-party rights;
- 7.4.11. not decompile, disassemble, or evade technical constraints of Services and software products of Yandex, unless permitted under mandatory applicable law (e.g. interoperability) and even then, only if Yandex would not offer such service to Customer;
- 7.4.12. not disable, distort, or try otherwise to circumvent any billing or accounting mechanism for Services Customer used.

8. PERSONAL DATA AND DATA PROCESSING

8.1. Yandex processes data which Customer indicated when sign up and logging in to Platform and the Customer's personal information as this term defined in Privacy Policy (<https://yandex.com/legal/confidential>), including data gathered from technical sources (log-files, ip-addresses, etc.) by any means as data controller for the purposes of Yandex' legitimate interests and to conclude, administer, execute and implement this Agreement. In this context and for the same purposes, Yandex may also: (a) transfer the Customer's personal information to Yandex.Cloud LLC — the Yandex' affiliate company based in the Russian Federation which operate the technical resources of Yandex.Cloud, and (b) receive the Customer's personal information from Yandex.Cloud LLC and YANDEX LLC — the Yandex' affiliate company based in the Russian Federation and which operates Yandex ID. Yandex will only transfer and/or receive the Customer's personal information needed for the said purposes.

Customer informs its employees and agents of such processing of their personal information by Yandex and provides them with all information necessary in order to ensure that Yandex complies with its notice obligations under applicable data protection and privacy laws. For more information on how Yandex process personal information when acting as data controller, please refer to our Privacy Policy available at <https://yandex.com/legal/confidential> .

The data and personal information referred to in this Section processed by Yandex during the term of the Agreement and after its termination — during the limitation period, unless otherwise provided by law, but in any case, not least than 365 days.

8.2. Except for the data processed as described in Section 8.1, Yandex acts as data processor on behalf of Customer. If Customer places personal information of third parties in particular in Content, including the Customer's employees, using Services, Customer is responsible that such personal information has been collected, processed and transferred to Yandex in compliance with applicable data protection and privacy

laws. Such compliance may require providing a notice to the affected data subjects or obtaining consent prior to sharing their personal information with Yandex using Services.

8.3. To the extent that Yandex acts as a data processor, the separate Data Processing Addendum (available at https://yandex.com/legal/cloud_dpa) to this Agreement applies in addition.

9. INDEMNIFICATION

9.1. Customer will defend and indemnify Yandex, 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's Content; (b) Customer usage of Services (including any activities under Customer account and use by Customer employees and personnel); (c) breach of this Agreement and any Linked Documents or violation of applicable law by Customer (including by any person/entity under Customer's account and/or Customer's employees and personnel). Customer will reimburse Yandex for reasonable attorneys' fees and legal expenses.

9.2. Yandex will defend and indemnify Customer against any third-party claim alleging that Services infringe or misappropriate third party's intellectual property rights. Yandex indemnity is limited by amount of any adverse final judgment or settlement.

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

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

10. WARRANTIES AND REPRESENTATIONS

10.1. Yandex warrants and represents that:

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

(b) Service Level and Availability of Services will be consistent with SLA agreed with Customer. All possible compensations for underperformance of SLA are solely determined by the compensation rules set forth in SLA and other statutory claims (e.g. damages or step-in rights) are excluded.

10.1.1. Except as expressly provided in this Agreement, to the maximum extent permitted by applicable law, Yandex make no other express or implied representations and/or warranties, and excludes all warranties, including any implied or express warranties relating Services and/or their suitability for specific purposes of Customer.

10.1.2. Yandex does not warrant that the third-party Content will be uninterrupted, error free or free of harmful components, and that any Content will be secure or not otherwise lost or altered. Yandex will not be liable for any disruption or loss you may suffer as a result and will not be liable for archiving and backing up the Customer's Content. In the event of an outage, Customer may not be able to retrieve its Content or data that has been stored. It is recommended that Customer regularly backups its Content and data that is stored on Platform by using Services.

