TERMS OF USE

Date of publication and Effective Date: October 31, 2022

These Terms of Use (this "Agreement") govern your use of the Toloka ML Platform services and any related software, code, or documentation (collectively, the "Services") made available by Intertech Services AG, Werftestrasse 4, 6005 Luzern, Switzerland, customercare@toloka.ai ("Toloka").

This Agreement governs acquisition of the Services by Customers residing outside the USA and Russia. Please use another version of Toloka ML Platform Terms of Use, if you reside in the USA: https://tolokamodels.tech/files/legal/terms_of_use_usa.pdf. If you reside in Russia, please use the following form: https://tolokamodels.tech/files/legal/terms_of_use_rus.pdf.

THE SERVICES ARE TO BE USED ONLY FOR TESTING PURPOSES OF THE TOLOKA ML PLATFORM, I.E. TO UNDERSTAND HOW TOLOKA ML PLATFORM WORKS, AND NOT FOR BUSINESS ACTIVITY OF CUSTOMERS, THEIR PERSONAL OR FAMILY USE.

CLICKING ON "ACCEPT" you are accepting i) that this Agreement, and all claims or defenses based on, arising out of, or related to this Agreement of the relationship of the Parties created hereby, including without limitation those arising from or related to the negotiation, execution, performance, or breach of this Agreement, whether sounding in contract, tort, law, equity, or otherwise, shall be construed with and governed by the substantial laws of Switzerland, with exclusion to its conflict of law principles and the Vienna Convention on the Sale of Goods and ii) that any dispute or claim arising out of, resulting from or in connection the Agreement shall be subject to the exclusive jurisdiction of the competent courts of the city of Zurich, Switzerland (The foregoing shall not restrict the right of Toloka to seek injunctive or other equitable relief in any court of competent jurisdiction), YOU AGREE ON YOUR BEHALF AND/OR ON BEHALF OF YOUR ORGANIZATION (TOGETHER, "CUSTOMER") TO BE BOUND BY THIS AGREEMENT, INCLUDING THE CHOICE OF LAW AND JURISDICTION CLAUSE, AND YOU CONFIRM THAT YOU WILL USE THE SERVICE FOR TESTING PURPOSES OF THE TOLOKA ML PLATFORM. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICES.

Customer and Toloka are each individually referred to as "Party" and collectively referred to as the "Parties".

Defined terms used in this Agreement with initial letters capitalized have the meaning given in Section 13 of this Agreement.

This Agreement incorporates the following additional terms:

i.   The Data Processing Agreement set forth in Addendum I to this Agreement
ii.   Any applicable NDA entered into between the Parties.

1 SCOPE OF THIS AGREEMENT

1.1 Customer's Rights to Use the Services; Restrictions. Subject to the terms and conditions of this Agreement, Customer may use the Services during the Term solely for Customer's testing purposes of the ability of the Toloka ML Platform. Customer may not (a) interfere with or disrupt the Services or attempt to gain access to any systems or networks that connect to the Services (except as required to access and use the Services, and then only in accordance the terms of this Agreement); (b) copy, transfer, sell, lease, syndicate, sub-syndicate, lend, or use for co-branding, timesharing, service bureau, arbitrage or other unauthorized purposes the Services; or (c) modify, prepare derivative works of, translate, reverse engineer, reverse compile, disassemble any of the Services, as applicable, or any portion thereof, or attempt to do any of the foregoing, unless and to the extent permitted by mandatory applicable law.

1.2 Ownership; No Implied Licenses. Customer acknowledges that, as between the Parties, Toloka owns all right, title, and interest in and to the Services. Except to the extent set forth herein, (a) Toloka does not grant to Customer any license, express or implied, to Toloka's intellectual property rights and (b) nothing in this Agreement or the performance thereof, or that might otherwise be implied by the applicable law, will operate to grant either Party

any right, title or interest, implied or otherwise, in or to the intellectual property rights of the other Party. Toloka, on behalf of itself and its licensors, expressly reserves all intellectual property rights not expressly granted under this Agreement.

1.3 Provision of the Services. Toloka will provide the Services in accordance with the terms and conditions of this Agreement and as specified in the Customer's Task set through the Toloka ML Platform and any other requirements mutually agreed by the Parties in writing or by Electronic means.

