



MASTER AGREEMENT

This Master Agreement represents our commitment to going the extra mile, providing an easy-to-work-with partnership. We promise to deliver exceptional expertise and support, ensuring that every interaction is seamless and surpasses your expectations.

We value your partnership and are dedicated to help you achieve your business success.

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MASTER AGREEMENT

This Nebul Master Agreement (this "Master Agreement") contains the general terms and conditions that govern your access to and use of the Services. It is an agreement between Nebul and the Customer, or the entity you represent.

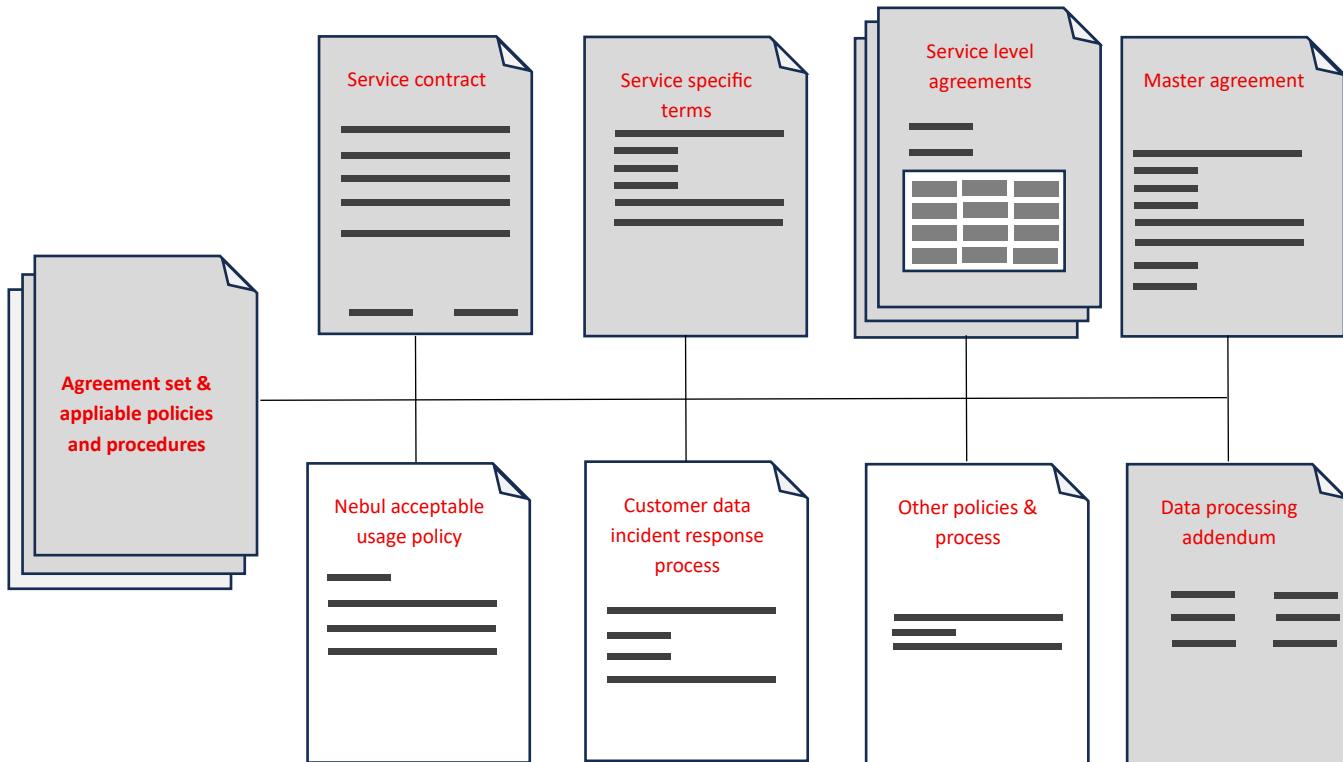
This Master Agreement takes effect on the Effective Date. You represent to us that you can legally enter into contracts for the company you work for. You represent that you have the legal authority to bind that entities.