10.1.3. Yandex is not responsible for claims and actions of third parties, if Customer provides services to such third parties by using Services. Yandex is not responsible for violations of third-party rights resulting from actions of Customer takes using Services.

10.1.4. Yandex is not responsible for claims of Customer related to remote access to 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 Yandex.

10.2. Customer warrants and represents that:

- (a) all details provided by Customer, when Customer signed up into Platform are accurate, complete, and reliable;
- (b) Customer reviewed all the limitations and guides on how to use Services, accepts, and undertakes to comply with them;
- (c) 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 Content uploaded on the resources of Platform;
- (d) Customer is not subject to any sanctions of the European Union, the United States, the United Nations and Switzerland;
- (e) Customer is a Resident of Territory;
- (f) Customer or its licensors own all rights, titles, and interests in and to Customer's Content;
- (g) Customer has all rights in Content necessary to grant the rights contemplated by this Agreement; none of Content or users' use of Content will violate AUP;
- (h) Customer meets the requirements of applicable law in his or her activities.

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

11. LIMITATION OF LIABILITY

11.1. To the extent possible under the applicable law, Yandex is under no circumstances liable to Customer for lost profits, loss of business, contracts, anticipated savings, loss of profit, loss of revenue, loss of goodwill, loss of reputation, loss or use of data and/or any indirect (consequential) damages resulting from or in connection with Services.

11.2. To the maximum extent permitted by applicable law, neither Yandex, nor Yandex's suppliers, may be held liable under this Agreement for more than the amount paid by Customer to Yandex under this Agreement for the last Accrual period prior to the event giving rise to liability.

12. TERM AND TERMINATION

12.1. **Term.** This Agreement becomes effective from when Customer accepts it and is deemed to be concluded for an indefinite period. When Agreement is concluded, it is assigned a number displayed in the respective section of Management Console.

12.2. Termination. Customer may terminate this Agreement by written notice sent to Yandex at least ten (10) calendar days before the expected date of termination subject to clauses 12.2.1, 12.2.2 hereof.

12.2.1. If Customer terminates this Agreement, then it may result in the early termination of Customer's access to the Committed Volume of Services or special terms of use of Services (if applicable) without reimbursement by Yandex of any expenses or damages.

12.2.2. At any point during the effective period of the Committed Volume of Services, Customer may unilaterally terminate this Agreement and/or Committed Volume of Services, and Customer shall pay Yandex a fee in the amount of 30% the cost of the Committed Volume of Services for the unused reserved period (the "**Termination Fee**").

Parties agree and acknowledge that the early termination of the Agreement and/or Committed Volume of Services during the effective period of the Committed Volume of Services by Customer is deemed inappropriate and causes damages and losses to Yandex. Termination Fee shall be payable as liquidated damages to compensate Yandex for the damages and losses that Yandex suffers upon the termination of this Agreement and/or Committed Volume of Services under the conditions set forth in para.1 of clause 12.2.2. Customer acknowledges that Termination Fee represents liquidated damages and is not a penalty.

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

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

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

(a) if Yandex relationship with a subcontractors or partners who provides software or other technology Yandex uses to provide Services expires, terminates or requires Yandex to change the way Yandex provides Services;

(b) Customer repeatedly (more than twice) violates payment terms of this Agreement;

(c) Customer fails to remedy the breach of Agreement, which is the reason for suspension, provided that, suspension lasted for more than seven (7) calendar days;

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

(e) Yandex previously terminated the agreement with this Customer due his or her breach of this Agreement, except the case when Yandex explicitly agreed entering this Agreement with Customer;

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

(g) Customer's breach of warranties and representations provided hereof;

(h) Customer becomes: (i) the subject of any sanctions imposed by the U.S., the EU, the UN or Switzerland; (ii) the subject of any other applicable sanctions;

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

12.5.1. Yandex has the right to unilaterally terminate the Agreement, additional agreement and annexes thereto by sending a written notice to the Customer at least 30 (thirty) calendar days before the expected date of termination. Yandex may terminate this Agreement in full or in partial at any time in respect of Services rendered free of charge.