2 USE OF THE SERVICE.

2.1 Customer will use the Services in accordance with the provisions of this Agreement;

2.2. The Customer has the ability to upload Data using the interface of the Service for the purposes of creating and training the Model. Toloka is not responsible for the quality of the Data uploaded by the Customer. Toloka is not responsible for the quality and results of Model created by the Customer, as well as for any losses incurred by the Customer from creating the Model or using its results and Service.

2.3. The Customer is fully responsible for the quality, correctness, completeness and lawfulness of the Data uploaded to the Service. When using the Service, the Customer may not upload and distribute, inter alia, the Data which is:

- illegal, harmful, libelous, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; purposefully misleading or unethical; demonstrates or incites violence, hatred and/or racial, ethnic, sexual, religious or social discrimination;

- insulting towards any persons and/or organizations, contains obscenities, extremist materials, contains elements of (or promotes) pornography and child erotic materials; advertises or promotes sexual services (including under the guise of other services), personal data of any persons without a legitimate reason;

- violates copyrights, trademark rights, identification and/or rights to other intellectual property rights held by any third parties;

- violates any applicable local, state, national or international law, or any regulations having the force of law;

- contains spam (including search), lists of other email addresses, pyramids, multi-level (network) marketing (MLM), Internet earnings and e-mail business systems, chain e-mails;

- contains illegally obtained information about third Parties;

- violates advertising and/or competition laws;

- contains viruses or other computer codes, files or programs designed to breach, alter, block, destroy or limit the operation of any computer or telecommunication equipment; or software for unauthorized access; or serial numbers to commercial software and generation programs.

The Customer also agrees that Toloka, at its sole and absolute discretion, has the right to deny access to the Service and/or refuse to create a Model and/or to upload the Data, in case of their inconsistency with these Agreement, including, as a result of obtaining complaints from third parties or notifications from any public authority that the actions of the Customer may violate the applicable laws.

2.4. The Customer may not use the Service to create Model for the purpose of carrying out any activity that is aimed at violating the applicable law, the Agreement and/or rights and legitimate interests of third parties. The Customer does not have the right to use the Service for commercial purposes, including the creation of websites, applications, user services, and the subsequent use of Models to create products available to an unlimited number of persons without the prior consent of Toloka.

2.5. Toloka may set limit to the number of User's queries and may change it without prior notification. In case the limit to the number of the queries is exceeded, the Company reserves the right to deny access to the Service.

2.6. The Customer may not remove, hide or modify any trademarks, logos, links and other references to Toloka contained in the Service. The Customer may not change, decompile and/or otherwise modify the Service code. Service may contain content or features that are protected by copyright, patent, trademark, trade secret or other

proprietary rights and laws. Except as expressly authorized by Toloka, the Customer agrees not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on Service and Service content, in whole or in part. Any use of the Service other than as specifically authorized in this Agreement or by direct approve of Toloka is strictly prohibited. Any rights not expressly granted herein are strictly reserved by Toloka.

2.7. Toloka reserves the right to change, improve and update the Service at any moment without notifying the Customer. The Customer not willing to use the upgraded Service version can either continue using the previous Service version at the Customer's own risk or stop using the Service.

2.8. The Customer shall provide all information reasonably requested by Toloka, including to facilitate the Services and verify Customer's compliance with this Agreement.

3. CUSTOMER OWNERSHIP; LICENSES; SUBCONTRACTING

3.1 Customer Content and Output. Except for the rights expressly granted in this Agreement, this Agreement does not grant to Toloka any rights concerning the Customer Content or Output, and Customer owns and reserves all right, title, and interest in and to the Customer Content and Output.

3.2 License Grants: Customer hereby grants to Toloka a royalty-free, fully paid-up, worldwide, sublicensable, non-transferable (except as set forth below), nonexclusive license to:

3.2.1 use the Customer Content and Output during the Term for the purpose of providing the Services under this Agreement; and

3.2.2 use anonymous Customer Content in order to operate, analyze, and improve the Services, including the creation of anonymous and/or aggregated data derived from Customer Content and use such anonymous and/or aggregated data in order to operate, analyse, and improve the Services.

3.2.3 use anonymous Customer Content and Output for internal training and education, internal product evaluation, testing and any other related purposes.

3.3 Derived Data. Toloka may use and disclose for any purpose data that is derived from Customer Content and that does not reasonably identify Customer. By way of example and without limitation, Toloka may use such derived data to:

3.3.1 track the number of users and uses of Services on an anonymous aggregate basis as part of Toloka marketing efforts to publicize the statistics or aggregated data on usage of Toloka ML Platform;

3.3.2 analyze usage patterns for product development efforts; and

3.3.3 develop further analytic frameworks and application tools.

