



# SERVICE SPECIFIC TERMS

## AI Factory

This document provides essential insights into our AI Factory Services, designed to elevate your business by providing access to the world's most private and powerful AI infrastructure.

Version: 1.0

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# DEDICATED AI FACTORY PRODUCT TERMS

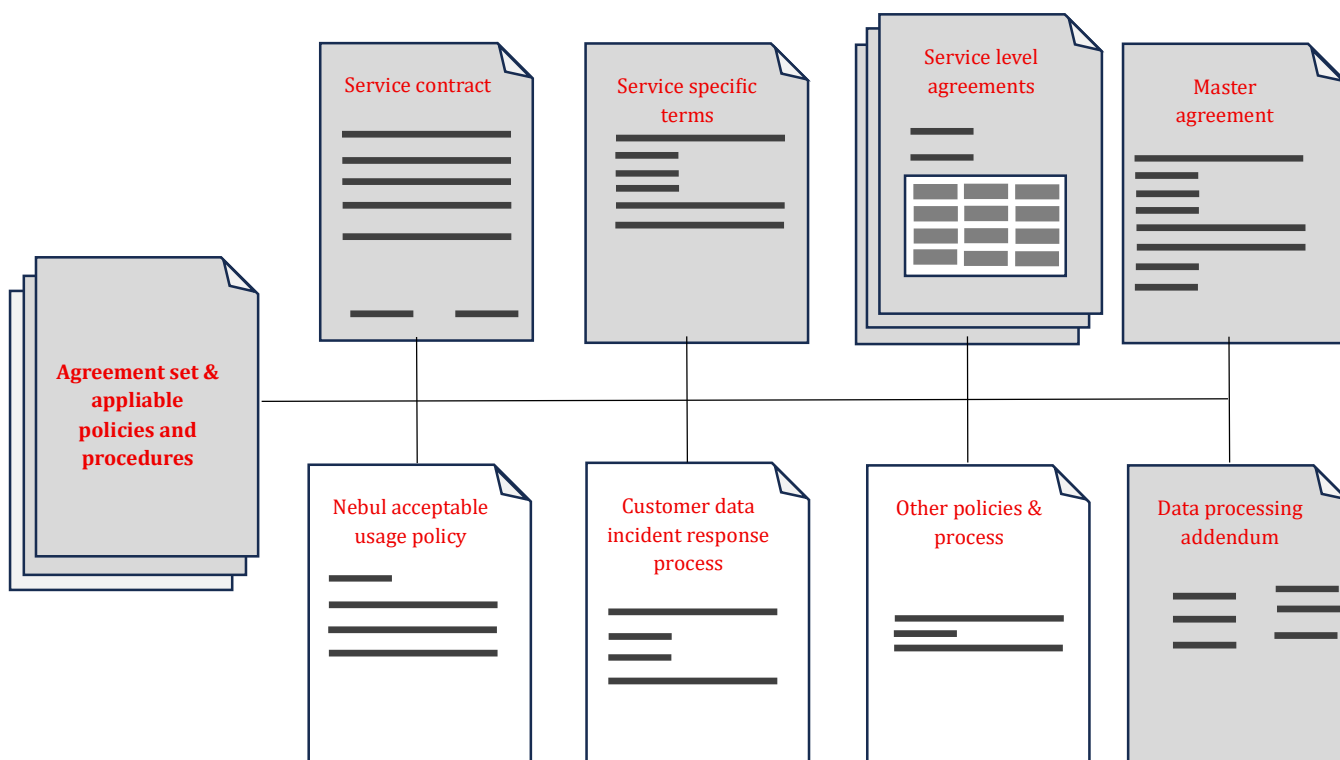
These Service Specific Terms for the AI factory apply to any use and/or access to our Service by You. By using or accessing our Service, you agree to comply with and be bound by these Terms. If you do not agree with these Service Specific Terms and the related documents as described in section 1, you are not permitted to use or access the Service.

## 1. CONTEXT AND SCOPE OF THIS AGREEMENT

This Service Specific Terms outlines the terms and conditions for using Nebul's AI Factory 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 (This document):** 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 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. SERVICE DESCRIPTION

- 2.1 **Service.** Our Service provides Customer with the inference from available Models and related services provided through the Nebul AI Factory.
- 2.2 **AI System.** Customers acknowledge and agree that, by using Our Service, they are interacting with an AI system as defined by the EU AI Act. Customers are obliged to inform End Users of this clause prior to their use of the Service.
- 2.3 **Own Adapters and Models.** Customers may bring their own Adapters and Models to use them on Service in accordance with Section 4 hereof.
- 2.4 **Fine-Tuning or Distillation.** Customers may initiate Fine Tuning or Distillation of a Model through the Platform by submitting their Datasets and configuring the required parameters in accordance with Section 4 hereof.