12.5.2. In case of Customer's early termination of this Agreement, Yandex may terminate immediately any agreements on Committed Volume of Services or special terms of use of Services with Services being immediately disabled and with no expenses or damages reimbursed without notice.

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

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

12.7.1. Yandex stores Customer's Content uploaded on the resources of Platform as follows:

- within 60 (sixty) calendar days from when Customer's access to Services is suspended due to Customer's failure to comply with the terms of payment for Services and/or Trial Period runs out;
- for Business Accounts: within 60 (sixty) calendar days from the moment the Customer's access to Services is suspended due to Customer's failure to comply with the terms of payment for Services and/or Trial Period runs out;
- for Individual Accounts: within 30 (thirty) calendar days from the moment the Customer's access to Services is suspended due to Customer's failure to comply with the terms of payment for Services and/or Trial Period runs out;
- within 7 (seven) calendar days from when Customer's access to Services is suspended due to the non-compliance of Customer with other terms and conditions of Agreement;

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

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

12.7.2. Yandex is entitled to delete Customer's information and Content uploaded on resources of Platform before expiration of terms stipulated above in event of early termination of Agreement by Yandex. If Customer's access to Services was suspended during Trial Period, Yandex, at its discretion, may delete resources of Platform along with Customer's information and Content.

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

12.7.4. In case of termination of Agreement Customer's information and Content uploaded on the resources of Platform are marked and deleted along with resources of Platform used by Customer within 72 hours after termination of Agreement unless applicable law stipulates any other storage period.

13. APPLICABLE LAW AND DISPUTES RESOLUTION

13.1. This Agreement and any attached or linked documents shall be governed and construed in accordance with the substantive laws of Switzerland. All matters not covered by Agreement and the documents referred to in Agreement or not fully covered are governed by substantive law of Switzerland.

13.2. Any and all disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of the canton of Lucerne. The foregoing shall not restrict the right of Yandex to seek injunction and (or) any other remedy before any other judicial authorities. Customer irrevocably waives any objection which Customer may at any time have to the courts of the canton of Lucerne being so nominated and agrees not to claim that the courts of the canton of Lucerne are a convenient or appropriate forum.

14. CONFIDENTIALITY

14.1. 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. Parties undertake not to disclose or transfer to any third parties' confidential information obtained from each other while implementing Agreement, except as specified in Agreement, stipulated by applicable law or agreed by parties in writing, and not to use it for purposes contrary to purposes of Agreement.

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

14.3. 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.

14.4. If confidential information is disclosed deliberately or carelessly, party at fault undertakes to indemnify for losses caused by such disclosure, if the affected party requests so.

14.5. 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.

14.6. The following information provided by 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 or municipal 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 Agreement;
- c) information provided to a party's affiliates, if such provision to an affiliate is reasonably needed for 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 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 Agreement.

14.7. Any references to Yandex 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 Yandex, except where applicable law obliges to provide the relevant information.

15. NOTICES

15.1. Yandex may send any notices, messages, and documents to Customer by e-mail or by posting such notices, messages, and documents on Site and/or in Management Console and/or by SMS messaging to a mobile phone number, provided by Customer in Management Console. Notices Yandex provides by posting on Site will be effective upon posting and notices Yandex provides by e-mail will be effective when Yandex sends the e-mail. Customer is responsible to keep his or her e-mail address current. Customer will be deemed to have received any email sent to the e-mail address then associated with Customer account when Yandex send the e-mail.

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

15.3. 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.

16. MISCELLANEOUS

16.1. **No agency.** This Agreement does not create any agency, partnership relations, joint activity relations, employment, or any other relations between Customer and Yandex that are not expressly stipulated in Agreement.

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

16.3. **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 Agreement.

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

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

16.4.2. Customer confirms acceptance of Yandex's right to assign the rights to claim for Customer's liabilities to third parties and submit necessary information about Customer outstanding liabilities.