1. CONTEXT AND SCOPE OF THE AGREEMENT

This Master Agreement outlines the terms and conditions for using Nebul's services. The following sections will provide an overview of the contract structure, including supporting frameworks, terms, and agreements such as the Service Specific Terms, Service Level Agreement and Customer Data Incident Response Process.

1.1 Contract Structure.

The figure below illustrates the contract structure and how it integrates various supporting frameworks and agreements.



1.2 Relationship and Hierarchy of Agreements and Contracts

The agreements and contracts outlined in this dossier (collectively this "Agreement") operate within a specific hierarchy to ensure clarity and consistency in our services and obligations. In the event of any inconsistency or contradiction between these documents, the order of precedence is as follows:

- 1) **Service Contract:** This is the primary agreement tailored to each specific Service provided. It contains the detailed of the Services and their pricing as well as Customer specific terms where applicable.
- 2) **Nebul Acceptable Usage Policy:** A set of rules applied by Nebul to guide the proper use of the Nebul cloud, enforce information security measures and prevent misuse or harm to others.

- 3) **Service Specific Terms:** These terms outline each Service's specific terms, conditions and guidelines. They provide the foundational rules governing the use of the Service.
- 4) **SLA (Service Level Agreement):** This agreement defines the expected level of service performance, including uptime and support metrics, for specific services.
- 5) **Customer Data Incident Response Process:** This document describes the procedure and concerning Customer Data security incidents.
- 6) **Master Agreement (This document):** This agreement governs the overall relationship between Nebul and the Customer, providing the broad terms and conditions applicable to all Services.

In case of any conflicts between these documents, the terms of the document higher in the order will prevail.

2. NEBUL RESPONSIBILITIES

- 2.1 **General.** You may access and use the Services in accordance with the Agreement. Service Level Agreements and Service Specific Terms apply to the specific Services provided in accordance with Service Contract.
- 2.2 **Service provision according to specifications.** Nebul warrants that the Services will be provided in accordance with the specifications stipulated in the Agreement.
- 2.3 **Nebul Security.** Without prejudice to Section 9 or your obligations under Section 3.2, we will implement reasonable and appropriate measures to help you secure Customer Data against accidental or unlawful loss, access or disclosure.
- 2.4 **Third-Party Content.** Third-party content may be provided by Nebul to you at your election in connection with the Services. Without prejudice to Section 3.6, the Agreement governs third-party content and, if applicable, separate terms and conditions accompanying such third-party content, which terms and conditions may include separate fees.
- 2.5 **Data Privacy and Security.** We are committed to protecting your data privacy and security. Our data privacy practices are detailed in our Privacy Notice and the Data Processing Addendum. If Nebul acts as a (sub)processor, the Data Processing Addendum applies. It is available at <https://nebul.com/legal-information/> and incorporated by reference into the Agreement.
- 2.6 **Data Storage and Transfer:** You may specify the Nebul regions in which Customer Data will be stored. We will not access or use Customer Data except as necessary to maintain or provide the Services or comply with the law or a binding order of a governmental body. We will not disclose Customer Data to any government or third party or move Customer Data from the Nebul regions you selected, except in each case, as necessary to comply with the law or a binding order of a governmental body. Unless it violates the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 2.5. We will only use your account information following the Privacy Notice, and you consent to such usage. The Privacy Notice does not apply to Customer Data.
- 2.7 **Compliance with GDPR:** We comply with the General Data Protection Regulation (GDPR) and other relevant data protection regulations. We assist you in meeting your obligations under these regulations, including responding to data subject requests in accordance with the Data Processing Addendum.
- 2.8 **Data Retention and Deletion:** Unless otherwise required by law, we will securely delete Customer Data from our systems upon any of the following events, whichever happens earliest:
 - 2.8.1 Your request to us to do so;
 - 2.8.2 termination of a Service, subject to clause 5.3 of the Data Processing Addendum and only insofar Customer Data relates to that Service and is not used for any other Services; or
 - 2.8.3 termination of the Agreement..
- 2.9 **Incident Response.** We have procedures to promptly detect and respond to security incidents. See our Customer Data Incident Response Process for more information.