## 3. API AND RELATED SERVICE USAGE

- 3.1 **Service usage.** The Company grants the Customer a worldwide, revocable, non-exclusive, non-sublicensable, and non-transferable right to use the API, related services and documentation for the term of the Agreement. This right is granted for the purpose of incorporating the API and related services into the Customer's Product in order to make the Service available via the Customer's Product.
- 3.2 **Right to use API.** The right to use API and related services includes the right to allow End Users to use the Service through Customer's Product.
- 3.3 **Informing End User.** The Customer is responsible for informing its End Users about these Terms when using the Service through Customer's Product.

## 4. MODEL USAGE, FINE TUNING AND DISTILLATION

- 4.1 **Model input and output.** The Service enables Customers to interface with Models that generate Outputs based on input data provided by the Customer or End User. Nebul does not guarantee, and expressly disclaims any representation or warranty regarding, the accuracy, reliability, robustness, safety, validity, fairness, transparency, explainability, traceability, or lawfulness of any Outputs generated by such Models. The Customer remains solely responsible for assessing the suitability of the Outputs for its intended purpose and for ensuring that its use of the Service and the Outputs comply with the EU AI Act and all other applicable laws and regulations.
- 4.2 **Output usage.** Customers acknowledge and agree that the use of the Output is at their own risk and discretion.



- 4.3 **Model requirements.** Models we provide may be subject to their own license agreement, an acceptable use policy and any other similar document published by a Model's provider and governing the use of the Model. It is Customer responsibility to comply with those requirements.
- 4.4 **Technical & organizational measures.** The Customer is responsible for implementing and maintaining appropriate technical and organizational measures to ensure the secure and compliant use of the Models and Services. This includes establishing adequate guardrails, segregation of duties, and access management controls to prevent unauthorized use, misuse, or unintended outcomes of the Models.
- 4.5 **Your Models and Adapters.** Your Models and Adapters will only be accessible for use by You. The Company has a right to use them only for the purpose of making them available to the Customer via the Service.
- 4.6 **Working of your Models and Adapters.** The Company is not responsible for ensuring the functionality or performance of Your Models and Your Adapters, including but not limited to compatibility with the Services and Outputs produced by them.
- 4.7 **Access to fine Tuned and Distilled Models.** Fine-Tuned or Distilled Models will only be accessible for use by the Customer and End User who created them. The Company has a right to use Your Datasets only for the purpose of Fine-Tuning or Distillation and a right to use Your Fine-Tuned or Distilled Model only for the purpose of making it available to You via the Service.
- 4.8 **Use of fine Tuned and Distilled models.** The use of Fine Tuned or Distilled Models via Service is subject to the following:
- 4.8.1 the Company reserves the right to impose a limit on the number of Fine-Tuned or Distilled Models that can be used by the Customer at any given time.
  - 4.8.2 the Company has a right to delete Your Fine-Tuned or Distilled Model from the Service upon providing You with at least three (3) days prior written notice, or immediately if required by applicable law, security concerns, or risk of harm to the Service.
- 4.9 **Limited models.** Fine-Tuning and Distillation are restricted to a predefined list of Models specified by the Company.
- 4.10 **Functioning of fine Tuned and Distilled models.** The Company is not responsible for ensuring the functionality or performance of Fine-Tuned or Distilled Models, including but not limited to Outputs produced by such Fine Tuned or Distilled Models.
- 4.11 **Datasets.** Customers are solely responsible for:
- 4.11.1 Ensuring that the Datasets You upload comply with all applicable laws, regulations and the Agreement;
  - 4.11.2 Compliance with the license agreement, an acceptable use policy and any other similar document published by a Model's provider in connection with the creation and use of Fine-Tuned or Distilled Models. Customer represents and warrants that the Customer has all necessary rights to use training and validation Datasets and Fine-Tuned or Distilled Models and authorize the Company to use them as described in this Section 4.



