Annex: Zero Data Retention

1. **Purpose**

This Annex ("Zero Data Retention Annex") serves as an amendment to the Terms of Service between Nebius B.V. (the "Company") and the Customer (collectively referred as the “Parties”). It establishes a strict "Zero Data Retention" policy, ensuring that Nebius does not collect, store, or retain any Input or Output provided or generated by the Customer while using the Service.

2. **No Collection or Storage of Customer Data**

Notwithstanding any provisions in the Terms of Service to the contrary, the Company commits to the following:

a. The Company shall not collect, store, or retain any Input submitted by the Customer through the Service, **nor** any Output generated by the Models in response to such Input.
b. All Inputs and Outputs will not be logged, cached, or otherwise saved on any Company servers, databases, or **storage** systems beyond the duration necessary to generate and transmit the Output to the Customer. Inputs and Outputs will be accessible to the Company and the Customer only during the session in which they are processed.
c. The Company shall not use any Input or Output for model training, algorithm improvement, **monitoring**, analytics, or any other purpose beyond the provision of the Service to the Customer.

3. **Permitted Metadata Collection.**
   a. Notwithstanding Section 2, the Company may collect, store, and retain metadata related to API calls, including but not limited to:

      i. Technical parameters such as maximum tokens, temperature settings, and other configuration values;

      ii. Metrics regarding the length of Input and Output;

      iii. Other technical metadata necessary for service operation and improvement.

   b. The Company shall not collect the actual content of Inputs or Outputs, only metadata about their characteristics.
   c. Collected metadata may be used for service optimization, usage analytics, and billing purposes.
   d. For the purposes of this section, "Metadata" refers to data that provides information about other data, but not the content of the data itself.

4. **Customer Control and Responsibility**

The Customer acknowledges and agrees that:

a. Following the adoption and application of the "Zero Data Retention" policy, the Company can not be held responsible for any activity related to the management of any Input or Output, this responsibility rests solely with the Customer. The Company therefore does not provide backup, recovery, or archival services for any data processed through the Service.
b. The Customer acknowledges that application of "Zero Data Retention" policy may impact the functionality and availability of certain Services and may limit the ability of the Service to better address the Customer's specific use cases.

5. **Exclusion from Speculative Decoding and Model Training**

The Customer's data will not be used for speculative decoding, training, fine-tuning, or any other form of enhancement or improvement of AI models operated by the Company or third-party providers.

6. **No Change Without Mutual Consent**

This Zero Data Retention Annex may be amended only in writing by mutual agreement of the Parties.

7. **Conflict with Terms of Service**

In the event of any conflict between this Annex and the Terms of Service, the provisions of this Annex shall take precedence with respect to data retention and processing practices.

8. **Governing Law**

This Annex shall be governed by and construed in accordance with the laws of the Netherlands, in line with the governing law provisions of the Terms of Service.

9. **Effective Date**

This Annex becomes effective upon signature by the Parties and shall remain in force unless otherwise amended by mutual agreement between the Company and the Customer.

10. **Signatures**

This Annex is executed in two (2) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties acknowledge their agreement to the terms by signing below:

For Nebius B.V.:

Signature: _____
Name: _____
Title: _____
Date: _____

For Customer:

Signature: _____
Name: _____
Title: _____
Date: _____