2.10 **Notice of Changes to the Services.** We may change or discontinue any of the Services from time to time. We will provide you at least 12 months prior notice before discontinuing a material functionality of a Service that you are using. Nebul will not be obligated to provide such notice under this Section 2.10. if discontinuation is necessary to:

- 2.10.1 Address an emergency or risk of harm to the Services or Nebul;
- 2.10.2 Respond to claims, litigation, or loss of license rights related to third-party intellectual property rights; or
- 2.10.3 Comply with the law, but should any of the preceding occur, Nebul will provide you with as much prior notice as is reasonably practicable under the circumstances.

2.11 **Notice of Changes to the SLAs.** We may change, discontinue or add SLAs, provided we provide at least 90 days' advance notice for adverse changes to any SLA.

3. YOUR RESPONSIBILITIES

3.1 **Your Accounts.** You will comply with the terms of the Agreement and all Applicable Laws. To access the Services, you must have a Nebul account associated with a valid email address and a valid form of payment. Unless explicitly permitted by the applicable Service Specific Terms, you will only create one account per email address. Except if and to the extent caused by our breach of the Agreement:

- 3.1.1 You are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users);
- 3.1.2 You are responsible for allocating authorization rights under your account to your employees, Affiliates and/or End Users for the (de)activation of Services provided with the specifications stipulated in the Agreement;
- 3.1.3 Nebul may rely on your employees and End Users having the required authorizations if they make a written (including electronic) request for the (de)activation of Services, including the (de)activation of Services in an online Customer area; and
- 3.1.4 We and our Affiliates are not responsible for unauthorized access to your account.

3.2 **Customer Data.** You are responsible for Customer Data. You will ensure that Customer Data and your End Users' use of Customer Data or the Services will not violate the Policies or Applicable Laws.

3.3 **Your Security and Backup.** You are responsible for properly configuring and using the Services and otherwise taking appropriate action to secure, protect and backup your accounts and Customer Data in a manner that will provide appropriate security and protection, which might include the use of encryption to protect Customer Data from unauthorized access and routinely archiving Customer Data.

3.4 **Log-In Credentials and Account Keys.** Nebul log-in credentials and private keys generated by the Services are for your internal use only. You will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your employees, agents and subcontractors performing work on your behalf and who need to know this information to perform their work for you.

3.5 **End Users.** You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to the Agreement, Customer Data or use of the Services. You are responsible for the End Users' use of Customer Data and the Services and their compliance with your obligations under the Agreement. If you become aware of any violation of your obligations under the Agreement caused by an End User, you will immediately suspend access to Customer Data and the Services for such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.



3.6 **Third-party content.** You are responsible for ensuring that you have acquired and accepted the necessary and applicable licenses for any third-party content provided to you by Nebul as part of the Services.

4. FEES AND PAYMENT

4.1 **Service Fees.** We calculate and bill fees and charges monthly. The payment term is 30 days. You will be immediately in default if payment is not received in full within this term, without a need for us to send any notice of default or grant you a remedy period. We may bill you more frequently for fees accrued if we have reasonable ground to suspect that your account is fraudulent or at risk of non-payment. You will pay us the applicable fees and charges for the Services through one of the payment methods we support. All amounts payable by you under the Agreement will be paid to us without setoff or counterclaim and any deduction or withholding. Fees and charges for any new Service or feature will be effective when we post updated fees and charges on the Nebul Site unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using by giving you at least a 30 days' notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If we suspend your account under Section 5.1 or terminate your use of the Services pursuant to Section 6.4.2, we may elect not to bill you for fees and charges after suspension unless your account is reinstated.

4.2 **Taxes.** Each party will be responsible, as required under applicable law, for identifying and paying all Taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) imposed on that party upon or concerning the transactions and payments under the Agreement. All fees payable by you are exclusive of indirect Taxes, except where applicable law requires otherwise. We may charge, and you will pay applicable indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information as reasonably required to determine whether we are obligated to collect indirect Taxes from you. We will not collect, and you will not pay, any indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we can claim an available exemption from such indirect Tax. All payments made by you to us under the Agreement will be made free and clear of any deduction or withholding, as required by law. If any such deduction or withholding (including cross-border withholding Taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under the Agreement. We will provide you with such Tax forms as are reasonably requested to reduce or eliminate the amount of any withholding or deduction for Taxes in respect of payments made under the Agreement.