## 5. CUSTOMER LIMITATIONS AND RESPONSIBILITIES

- 5.1 **Account creation.** to access and use the Service provided on the Platform, You must create an Account using your e-mail address and complete the onboarding form available on the Platform or register manually through the Nebul service delivery team. It is essential that You provide accurate, complete, and current information during the registration process. You are also responsible for ensuring that the information in Your Account remains up to date. If any changes occur, You must promptly update your Account information to maintain its accuracy and integrity.
- 5.2 **API secrecy.** To use Our API you will need an API key. You are responsible for maintaining the security of Your API key and for any activity that occurs while using Your API key.
- 5.3 **Authority.** If the Customer is a legal entity, the person executing these Terms confirms that they have the right, power, and authority to execute documents and contractually bind the entity.
- 5.4 **Limits.** We may enforce rate limits on API requests to ensure fair usage of the Service.
- 5.5 **Limitations and responsibility.** The Customer will not:
- 5.5.1 Use the Service as, or in connection with, a high-risk AI system of the EU AI Act. The Customer acknowledges that such compliance represents the minimum standard and that additional safeguards may be required depending on the specific use case and risk profile.
  - 5.5.2 Use the Service as, or in connection with prohibited AI practices as defined in the EU AI Act.
  - 5.5.3 Use the Service in any manner that constitutes or results in a breach of the European Union Artificial Intelligence Act or any implementing national legislation.
  - 5.5.4 Use our Service for any actions that are breach of the acceptable use policy.
  - 5.5.5 Use or access the Service to develop a product or service that competes with the Service or engage in competitive analysis or benchmarking.
  - 5.5.6 Reverse engineer, decompile, disassemble, modify, or create derivative works from the source code underlying the Service.
  - 5.5.7 Transfer, distribute, resell, lease, license, or assign the Service, or offer the Service on a standalone basis without written agreement between the Customer and Nebul.
  - 5.5.8 Make API requests that exceed the specified limits on number and frequency, impose an unreasonable or disproportionately heavy load on the API or Service, or negatively impact the ability of others to access or use the API or Service.
  - 5.5.9 Attempt to probe, scan, or test the vulnerability of the Service, breach security or authentication measures without proper authorization, or intentionally render any part of the Service unusable.
  - 5.5.10 Infringe the rights of third parties, including but not limited to intellectual property rights or privacy.
  - 5.5.11 Use the Service in violation of applicable laws or outside the scope expressly permitted by these Terms.
- 5.6 **Customer Obligations.** Customer using our Platform and/or our Service will:



- 5.6.1 Maintain the confidentiality of Account credentials and notify Nebul of any unauthorized use.
- 5.6.2 Use the Service as intended and in accordance with the Terms and ensure that all End Users also comply with these Terms.

## 6. FEES

- 6.1 **Fees and pay as you go.** Unless specific fees, discounts and contract Duration are agreed by the Parties in a Service Contract, all Services provided by Nebul under these Service Specific Terms are offered on a pay as you go basis. The applicable pricing, billing frequency, and measurement units (such as input token, output token, time of use, computational capacity, data storage, number of requests, or other relevant usage metrics) are determined by the content and nature of each Service, as published in Nebul's applicable pricing documentation or otherwise communicated to the Customer. The Customer will be charged based on the actual consumption of the Services in accordance with the then current applicable pricing. Nebul may invoice the Customer for such usage in line with the payment terms set forth in the Nebul Master Agreement. Continued use of the Services constitutes the Customer's acceptance of the applicable pricing, billing model, and measurement methods.
- 6.2 **Free test credits.** The Company may, at its sole discretion, provide the Customer with free credits to test the Service. The Company reserves the right to grant, modify, or revoke these free credits at any time and without prior notice or limit the Services that can be accessed through the test credits.
- 6.3 **Access to models and related services.** access to certain specific Models and related services may require a Service Contract. The availability and terms for accessing these Models will be specified on the Platform and are subject to change at the Company's discretion.
- 6.4 **Misinformation.** The Customer will be liable to pay or reimburse the Company for any taxes, interest, penalties, or fines arising out of any misdeclaration or misinformation provided by the Customer to the Company.
- 6.5 **Customer responsibility for service management.** The Customer is solely responsible for activating, deactivating, configuring, monitoring, and managing the Services within the Platform, including switching Services on or off and controlling all usage thereof. Nebul will not monitor Customer usage or intervene in Service activation or deactivation. The Customer acknowledges that it bears full responsibility for all usage charges incurred based on its management (or lack thereof) of Services within the Platform, regardless of whether such usage was authorized by specific Customer personnel.
- 6.6 **Platform-based Service Contracts.** Customers may purchase Service Contracts through the Platform. A legally binding Fixed Service Contract is formally concluded when the Customer:
  - 6.6.1 completes the online order process,
  - 6.6.2 explicitly accepts these Service Specific Terms and the Nebul Master Agreement
  - 6.6.3 and receives Nebul's order confirmation by email or via the Platform.Nebul will without undue delay acknowledge receipt of the order electronically and provide the Customer the opportunity to identify and correct input errors prior to order submission.
- 6.7 **Offline Service Contracts.** Service Contracts may also be executed via a written offline service contract signed by authorized representatives of the Customer.
- 6.8 **Service Contract content.** All Service Contracts—whether executed via Platform or offline—specify the subscription term, scope of Services, committed usage volume, fixed or discounted pricing, reservations and any other material terms, superseding the pay-as-you-go model in Article 6.1 for the agreed scope and duration.