3.4 Subcontracting. Toloka may freely and at its own discretion engage its Affiliates or other third parties with the performance of all or parts of this Agreement and/or Services or any of its obligations under and/or in relation with this Agreement, without the need of Customer consent. Toloka may further freely and at its own discretion use any software to provide the Services.

4 INDEMNIFICATION

4.1 By Customer. Customer will indemnify and hold harmless Toloka, its Affiliates, and each of its and their agents, employees, officers, directors, agents and licensors from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, (collectively "Losses") arising out of or relating to, and defend each of them from, any third-party claim, action, or proceeding, including any governmental proceeding, (each, a "Claim") concerning: (a) any Customer Content (including any claim that Customer Content infringes, violates, or misappropriates any third-party rights, database rights and/or trade secrets); (b) Customer's use of Services; (c) Customer's breach of this Agreement or violation of applicable any applicable law or governmental rule or regulation (including by any person/entity under Customer`s account, whether authorized by Customer or not); and (d) breach of any terms and conditions of Data Processing Agreement.

5 WARRANTIES; DISCLAIMER

5.1 Mutual. Each Party warrants, represents, and covenants that it has all right, power and authority necessary for its execution and delivery of this Agreement, and performance of its obligations hereof.

5.2 By Customer. Customer warrants, represents, and covenants that: (a) all details provided by Customer are accurate, and complete, and that Customer will keep such information current at all times during the Term; (b) Customer has collected and will collect the Customer Content in compliance with all applicable laws and governmental rules and regulations, including without limitation laws on privacy, security, and personal data, and Customer has and will obtain such consents or other legal permissions as are required by applicable law and the Data Processing Agreement; (c) Customer or its licensors own all right, title, and interest in and to the Customer Content or otherwise has all rights in Customer Content necessary to grant the rights granted by Customer under this Agreement; and (d) Customer's use of the Services will comply with all applicable laws and governmental rules and regulations; and (e) Customer is not subject to any sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the Swiss Confederation and/or the sanctions supported by the Swiss Confederation, the U.S. Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority. If Customer has a reasonable basis to believe that any of the foregoing warranties, representations, or covenants may no longer be true or has been breached, Customer shall immediately notify Toloka in written form and/or through telecommunication channels.

5.3 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS AGREEMENT, CUSTOMER ACCEPTS THE SERVICES "AS IS", WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, ABILITY OF FULFILLING A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY IMPLIED WARANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TOLOKA DOES NOT OFFER ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, BE UNINTERRUPTED OR ERROR FREE, OR FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT, DEVICE, SOFTWARE, OR OTHER MATERIALS. WITHOUT LIMITATION OF THE FOREGOING, TOLOKA WILL BEAR NO RESPONSABILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF ANY CUSTOMER CONTENT; (B) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES OR ANY OUTPUT; (C) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SERVICE; (D) ANY VIRUSES OR OTHER HARMFUL OR MALICIOUS CODE THAT MAY BE TRANSMITTED ON OR THROUGH THE SERVICES BY ANY THIRD PARTY; (E) ANY LOSS OR DAMAGE OF ANY KIND INCURRED RESULTING FROM THE USE OF ANY OUTPUT; OR (F) ANY THIRD-PARTY HARDWARE, SOFTWARE, OR SERVICES.

6 LIMITATION OF LIABILITY

6.1 NO LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL TOLOKA OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO CUSTOMER (OR ANYONE USING ITS ACCOUNT'S) FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, NON REALISED SAVING, OR ANY INCIDENTAL, INDIRECT, MEDIATE, EXEMPLARY, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND (INDEPENDENT FOR THE LEGAL GROUND), SUCH AS CONTRACTUAL, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), WHETHER OR NOT FORESEEABLE, EVEN IF ONE PARTY HAS BEEN ADVISED, WAS AWARE OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, IF SUCH DAMAGES RESULT FROM CUSTOMER USE OF THE SERVICES.

6.2 Toloka does not guarantee the availability of the Service. Toloka is not responsible if the Model is unavailable or disappears entirely.