5. TEMPORARY SUSPENSION

5.1 **Generally.** We may suspend your or any End User's right to access or use any portion or all of the Services immediately upon notice to you if we reasonably determine:

5.1.1 Your or an End User's use of the Services:

- A) poses a security risk to the Services or any third party;
- B) could adversely impact our systems, the Services, the systems, or Content of Nebul or any other Nebul customer;
- C) could subject us, our Affiliates, or any third party to liability; or
- D) could be fraudulent;

5.1.2 You are, or any End User is, in breach of the Agreement;

5.1.3 You are in breach of your payment obligations under Section 4; or

5.1.4 You have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding under Applicable Laws.



5.2 **Notice and Grace Period.** Except where immediate suspension is necessary to address significant risks as outlined in Section 5.1, we will provide you with at least 10 Business Days' notice to address the issue before the suspension. In deviation of the preceding sentence, for Section 5.1.1A, the notice period will be 24 hours due to the risk or exposure for others. During this notice period, you will have the opportunity to rectify any issues to avoid suspension.

5.3 **Effect of Suspension.** If we suspend your right to access or use any portion or all of the Services:

- 5.3.1 You will be responsible for all fees and charges you incur during the period of suspension; and
- 5.3.2 You will not be entitled to any service credits during any suspension period pursuant to the applicable SLAs.

6. TERM; TERMINATION

6.1 **Term.** The Term of the Agreement will commence on the Effective Date and will remain in effect until terminated in accordance with Section 6.3.

6.2 **Termination of Service Contracts without Cause.** Either party may terminate a Service Contract without cause:

- 6.2.1 In case of Service Contracts with Initial Terms ('Fixed Term model'): by providing the other party at least 90 Business Days' notice before the end of the Initial Term or any Auto Renewal Terms or Renewal Terms (as applicable);
- 6.2.2 In case of Service Contracts without Initial Terms and where monthly fees are based on actual usage of Services ('Pay-As-You-Go Model'): by providing the other Party at least 30 Business Days' notice.

6.3 **Termination of the Agreement without Cause.** Either party may terminate the Agreement without cause with immediate effect by providing the other party a written notice if and once, but not before, all Service Contracts have expired or have been terminated in accordance with the Agreement. The Agreement cannot be terminated before, and will remain in effect until, all Service Contracts have expired or have been terminated.

6.4 **Termination for Cause.**

- 6.4.1 By Either Party: Either party may terminate the Agreement with immediate effect if (i) the other party is in material breach of its obligations under the Agreement, and (ii) the material breach remains uncured for a period of 30 days following receipt of a notice of a material breach by the other party.
- 6.4.2 By Us: We may also terminate the Agreement with immediate effect upon written notice to you:
 - A) for cause if we have the right to suspend under Section 5 and the issue giving us the right to suspend either:
 - Is not capable of being remedied; or
 - Has not been remedied within 10 Business Days of suspension of the Service(s) pursuant to Section 5.1;
 - B) if our relationship with a third-party partner who provides software or other technology we use to provide the Services expires, terminates or requires us to change the way we provide the software or other technology as part of the Services; or
 - C) to comply with the law, orders or requests from government entities.

6.5 **Effect of Termination.**

6.5.1 **Generally.** Upon the Termination Date:

- A) except as otherwise provided in the Agreement, you will no longer enjoy any rights granted to you under the Agreement;

- B) you remain responsible for all fees and charges you have incurred during the Termination Date and are responsible for any fees and charges you incur following termination described in Section 6.4.2 that we bill to you;
- C) you will immediately return or, if instructed by us, destroy all Nebul Content in your possession; and
- D) Sections 3.1, 4, 7 (except Section 7.3), 8, 9, 11 and 12 will continue to apply in accordance with their terms.