- 6.9 **Service access and modification.** The availability, configuration, and scope of Services under a Service Contract are as defined in the applicable Service Contract or Platform description. Nebul may modify the Services provided under a Fixed Service Contract where necessary for technical, operational, or legal reasons, provided such changes do not materially diminish the agreed Service level.
- 6.10 **Non-binding estimates.** Any cost estimates, projections, forecasts, usage predictions, or similar information provided by Nebul (whether via the Platform, sales communications, documentation, or otherwise) are non-binding indicative estimates only and do not constitute an offer or commitment. The Service Contracts (per Article 6.5 and 6.6) and pay-as-you-go model (per Article 6.1) represent the exclusive and binding terms governing pricing, billing, and payment for all Services subject to these Service Specific Terms. The Customer acknowledges that actual usage and charges may differ materially from any estimates provided by Nebul.

## 7. DATA ACCESS, PROCESSING AND PROTECTION

- 7.1 **Data processing addendum.** Our data processing activities are governed by a DPA. Please refer to our DPA for the full details of our data protection commitments and compliance with the GDPR. Customers must review this document to understand the division of responsibilities between our AI Factory service and their own obligations under the GDPR.
- 7.2 **Access management.** The Customer shall be responsible for assigning and managing roles of Authorized Users as described on the Platform including maintaining an up-to-date list of such End Users, and shall promptly revoke or amend associated access rights when no longer required.

## 8. INTELLECTUAL PROPERTY

- 8.1 The Company holds exclusive ownership of all rights, titles, and interests (including intellectual property rights) in and to the Platform, the Service and any of their elements, excluding third parties' and Your Models.
- 8.2 You hold exclusive ownership of all rights, titles, and interests (including intellectual property rights) to Customer's Content.

## 9. MISCELLANEOUS

- 9.1 We may modify these Service Specific Terms for our AI Factory services from time to time in accordance with the Nebul Master Agreement.



## SCHEDULE 1: TERMS AND DEFINITIONS

**“Account”** means a unique record created for Customer that provides access to the Service and describes the financial relationship between the Nebul and the Customer. It maintains unified records of the Service used, containing billing information, including payments made by the Customer and amounts payable under these Terms.

**“Adapter”** means an object that is designed to be compatible with the designated Model and intended to adjust the Model Output in accordance with the algorithm contained within the Adapter.

**“Applicable Data Protection Laws”** means all laws, regulations, rules and guidance related to privacy, data protection and the processing of personal data in general, which apply to the offering and providing the Service.

**“API”** means a set of protocols and tools that enables customers to send Input to Model and receive Output.

**“API Keys”** means unique identifiers provided by the Nebul to the Customer to authenticate and authorize their access to the API.

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

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

**“Customer’s Product”** means any product, service, application, or system developed, managed, or distributed by the Customer that utilizes or integrates with Our Service.

**“Customer’s Content”** means Inputs and Outputs, Your Adapters, Your Fine Tuned Models, Your Distilled Models, Your Datasets and Your Models

**“Dataset”** means any collection of data that is used for training, validating, fine-tuning Models or other purposes, and includes both datasets that are provided by the Customer and uploaded to the Platform, as well as those datasets that are created or generated by the Customer on the Platform itself during the provision of the Service.

**“Distillation”** means the process of training a smaller Model to replicate the behavior of a larger Model while maintaining similar performance characteristics.

**“Distilled Model”** means the resulting Model created through Distillation.

**“End User”** means any (third) party authorized by Customer to access or make use of Customer Data or the Services.

**“EU AI Act”** means “Regulation of the European Parliament and of the Council laying down harmonized rules on artificial intelligence (Artificial Intelligence Act) and amending certain Union legislative acts” COM/2021/206.

**“Fine-Tuned Model”** means a Model that has undergone Fine-Tuning.

**“Fine-Tuning”** means the process of adapting Model to enhance its performance on specific tasks or Datasets.

**“Input”** means any data, text, image, audio, video query, or other information that you submit through the Service to prompt the Models.

**“Linked Documents”** means documents which are an integral part of this Agreement and apply to the Service by reference. The Linked Documents are specified in Section 1 of this document

**“Model”** means any computational algorithm, system, or framework developed to analyze data and learn patterns for performing specific tasks, including but not limited to prediction, classification, generation, or decision-making.

**“Personal Data”** means any information relating to an (directly or indirectly) identified or identifiable individual, as defined by Applicable Data Protection Laws.



**“Platform”** means software and hardware platform that provides means to use the Service.

**“Prompt Preset”** means a predefined configuration that includes one or more input prompts along with associated generation parameters (such as temperature, Model type, maximum tokens, etc.), enabling users to save and reuse specific combinations of settings for consistent interactions with a Model.

**“Output”** means any data, text, image, audio, video results, or other information generated by the Models in response to the Input provided by the Customer through the Service.

**“Service”** means the provision of access to and use of Models and related functionalities through the Platform.

**“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.



## SCHEDULE 2: VERSION CONTROL

Version	Date	Status	Information
1.0	March 2026	Active	First version