6.3. Toloka shall not monitor, scan, edit or control the Service Data and does not guarantee that the Service Data does not violate any provisions of this Agreement, legal acts and other documents. The Customer acknowledges and agrees that Toloka shall not preview the Service Data of any kind, hosted and/or distributed via the Service. The Customer acknowledges and agrees that the Customer shall evaluate all the risks associated with the use of

Service Data, including the assessment of the reliability, completeness, safety, lawfulness or the utility of these Service Data.

6.4. The Customer hereby undertakes to indemnify and hold Toloka harmless from and against any and all loss, liability, damages, claims and expenses (including reasonable attorneys' and other professional fees and costs) incurred as a result of any claims, proceedings or lawsuits arising out of the use of the Service and/or the Data by the Customer in breach (or in alleged breach) of any provisions of the applicable law and this Agreement.

7 TERM AND TERMINATION

7.1 Term. This Agreement shall become effective when the Customer accepts Toloka Terms of Use as set forth on the first page of this Agreement.

8 CHANGES TO AGREEMENT

8.1 Changes to Terms. Toloka may change any term of the Agreement and Linked Documents unilaterally.

9 APPLICABLE LAW AND DISPUTES RESOLUTIONS

9.1 Choice of Law. This Agreement, and all claims or defenses based on, arising out of, or related to this Agreement of the relationship of the Parties created hereby, including without limitation those arising from or related to the negotiation, execution, performance, or breach of this Agreement, whether sounding in contract, tort, law, equity, or otherwise, shall be construed with and governed by the substantial laws of Switzerland, with exclusion to its conflict of law principles and the Vienna Convention on the Sale of Goods.

9.2 Venue. Any dispute or claim arising out of, resulting from or in connection the Agreement shall be subject to the exclusive jurisdiction of the competent courts of the city of Zurich, Switzerland. The foregoing shall not restrict the right of Toloka to seek injunctive or other equitable relief in any court of competent jurisdiction.

10 CONFIDENTIALITY

10.1 Confidential Information Defined. "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, personal data, 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, individual discounts, research findings, and any other items that are marked or identified as "confidential" or "proprietary" or with other similar words.

10.2 Protection of Confidential Information. Each Party undertakes not to disclose or transfer to any third party any Confidential Information obtained from the other Party, except as permitted in the Agreement nor use any Confidential Information for its own purposes other than to exercise its rights and perform its obligations under this Agreement. The Parties shall take organizational and technical measures to protect Confidential Information of the disclosing Party similar to those they take to protect their own Confidential Information but shall exercise no less than reasonable care to prevent unauthorized access, disclosure, or use of such information.

Exceptions. The foregoing obligations shall not apply to information that:

10.2.1 is, as of the time of its disclosure or thereafter by lawful means becomes, part of the public domain;

10.2.2 was known to the receiving Party through lawful means, as of the time of its disclosure;

10.2.3 the receiving Party can show was developed independently by it without use of reference to the disclosing Party's Confidential Information; or

10.2.4 the Parties agree in writing or by Electronic means is not confidential and/or may be disclosed.

10.3 Duration. 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.

10.4 Permitted Disclosures. Notwithstanding the foregoing, a receiving Party may disclose the Confidential Information of the disclosing Party:

10.4.1 if required under applicable law or regulatory, legal or administrative process, or pursuant to any order or mandate of a court or other governmental or municipal authority, only to the minimum extent required, and provided that the receiving Party first notifies disclosing Party of the disclosure (if not prohibited by applicable law); 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 or other confidential treatment;

10.4.2 to auditors and external consultants provided such persons undertook to protect the confidentiality of the information with equal or higher level of protection as set forth in this Agreement;

10.4.3 to a receiving Party's Affiliates, if such disclosure is reasonably necessary to perform the party's contractual obligations or exercise its rights and the Affiliate undertook to protect the confidentiality of information transferred under terms requiring equal or higher level of protection as set forth by this Agreement;

10.4.4 to Affiliates and other third parties involved in the performance of the Services under this Agreement, if such parties undertook to protect the confidentiality of information transferred under terms requiring equal or higher level of protection as set forth by this Agreement;

10.4.5 that is shared to Affiliates and other third parties by Toloka in case of an Assignment by Toloka in accordance with Art. 13.4 or in case of any merger, restructuration, sale or similar transaction of pertaining to Toloka;

10.4.6 if required under the rules of any listing authority or stock exchange on which either Party or their Affiliates' shares are listed.

10.5 References to Agreement. Any references to Toloka as well as the terms and existence of this Agreement shall only be published or otherwise communicated to third parties or to the public with the prior written or by Electronic means consent of Toloka.