6.5.2 Post-Termination. Unless we terminate the Agreement pursuant to Section 6.4.2, during the 10 days following the Termination Date:

- A) we will not take action to remove any Customer Data as a result of termination; and
- B) we will allow you to retrieve Customer Data from the Services only if you have paid all amounts due under the Agreement.

For any use of the Services after the Termination Date, the terms of the Agreement will apply, and you will pay the applicable fees at the rates under Section 4.

7. PROPRIETARY RIGHTS

- 7.1 **Customer Data.** Except as needed to provide the Services in accordance with the Agreement, we obtain no rights under the Agreement from you (or your licensors) to Customer Data.
- 7.2 **Adequate Rights.** You represent and warrant to us that:
 - A) you or your licensors own all rights, titles, and interests in and to Customer Data
 - B) you have all rights in Customer Data necessary to grant the rights contemplated by the Agreement; and
 - C) no Customer Data or End Users' use of Customer Data or the Services will violate the AUP.
- 7.3 **Intellectual Property License.** During the term of the Agreement Nebul grants you a non-exclusive, non-transferable, non-sublicensable right to use the Nebul Content and the Services. The right to use the Nebul Content and the Services automatically expires if the Agreement ends.
- 7.4 **Restrictions.** Neither you nor any End User will use the Nebul Content or Services in any manner or for any purpose other than as expressly permitted by the Agreement. Neither you nor any End User will or will attempt to:
 - A) reverse engineer, disassemble, decompile the Services or Nebul Content, or apply any other process or procedure to derive the source code of any software included in the Services or Nebul Content;
 - B) access or use the Services or Nebul Content in a way intended to avoid incurring fees or exceeding usage limits or quotas; or
 - C) resell the Services or Nebul Content. If provided to you, the Nebul Trademark Guidelines apply to your use of any Nebul trademarks.

You will not misrepresent or embellish the relationship between you and us (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), unless agreed otherwise in writing in advance. You will not imply any relationship or affiliation between us and you except as expressly permitted by the Agreement.

- 7.5 **Suggestions.** If you provide suggestions to us or our Affiliates, we and our Affiliates will be entitled to use them without restriction.



8. INDEMNIFICATION

8.1 **General.** You will defend, indemnify, and hold harmless us, our Affiliates and licensors, and each of their respective employees, officers, directors, and Representatives from and against any Losses we suffer that arise out of or relate to any third-party claim concerning:

- 8.1.1 Your or any End Users' use of the Services, including any activities under your Nebul account and use by your employees and personnel;
- 8.1.2 Customer Data;
- 8.1.3 Breach of the Agreement or violation of Applicable Laws by you, End Users or Customer Data; or
- 8.1.4 A dispute between you and any third party.

This indemnity includes our reasonable attorneys' fees, as well as our employees and contractors' time and materials spent responding to any third-party claim described in this Section 8.1 at our then-current hourly rates.

8.2 **Customer indemnity for Intellectual Property infringements.** Subject to the limitations in this Section 8, Nebul will defend you and your employees, officers, and directors against third-party claims alleging that Nebul Services infringes or misappropriates third party's intellectual property rights meaning that we will pay the amount of a final adverse judgment or settlement.

For any claim covered by this Section 8.2, Nebul may, at its election, either:

- A) procure the rights to use that portion of the Services alleged to be infringing;
- B) replace the alleged infringing portion of the Services with a non-infringing alternative;
- C) modify the alleged infringing portion of the Services to make it non-infringing; or
- D) terminate the allegedly infringing portion of the Services or the Agreement.

The remedies provided in this Section 8 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of Intellectual Property rights by the Services or Customer Data.

8.3 **Limitations.** We will have no obligations or liability under Section 8.2 arising from infringement by combinations of the Services or Customer Data, as applicable, with any other product, service, software, data, content or method. In addition, Nebul will have no obligations or liability arising from your or any End User's use of the Services if and in so far as such took place after Nebul has notified you to discontinue such use.