16.5. **Advertisement.** Customer gives consent to receive advertising and informative messages from time to time (opt in). Customer may refuse to receive advertising messages any time provides or by following the instructions specified in a message received as e.g. clicking an unsubscribe link (opt out).

16.6. Trademark. Customer authorizes Yandex 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 Customer and with no remuneration payable to Customer for such use.

16.7. Yandex and Yandex Group companies are committed to the highest standards of business ethics in all activities.

The Parties adhere to the applicable anti-corruption laws.

The Parties hereby acknowledge and confirm that they have adopted a policy of zero tolerance to bribery and corruption, envisaging a total ban of any corrupt practices and on any facilitation payments.

The Parties, their affiliates, employees, as well as intermediaries and representatives directly or indirectly involved in the performance of obligations of the Parties (including agents, commission agents, customs brokers and other third parties) shall not accept, pay, offer to pay and allow (authorize) the payment/acceptance of any funds or transfer of any benefits (including intangible), directly or indirectly, to/from any persons for the purpose of influencing the actions or decisions with the intention to obtain any improper advantage, including bypassing the procedure established by the laws, or pursuing other illegal purposes.

This clause constitutes representations material for the Parties. The Parties rely on these representations when entering this Contract.

Either Party may unilaterally withdraw from the Contract in case the other Party violates the obligations stipulated by this clause, by written notice and without recourse to the courts. The Contract shall be terminated upon 10 calendar days from the date of the receipt of such written notice by the Party.

If a Party suspects that any provisions of the present clause have been violated or might be violated, the Party concerned undertakes to immediately notify the other Party of its suspicions in writing.

The Parties agree that they will use the following addresses to report any violation/risk of violation of the present clause:

To notify Yandex: <https://yandex.hotline.b1.ru>

To notify another Party: address indicated by Customer at the moment of registration form submission.

16.8. Force Majeure. Parties are 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; acts of terrorism; hostilities; civil unrest; adoption by public bodies or local self-governments of acts prohibiting or restricting activities of Parties under Agreement; other circumstances that have arisen after Agreement was signed as a result of emergencies Parties could neither foresee nor prevent, which make it impossible to discharge (properly discharge) the obligations of Parties.

16.8.1. 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.

16.8.2. If force majeure or its consequences last for one (1) month or more, either party may unilaterally terminate Agreement.

16.9. 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 Agreement, a party that made changes shall notify the other party within five (5) calendar days from when such changes became effective.

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

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

17. TERMS AND DEFINITIONS

The capitalized terms used in Agreement have the following meanings, unless the text expressly implies otherwise:

“Accrual Period” means a calendar month unless otherwise agreed by the parties. The first Accrual Period is defined as the period from the effective date of this Agreement to the last day of the month (time zone determining the start and end of a calendar day: UTC +3);

“Arrears” means negative balance of Customer's Personal Account at the end of Accrual Period;

“Business Account” - 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 Services in the volume and quantity requested by Customer for a certain period and provided by Yandex. Customer undertakes to fully pay for such reserved volume of Services regardless of whether Customer uses 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 Customer's Personal Account, as an entity, by a representative of Customer for the purpose of payment for Services;

“Billing Threshold” a condition that applies to Customers with a payment method other than direct bank transfer from a legal entity's account and means a maximum negative balance of Personal Account, if exceeded, Yandex is entitled to suspend the provision of Services to Customer. Billing Threshold is set for each Customer individually depending on the amount of Services ordered and used, time of use of Services, Customer's payment history, and other parameters. Information on the amount of Billing Threshold is available to Customer in Management Console;

“Customer's Content” means Content uploaded by Customer on the resources of Platform via Services;

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

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

“Individual Account” – the Customer's account in the Management Console used by a natural person, not for the purposes of conducting business.