11 NOTICES

11.1 By Toloka. Toloka may send any notices, messages, and documents to Customer through Telecommunication channels (for example, by e-mail or by posting such notices, messages, and documents on Site). Unless otherwise set forth in this Agreement, notices that Toloka provides by posting on Site will be effective upon posting, and notices that Toloka provides by e-mail will be effective when sent.

11.2 By Customer. Customer may send messages and notices to Toloka by Toloka's e-mail specified on Site or via feedback forms available to Customer on Site. At Toloka's request, Customer shall provide signed hard copies of any documents previously delivered via electronic means.

12 MISCELLANEOUS

12.1 No Agency. The Parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, employment, fiduciary, or any other similar relationship between Customer and Toloka.

12.2 Severability. If any provision of the Agreement is held by any competent court or authority to be invalid, illegal or unenforceable, in any respect, then such provision will be given no effect by the Parties and shall not form part of the of Agreement. To the fullest extent permitted by applicable law and if the rights and obligations of any Party will not be materially and adversely affected, all other provisions of the Agreement shall remain in full force and effect. The provision held invalid, illegal or unenforceable shall be replaced by a valid, legal and enforceable provision that achieves, as nearly as possible, the original intention of the Parties.

12.3 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. The waiver by any Party of any breach or default will not constitute a waiver of any different or subsequent breach or default.

12.4 Assignment. Customer may not assign, transfer, delegate, sell, or otherwise dispose of this Agreement and/or of any of its rights and obligations under and in relation with the Agreement, including, without limitation, by operation of law, without the prior written consent of Toloka. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties' permitted successors and assigns. Toloka may freely and at its own discretion assign, transfer, delegate, sell, or otherwise dispose of this Agreement and/or of any of its rights and obligations under and in relation with this Agreement, including, without limitation, by operation of law, without the prior consent of the Customer.

12.5 Anti-Bribery. 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 Agreement. Either Party may unilaterally withdraw from the Agreement in case the other Party violates the obligations stipulated by this clause, by written notice and without recourse to the courts. The Agreement 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 or by Electronic means. The Parties agree that they will use the following addresses to report any violation/risk of violation of the present clause:

12.6 Force Majeure. Each Party is released from liability for partial or full failure to discharge the obligations under Agreement, if such failure was caused by force majeure, including acts of God; natural and industrial disasters; epidemic or pandemic; acts of terrorism; hostilities; civil unrest; governmental acts prohibiting or restricting activities of Parties under Agreement; fire, flood, earthquake or other natural disaster, warfare, interruption or failure in telecommunications networks and facilities (including the internet or either Party or their supply chain's data centre) or a utility service (including electricity); mandatory compliance with any law or other circumstances beyond the reasonable control of the Parties irrespective of their similarity to or difference from those mentioned above; and/or other circumstances that have arisen after the Agreement was signed as a result of emergencies Parties could neither foresee nor prevent, which make it impossible to properly discharge the obligations of Parties (each, a "Force Majeure Event"). If a Force Majeure Event prevents performance for last for 30 days or longer, either Party may unilaterally terminate Agreement.

12.7 Parties' Details. If Parties change their name, their legal status, addresses and/or payment details and/or make other changes that may affect the performance of Agreement, a Party that made changes shall notify the other Party within five (5) calendar days following the changes.

12.8 Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the body of this Agreement shall prevail. If Toloka provides this Agreement in more than one language, and there is a discrepancy between the English text and the translated text, the English text shall prevail.

12.9 Entire Agreement. This Agreement including all the documents listed as integral parts of the Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings relating to their subject matter. Each Party confirms that it has not relied on any representation, warranty, or undertaking which is not contained in this Agreement.

12.10 Processing of Personal Data of the Parties' Representatives. Parties agreed that to render Toloka services and manage the Agreement the personal data of the parties' representatives may be processed. The Parties undertake to strictly comply with all applicable data protection law concerning such processing. Customer is to provide all required persons with the information set out in the Privacy Policy available at https://toloka.ai/legal/confidential.

13 DEFINITIONS

"Affiliate" means any person that directly or indirectly controls, is controlled by, or is under common control with another person through one or more intermediaries or otherwise. The term "control" means having the power, directly or indirectly, to direct or cause the direction of the management and policies of a person, whether through ownership, by contract, or otherwise.

"Agreement" shall have the meaning set forth in the Preamble.