8.4 **Process.** The obligations under this Section 8 will apply only if the party seeking defense or indemnity:

- 8.4.1 Gives the other party prompt written notice of the claim;
- 8.4.2 permits the other party to control the defense and settlement of the claim and
- 8.4.3 reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment other than the payment of money without the other party's written consent.

9. DISCLAIMERS

The Services and Nebul Content are provided "as is." Except (x) for any warranties expressly provided by us in the Agreement, (y) to the extent prohibited by law, or (z) to the extent any statutory rights apply that cannot be excluded, limited or waived, we, our Affiliates and licensors:

- 9.1.1 Make no representations or warranties of any kind, whether implied, statutory or otherwise regarding the Services or Nebul Content; and



9.1.2 disclaim all warranties, including any implied warranties:

- A) of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment;
- B) arising out of any course of dealing or usage of trade;
- C) that the Services or Nebul Content will be uninterrupted, error-free or free of harmful components; and/or
- D) that any Customer Data will be secure or not lost, damaged or altered.

10. LIMITATIONS OF LIABILITY

10.1 **Liability Disclaimers.** Except for payment obligations under Section 8.1, neither Nebul nor Customer, nor any of their Affiliates or licensors, will have liability to the other under any cause of action or theory of liability, even if a party has been advised of the possibility of such liability, for:

- A) indirect, incidental, special, consequential or exemplary damages;
- B) the value of Customer Data;
- C) loss of profits, revenues, customers, opportunities, or goodwill; or
- D) unavailability of the Services or Nebul Content (this does not limit any service credits under SLAs).

10.2 **Damages Cap.** Except for payment obligations under Section 8, the total aggregate liability under the Agreement of either Nebul or Customer and any of their respective Affiliates or licensors will not exceed the amounts (excluding VAT) paid by you to Nebul under the Agreement during the 12 months immediately preceding the event that gave rise to the liability. If such events takes place during the first 12 months of the Agreement, the Fees (excluding VAT) until that time will be divided by the number of months of the Agreement and multiplied by 12 to calculate the limitation of liability for such event.

10.3 **No limitation for payment obligations.**

Nothing in this Section 10 will limit your obligation to pay Nebul for your use of the Services in accordance with the Agreement.

10.4 **No limitation for willful misconduct or gross negligence.**

Neither party excludes or limits its liability for damages caused by intent or gross negligence on the part of the other Party or its senior management.

11. MODIFICATIONS TO THE AGREEMENT

11.1 **General.** We may modify the Agreement (including the Schedules and any of the documents mentioned in Section 1.2) at any time by notifying you of our intention in accordance with Section 12.10. You can object to the modifications in writing within 30 days after notification if the modifications (i) allow Nebul to provide Services that substantially deviate from the Services it would provide without the modification, or (ii) otherwise have a material negative impact on your position under the Agreement.

The right to object does not apply if the modification is required for Nebul to comply with applicable laws or an order of a competent supervisory authority. The 30-day period will only apply if the modifications are clearly described and explained in the notification and the documentation included with that notification (without the recipient having to refer to other emails or documents).

Recognizing that Nebul provides its Services to multiple customers and that a streamlined change management process is important for Nebul to conduct its business effectively and provide the Services, you agree that you will not unreasonably object to modifications Nebul proposes.



11.2 **Entry into force of modifications.** If you do not object to the modification, the modifications to the Agreement will automatically become effective 30 days after the date stated in the notification.

12. MISCELLANEOUS.

12.1 **Assignment.** You will not assign or otherwise transfer the Agreement or any of your rights and obligations under the Agreement without our prior written consent. We may assign the Agreement without your consent:

- A) in connection with a merger, acquisition or sale of all or substantially all of our assets; or
- B) to any Affiliate or as part of a corporate reorganization,

but only if the assignee is incorporated and has its main establishment in the EU. In any other case, we may only assign the Agreement after your prior written consent, which you will not withhold on unreasonable grounds.

Effective upon such assignment, the assignee is deemed substituted for Nebul as a party to the Agreement and Nebul is fully released from all of its obligations and duties to perform under the Agreement. Subject to the foregoing, the Agreement will only be binding upon the parties and their respective permitted successors and assigns.