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

“Linked Documents” means documents which are the integral parts of this Agreement and apply to Services. List of Linked Documents specified in Section 18 of this Agreement;

“Management Console” means Service Management Console which is provided by Yandex to Customer for administering Services, including but not limited to order and manage Services; containing Statistics on

Services used, information on the status of Customer's Personal Account, Customer login details, Billing Thresholds, Quotas, and Grants of Customer; providing means for parties to exchange notices and messages; performing other actions required to make use of options of Platform;

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

"Platform" means Yandex.Cloud software and hardware platform that provides means to use Services and other cloud resources of Platform;

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

"Refund" - refund of unused funds to the customer, that remained on Personal Account after termination of Agreement.

"Resident" means legal entities incorporated under the laws of the respective Territory and (or) tax resident of the respective Territory;

"Services" means cloud services or software products that allows use certain categories of resources of Platform. Full list of available Services posted on Site;

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

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

"Site" means a website available online at <https://cloud.yandex.com>, as may be updated by Yandex from time to time;

"Statistics" means electronic data of Yandex's automated record systems, which contain information on amount of Services used, Service Fees and other information relating use of Services available in Management Console;

"Technical Support Services" means technical support services provided by Yandex to Customer under Technical Support Regulation in connection with Services;

"Territory" means countries listed at <https://cloud.yandex.com/docs/billing/qa/non-resident> where Yandex provides access to Services under this Agreement;

"Trial Period" means a period when Customer is entitled to test Services and examine their options;

"User" means any individual or entity that directly or indirectly through Customer accesses or uses Services under Customer's account;

"Yandex" means Public company Intertech Services AG (CHE-229.170.782), located at: Werftstrasse 4, 6005 Luzern, Switzerland;

"Yandex ID" means a service that allows Customers to register their accounts on Yandex' website to receive access to Services and available at: <https://passport.yandex.com>.

18. LINKED DOCUMENTS

Linked Documents are the integral parts of this Agreement accepted together with this Agreement, namely:

Yandex.Cloud Acceptable Use Policy ("AUP") is set forth here: https://yandex.com/legal/cloud_aup

Yandex.Cloud Service Terms ("Service Terms") are set forth here:

https://yandex.com/legal/cloud_service_terms

Data Processing Addendum is set forth here: https://yandex.com/legal/cloud_dpa

Service Level Agreement ("SLA") is set forth here: https://yandex.com/legal/cloud_sla

Technical Support Regulation ("TSR") is set forth here: https://yandex.com/legal/cloud_tsr

Privacy Policy is set forth here: <https://yandex.com/legal/confidential>

Rules for performing of External Security Scans is set forth here: https://yandex.com/legal/cloud_pentest

Terms of Use is set forth here: https://yandex.com/legal/cloud_termsfuse/.

19. YANDEX DETAILS

Entity Name: Intertech Services AG

Legal form: Public Company

Address (location): Werftstrasse 4, 6005 Luzern, Switzerland

Identification number: CHE-229.170.782

Tax file number (VAT): CHE-229.170.782 MWST

Intertech Services AG

Web address: https://yandex.com/legal/cloud_customer_agreement

Date of placement: February 06, 2023

Effective date: February 17, 2023

Previous version of the document: https://yandex.com/legal/cloud_customer_agreement/11072022.

Previous version of the document: https://yandex.com/legal/cloud_customer_agreement/29032022.

Previous version of the document: https://yandex.com/legal/cloud_customer_agreement/19102021.

Previous version of the document: https://yandex.com/legal/cloud_customer_agreement/01062021.

Previous version of the document: https://yandex.com/legal/cloud_customer_agreement/31032021.

Previous version of the document: https://yandex.com/legal/cloud_customer_agreement/10022021.

Previous version of the document: https://yandex.com/legal/cloud_customer_agreement/24092020.

Previous version of the document: https://yandex.com/legal/cloud_customer_agreement/01092020.

Previous version of the document: https://yandex.com/legal/cloud_customer_agreement/04052020.

Previous version of the document: https://yandex.com/legal/cloud_customer_agreement/01032020.

Previous version of the document: https://yandex.com/legal/cloud_customer_agreement/01102019.