"Claim", within the context of Section 5, shall have the meaning set forth under Section 5.1.

"Content" means data, text, programs, databases, music, sounds, photos, graphics, videos, messages, and other materials.

"Customer" shall have the meaning set forth in the Preamble.

"Customer Content" means Content uploaded by Customer on the resources of the Toloka Platform via Services.

"Electronic means" stands for electronic transactions conducted via the internet or other online communication networks.

"Effective Date" means the earliest date the Customer first accepted this Agreement or started to use Toloka ML Platform.

"Initial Term" shall have the meaning set forth under Section 7.1.

"Losses" shall have the meaning set forth under Section 4.1.

"Party" shall have the meaning set forth in the Preamble.

"Service" means information and consulting services rendered by Toloka under the Agreement, which provides an opportunity for the Customer to become familiar with the ways of machine learning by downloading data using the interfaces of the "Toloka ML Platform" site for automatic text/image/audio generation, as well as with the ways of creating and using models for machine learning;

"Service Data" means data received by the Customer using the model.

"Site" means the website available online at https: https://tolokamodels.tech/

"Telecommunication channel" means communications between Toloka and the Customer via Toloka ML Platform or through email.

"Term" shall have the meaning set forth under Section 7.

"Toloka" shall have the meaning set forth in the Preamble.

"Toloka ML Platform" means the Internet-based platform, located on the Site, and APIs and other resources that provides means to use Services.

"Written form" shall have the meaning set forth under Article 12 ff. of the Swiss Code of Obligations.

**Addendum I
to the Agreement**

Data Processing Agreement

Terms and definitions

Availability	–	Ensuring timely and reliable access to and use of information
Confidentiality	–	Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information
Controller (Customer)	–	Person, company, or other body that determines the purpose and means of personal data processing (this can be determined alone, or jointly with another person/company/body)
Processor (Toloka)	–	Person, company, or other body which processes personal data on the Data Controller's behalf
Data subjects	–	Individual persons whose personal data is collected, held or processed under this Data Processing Agreement. Personal data is any data that can be used to identify an individual, such as a name, addresses, e-mail address, to more obscure information like their ID in service, IP addresses or internet browser data and any other information as defined by applicable law.
Encryption	–	The process of changing plaintext into ciphertext using a cryptographic algorithm and key
Integrity	–	Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity
Personal data breach	–	Incident wherein information is stolen or taken from a system without the knowledge or authorization of the system's owner as defined by applicable law.
Pseudonymisation	–	Particular type of de-identification that both removes the association with a data subject and adds an association between a particular set of characteristics relating to the data subject and one or more pseudonyms. Typically, pseudonymization is implemented by replacing direct identifiers with a pseudonym, such as a randomly generated value
Resilience	–	The ability of a party to enable business acceleration (enterprise resiliency) by preparing for, responding to, and recovering from cyber threats
Sub-processors	–	Third party data processor engaged by a Data Processor who has or will have access to or process personal data from a Data Controller

1. The Parties hereby enter the contractual clauses between controllers and processors.

2. (a)   An entity that is not a Party to these clauses (hereinafter – "Clauses") may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by adding itself to the Annex and signing this Data Processing Agreement.

(b)   Once it has added itself to the Annex and signed this Data Processing Agreement, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex.

(c)   The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

3. The controller may conduct an inspection at the premises or physical facilities of the processor only subject to a separate agreement with the processor specifying conditions of the relevant inspection.

4. The processor has the controller's general authorization for the engagement of sub-processor(s) from the categories as set forth in an agreed list. The processor shall specifically inform in writing the controller of any intended changes of that list through the addition or replacement of the categories of sub-processors at least thirty (30) days in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s).

5. The controller may object to intended changes of the relevant agreed list of sub-processors provided that such objection is based on reasonable grounds relating to data protection by terminating the Agreement immediately upon written notice received by the processor within 20 days as of the controller is informed of the intended changes.

6.   Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the controller and the processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

(a) the pseudonymisation and encryption of personal data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

7. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.

8. Adherence to a code of conduct or a certification mechanism may be used as an element by which to demonstrate compliance with the requirements set out in Article 6 of this Data Protection Agreement.

9. The controller and processor shall take steps to ensure that any natural person acting under the authority of the controller or the processor who has access to personal data does not process them except on instructions from the controller, unless he or she is required to do so by the competent supervisory authorities.