Any assignment or transfer in violation of this Section 12.1 will be void.

12.2 **Entire Agreement.** The Agreement incorporates the Policies as well as the Schedules and documents mentioned in Sections 1.2 and 2.5 by reference and is the entire agreement between you and us regarding the subject matter of the Agreement. The Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of the Agreement (but does not supersede prior commitments to purchase Services). None of the parties will be bound by any term, condition or other provision that is different from or in addition to the provisions of the Agreement (whether or not it would materially alter the Agreement), including for example, any term, condition or other provision however named:

- A) submitted by you in any order, receipt, acceptance, confirmation, correspondence or another document;
- B) related to any online registration, response to any request for bid, request for proposal, request for information, or other questionnaire; or
- C) related to any invoicing process that you submit or require us to complete.

12.3 **Force Majeure.** Except for payment obligations, neither party nor any of their Affiliates will be liable for any delay or failure to perform any obligation under the Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.4 **Governing Law.** The Agreement and any dispute of any sort that might arise between you and us relating to or arising out of the Agreement, your use of the Services, or any products or services sold or distributed by Nebul is governed by Dutch law, without prejudice to its conflicts of law rules. The United Nations Convention for the International Sale of Goods does not apply to the Agreement and any transaction contemplated hereunder.

12.5 **Disputes.** The court of Amsterdam (*rechtkantoor Amsterdam*) is exclusively competent to hear any disputes or claims relating in any way to or arising out of the Agreement, your use of the Services, or any products or services sold or distributed by Nebul.

12.6 **Trade Compliance.** In connection with the Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and



regulations that apply to a European company, such as the Export Administration Regulations and economic sanctions programs implemented by the European Office of Foreign Assets Control.

For the sake of clarity: you are solely responsible for compliance related to how you choose to use the Services or Nebul Content, including your transfer and processing of Customer Data, the provision of Customer Data to End Users or other third parties, and the Nebul region in which any of the foregoing occurs. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the European Union or its Member States, or other applicable government authority.

12.7 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and the Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party nor any of their respective Affiliates is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right:

12.7.1 To develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party; and

12.7.2 To assist third-party developers or systems integrators who may offer products or services that compete with the other party's products or services.

12.8 Language. All communications and notices made or given pursuant to the Agreement must be in English. If we provide a translation of the English language version of the Agreement, the English language version of the Agreement will control if there is any conflict.

12.9 Confidentiality and Publicity. You may use Nebul Confidential Information only in connection with using the Services or Nebul Content as permitted under the Agreement. You will not disclose Nebul Confidential Information during the Term or during a 5-year period following the end of the Agreement. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Nebul Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to the Agreement or your use of the Services or Nebul Content.

12.10 Notice.

12.10.1 To You. We may provide any notice to you under the Agreement by sending a message to the email address associated with your account.

Notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address associated with your account when we send the email, whether or not you receive the email.

12.10.2 To Us. To give us notice under the Agreement, you must contact Nebul by email legal@nebul.com, personal delivery or overnight courier.

12.10.3 We may update the email or address for notices to us by posting a notice on the Nebul Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

12.11 No Third-Party Beneficiaries. Except as expressly provided otherwise in the Agreement, the Agreement does not create any third-party beneficiary rights for any individual or entity that is not a party to the Agreement.

12.12 **No Waivers.** Any failure by either party to enforce any provision of the Agreement will not constitute a present or future waiver of such provision nor limit the relevant party's right to enforce such provision at a later time. All waivers must be in writing to be effective.

12.13 **Severability.** If any portion of the Agreement is held to be invalid or unenforceable, the remaining portions of the Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the original portion's intent. If such construction is not possible, the invalid or unenforceable portion will be severed from the Agreement, but the rest of the Agreement will remain in full force and effect.

Schedule 1: Terms and Definitions

"Affiliate" as to Customer means any entity that directly or indirectly controls, is controlled by, or is under common control with the entity referred to, but only for so long as such control exists; and as to Nebul means Assembly B.V. . and any entity that is directly or indirectly controlled by Assembly B.V. As used in this definition "control" means control of more than a 50% interest in an entity.