10. In the case of a personal data breach, the controller shall without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the competent supervisory authority, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons. Where the notification to the supervisory authority is not made within 72 hours, it shall be accompanied by reasons for the delay. The notification 1 shall at least:

(a) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

(b) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;

(c) describe the likely consequences of the personal data breach;

(d) describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

11.1 In case of personal data breach processor shall notify controller without undue delay upon processor becoming aware of a personal data breach affecting controller Personal Data, providing controller with sufficient information to allow the controller to meet any obligations to report or inform data subjects of the personal data breach under the Data Protection Laws.

11.2 Processor shall co-operate with the controller and take reasonable commercial steps as are directed by controller to assist in the investigation, mitigation and remediation of each such personal data breach.

11.3 Controller will notify data subjects promptly and without undue delay after becoming aware of a processor's data breach, and promptly take reasonable steps to minimize harm and secure their personal data in co-operate with processor.

11.4 Notification(s) of any personal data breach(s) will be delivered in Written Form to the notification email address.

11.5 The communication to the data subject shall not be required if any of the following conditions are met:

(a) the controller has implemented appropriate technical and organizational protection measures, and those measures were applied to the personal data affected by the personal data breach, in particular those that render the personal data unintelligible to any person who is not authorised to access it, such as encryption;

(b) the controller has taken subsequent measures which ensure that the high risk to the rights and freedoms of data subjects referred to in paragraph 1 is no longer likely to materialize;

(c) it would involve disproportionate effort. In such a case, there shall instead be a public communication or similar measure whereby the data subjects are informed in an equally effective manner.

11.6 Controller has no obligation to assess date subject's data in order to identify information subject to any specific legal requirements.

11.7. Controller's cooperation or response to a personal data breach will not be construed as an acknowledgement by controller of any fault or liability with respect to the personal data breach.

12. The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 10-11.

13. Each Party's liability for any breach of this Data Processing Agreement shall be subject to the limitations and exclusions of liability set out in the Agreement, provided that neither Party limits or excludes any liability that cannot be limited or excluded under applicable law.

14. All references of this Data Processing Agreement to requirements of data protection laws of shall be read as references to relevant requirements of applicable data protection laws, including, without limitation, data protection laws of the Data subjects' countries of residence.

15. Annexes I – IV are attached to this Data Processing Agreement.

ANNEX I

List of parties

Controller (Customer):

Legal entity, or sole trader, or individual who accepted the Agreement

Processor (Toloka):

Intertech Services AG

Werftestrasse 4, 6005 Luzern, Switzerland

Contact person's name, position and contact details: privacy@toloka.ai

ANNEX II

Description of the processing

Categories of data subjects whose personal data is processed

Natural persons whose personal data are contained in Customer's dataset

Categories of personal data processed

Any personal data contained in Customer's dataset

Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Sensitive personal data contained in Customer's dataset. Strict purpose limitation and access restrictions are employed.

Nature of the processing

The processor provides the controller with Services specified in the Agreement. The processor performs on behalf of the controller operations on personal data required to provide the service: Collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, alignment or combination, restriction, erasure, and destruction.

Purpose(s) for which the personal data is processed on behalf of the controller

— access to the data loading interface for machine learning on automatic text/image/audio generation and allows the Customer to create, train, and use machine learning models.

Duration of the processing

Term of the Service under the Agreement entered by the parties plus the period from expiry of the term until deletion of the data by the processor in accordance with this Data Processing Agreement.

Third-party	Role in process	Purpose of transfer	Operations on personal data	Duration of processing
Legal entity, or sole trader, or individual who accepted Agreement for the provision of Services	Controller	access to the data loading interface for machine learning on automatic text/image/audio generation and allows the Customer to create, train, and use machine learning models	Collection, recording, storage, destruction, adaptation or alteration, erasure, transfer (distribution, provision, access)	Duration of the agreement on provision to the controller of the Service under the Agreement plus the period from expiry of the term of the agreement until deletion of personal data by the processor in accordance with this
Yandex.Technologies LLC, Yandex LLC, Beyond ML LLC	Sub-processor	Maintenance of the software used for provision to the controller of the Services under	Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, alignment or combination,	

		Toloka ML Platform Terms of Use	restriction, erasure, and destruction	Data Processing Agreement
Yandex LLC, Global DC Oy, Yandex DC LLC, Yandex DC Vladimir LLC, Yandex DC Kaluga LLC, Microsoft Ireland Operations LTD	Sub-processor	Data center services	Storage, erasure, and destruction	

ANNEX III

Technical and organizational measures including technical and organizational measures to ensure the security of the data

Description of the technical and organizational security measures implemented by the processor(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, as well as the risks for the rights and freedoms of natural persons:

- TLS is used to protect data during transmission. TLSv1.3 is supported.

- Centralized authentication system Yandex ID is used to ensure secure user management. Yandex ID is AICPA SOC 2 and 3 certified (https://yandex.com/support/id/security/soc-2.html). 2FA and 2SV are supported. Passwords are stored using Argon2 KDF.

- Backups are performed daily.

- Physical security. Only authorized personnel have access to the premises. Access is managed with access control systems and video surveillance.

- The processor has developed and adopted a number of policies, including but not limited to:
  ◦ Information Security Policy
  ◦ Sensitive User Data Usage Policy
  ◦ Incident Management Policy
  ◦ Malware Protection Policy
  ◦ Regulations for Physical Access Control

For transfers to (sub-) processors, also describe the specific technical and organizational measures to be taken by the (sub-) processor to be able to provide assistance to the controller:

For transfers to sub-processors that are necessary to ensure technical measures that data subjects are afforded a level of protection that is essentially equivalent to that are implemented by the processor(s)

Description of the specific technical and organizational measures to be taken by the processor to be able to provide assistance to the controller:

Technical and organizational measures to be taken by the processor to be able to provide assistance to the controller are afforded a level of protection that is essentially equivalent to that are implemented by the processor(s)

List of sub-processors

The controller has authorised the use of the following sub-processors:

1.	Name:	Yandex.Technologies LLC
	Address:	16 Lva Tolstogo st., Moscow, 119021, Russia
	Contact person's name, position and contact details:	Anton Karpov, Head of Security Department, +7 (495) 739-70-00, zapret-info@yandex-team.com
	Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):	Processing required for maintenance of the software used for provision to the controller of the Services under the Agreement.
2.	Name:	Global DC Oy
	Address:	Moreenikatu 6, 04600 Mantsala, Finland
	Contact person's name, position and contact details:	Alfred Alexander de Cuba, Member of the Board of Directors, +040 743 1775
	Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):	Processing required for provision to the processor of data center services.
3.	Name:	Yandex DC LLC
	Address:	Room 5B68, 82 Sadovnicheskaya st., Building 2, Moscow, 115035, Russia
	Contact person's name, position and contact details:	Anton Karpov, Head of Security Department, +7 (495) 739-70-00, zapret-info@yandex-team.com
	Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):	Processing required for provision to the processor of data center services.
4.	Name:	Yandex DC Vladimir LLC
	Address:	600902, Vladimir region, Vladimir, Microdistrict Energetik, 1 Poiskovaya str., building 2
	Contact person's name, position and contact details:	Anton Karpov, Head of Security Department, +7 (495) 739-70-00, zapret-info@yandex-team.com
	Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):	Processing required for provision to the processor of data center services.
5.	Name:	Yandex DC Kaluga LLC
	Address:	248002, Kaluga region, Kaluga, Boldina str. 57, office 406
	Contact person's name, position and contact details:	Anton Karpov, Head of Security Department, +7 (495) 739-70-00, zapret-info@yandex-team.com
	Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):	Processing required for provision to the processor of data center services.
6.	Name:	Yandex LLC
	Address:	16 Lva Tolstogo st., Moscow, 119021, Russia
	Contact person's name, position and contact details:	Anton Karpov, Head of Security Department, +7 (495) 739-70-00, zapret-info@yandex-team.com
	Description of the processing (including a clear delimitation of	Processing required for maintenance of the software used for provision to the controller of the Services under Toloka ML Platform

		responsibilities in case several sub-processors are authorised):	Terms of Offer. Processing required for provision to the processor of data center services.
7.	Name:		Microsoft Ireland Operations, Ltd.
	Address:		One Microsoft Place, South County Business Park Leopardstown, Dublin 18, D18 P521, Ireland
	Contact person's name, position and contact details:		Web-form: https://www.microsoft.com/ru-ru/concern/privacy
	Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):		Processing required for provision to the processor of data center services.
8	Name:		Beyond ML LLC
	Address:		Arshakunyats-Admiral Isakov highway, 49-22, Noragyugh, Yerevan AM
	Contact person's name, position and contact details:		info@beyond.ml
	Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorised):		Processing required for maintenance of the software used for provision to the controller of the Services under the Agreement.