"Agreement" has the meaning ascribed to it in Section 1.2.

"AUP" means Nebul's Acceptable Use Policy found at <https://nebul.com/legal-information/>

"Auto Renewal Term" means the automatic renewal period following expiry of the Initial Term, for consecutive rolling 90 day terms.

"Business Day" means Monday through Friday, excluding public holidays, in the country whose laws govern the Agreement.

"Confidential Information" means non-public information disclosed by one party to the other in any form that: (i) is designated as "Confidential"; (ii) a reasonable person knows or reasonably should understand to be confidential; or (iii) includes either party's products, customers, marketing and promotions, know-how, or the negotiated terms of the Agreement; and which is not independently developed by the other party without reference to the other's Confidential Information or otherwise known to the other party on a non-confidential basis prior to disclosure.

"Customer", **"your"** or **"you"** means the legal or natural person wherewith Nebul concludes the Agreement.

"Customer Configuration" means an information technology system (hardware, software and/or other information technology components) which is the subject of the Services or to which the Services relate.

"Customer Data" or **"Client Content"** means data the Customer provides to Nebul, and/or receives, stores or transmits on or using the Services. Customer Data includes any Customer Personal Data as that term is defined in the Data Processing Addendum.

"Customer IP" means Customer's pre-existing Intellectual Property.

"Data Processing Addendum" means the data processing agreement concluded by Nebul and Customer which is incorporated in the Agreement by reference .

"Deliverables" means the tangible or intangible materials which are prepared for Customer's use in the course of performing the Services and that are specifically identified and described as such in a Service Contract.

"Effective Date" means the date upon which you accept and sign the agreement or, if earlier, when you use any Service provided by Nebul in accordance with the applicable Service Contract(s).

"End User" means any third party authorized by Customer to access or make use of Customer Data or the Services.

"Fees" means the fees payable under the Agreement.

"Initial Term" means the initial term of the applicable Service Contract.

"Intellectual Property" means patents, copyrights, trademarks, trade secrets, and any other proprietary intellectual property rights.



"Nebul" or **"we"**, **"us"** or **"our"** means Nebul B.V. or its Affiliate as identified in the Service Contract.

"Nebul Content" means any instruction manuals, shared folders or any other documents that relate to the systems used to provide the Services.

"Nebul Site" means www.nebul.com.

"Policies" means any policies and guidelines that have been provided to Customer by Nebul from time to time.

"Nebul Trademark Guidelines" means the guidelines Nebul may create and amend from time to time setting out how Customer may use Nebul's trademarks.

"Renewal Term" means a fixed term extension of the Service Contract term.

"Representatives" means a party's respective service providers, officers, directors, employees, contractors, Affiliates, suppliers, and agents.

"SLA" means any the Service Level Agreement applicable to the Services that are part of the Agreement.

"Service Contract" means the document describing the Services Customer is purchasing, including any online order, process, API, statement of work, or tool through which Customer requests or provisions Services.

"Services" means the Nebul services identified in the applicable Service Contract and provided by Nebul and/or its Affiliates.

"Tax" or **"Taxes"** means any value added, goods and services, sales, use, property, excise, and like taxes, import duties and/or applicable levies arising out of the provision of the Services.

"Term" means the period from the Effective Date until the end of the Agreement including, if applicable, any period during which the provision of the Services may be suspended and any post-termination period during which Nebul may continue providing the Services for transitional purposes.

"Termination Date" means the date upon which the Agreement will terminate in accordance with Section 6.

Schedule 2: Version Control

Version	Date	Status	Information
1.0	Sep 2022	Archive	Initial Terms
1.1	May 2023	Archive	Various updates
1.2	July 2024	Archive	Various updates
1.3	March 2025	Archive	Layout update (Nebul rebrand)
1.4	April 2025	Archive	Layout update (Nebul rebrand v2)
1.5	April 2025	Archive	Various updates
1.6	June 2025	Active	Various updates