

MASTER SERVICES AGREEMENT (MSA)

1. PREAMBLE AND DEFINITIONS

This Master Services Agreement ("Agreement") constitutes a binding legal contract between **Orion Telekom DOO**, a limited liability company incorporated under the laws of the Republic of Serbia, having its registered office at Naselje Zemun Polje Mala Pruga street no. 8 - Belgrade ("**Provider**"), and the entity identifying itself as the Customer in the Order Form or Online Registration ("**Customer**"), for the purpose of providing **ORION AI Factory services**.

CRITICAL NOTICE - STRICTLY B2B: The Services are available **exclusively** to legal entities and companies, academic institutions, and government bodies acting for professional purposes. By executing this Agreement, the Customer represents and warrants that it is **not a Consumer** as defined by the Serbian Law on Consumer Protection or EU Directive 2011/83/EU. Any account found to be held by a Consumer will be terminated immediately without refund.

2. PROVISION OF SERVICES (SUBJECT)

2.1. Infrastructure-as-a-Service (IaaS): Orion AI Factory grants the Customer a non-exclusive, non-transferable right to access and use the High-Performance Computing (HPC) infrastructure and AI Platform-as-a-Service environment (the "**Services**").

2.2. No "Provider" Status (EU AI Act): The Parties expressly agree that Orion AI Factory acts solely as a provider of neutral technical infrastructure and middleware. Orion Factory does not exercise control over the specific datasets, model architectures, or deployment contexts chosen by the Customer. Consequently, the Customer acknowledges that it serves as the sole "**Provider**", "**Deployer**", or "**Manufacturer**" of any AI System developed using the Services under Regulation (EU) 2024/1689 ("EU AI Act").

2.3. Service Evolution: Orion AI Factory reserves the right to update or modify the Services (including hardware specifications and software versions) provided such modifications do not materially degrade the performance or security of the Services.

2.4. All terms used in this Agreement are detailed in the General Terms and Conditions and Acceptable Use Policy (AUP) of Orion Telecom AI Factory Services, which are an integral part of this Agreement. This documents are publicly available on the Provider's website www.oriontelekom.rs and <https://orionfactory.ai/>.

3. FEES, PAYMENT, TAXATION AND SERVICE ACTIVATION

3.1. Fees: Fees for ORION AI Factory services are determined by the applicable purchase order in accordance with the valid Price List, which contains various service packages, and as an Annex is an integral part of this Agreement.

3.2. Invoicing & Payment Terms:

a. **Pre-Payment:** Unless otherwise agreed in an Enterprise Order Form, Services are billed in advance.

- b. **Net Terms:** For invoiced accounts, payment is due within seven (7) days of the invoice date via SWIFT/SEPA Wire Transfer to Orion Factory's designated bank account at OTP Bank Srbija. The User will receive a fiscal invoice in electronic form.
- c. **Late Payment:** Overdue amounts shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by Serbian law, whichever is lower.
- d. **Activation:** The provider is obliged to activate the AI service within 24 hours from the moment of receipt of the User's payment according to the advance invoice.

3.3. Taxation & Reverse Charge:

- a. **VAT Exclusion:** All fees are exclusive of Value Added Tax (VAT).
- b. **EU Customers:** For Customers established in the European Union, the **Reverse Charge Mechanism** applies pursuant to **Article 196 of Council Directive 2006/112/EC**. The Customer is solely liable to account for VAT in their local jurisdiction.
- c. **Non-EU Customers:** Services are classified as an "Export of Services" exempt from Serbian VAT under **Article 12 of the Law on Value Added Tax (Zakon o PDV)**.
- d. **Indemnification:** The Customer agrees to indemnify Orion Telekom against any tax liabilities, penalties, or interest arising from the Customer's failure to provide a valid VAT ID or to properly account for Reverse Charge VAT.

4. INTELLECTUAL PROPERTY & DATA RIGHTS

- 4.1. **Customer Ownership:** As between the Parties, the Customer retains all right, title, and interest in and to the Customer Data, Customer Models, and any intellectual property developed by the Customer using the Services.
- 4.2. **No Training Guarantee:** Orion telekom warrants that it **will not** access, read, use, or reproduce Customer Data to train, fine-tune, or improve its own AI models or any third-party foundation models. Customer Data is processed solely for the purpose of providing the Services.
- 4.3. **Provider IP:** Orion telekom retains all rights to its platform, APIs, deployment scripts, proprietary orchestration logic, and documentation.

5. CONFIDENTIALITY

- 5.1. **Definition:** "Confidential Information" means all non-public information disclosed by a Party ("Discloser") to the other Party ("Recipient"), including but not limited to model weights, training datasets, financial terms, and technical architecture.
- 5.2. **Obligations:** The Recipient shall: (i) hold Confidential Information in strict confidence; (ii) use it only to perform obligations under this Agreement; and (iii) not disclose it to third parties except to authorized employees or professional advisors bound by similar confidentiality obligations.
- 5.3. **Exclusions:** Confidential Information does not include information that is public knowledge, independently developed by the Recipient, or rightfully obtained from a third party.

6. WARRANTIES AND DISCLAIMERS

6.1. **Service Warranty:** Orion telekom warrants that the Services will be provided in a professional manner in accordance with the Service Level Agreement (SLA) defined in the Terms and Conditions, or which is specially agreed upon by this Agreement.

6.2. **DISCLAIMER:** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." ORION TELEKOM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ORION TELEKOM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

7. INDEMNIFICATION

7.1. **By Customer:** The Customer shall indemnify, defend, and hold harmless Orion Factory and its officers from any claims, damages, or fines (including regulatory fines under the EU AI Act or GDPR) arising from:

- a. The Customer's use of the Services in violation of the General Terms and Conditions or Acceptable Use Policy (AUP).
- b. The content, output, or specific application of the Customer's AI models.
- c. Allegations that the Customer Data infringes the intellectual property rights of a third party.

8. LIMITATION OF LIABILITY

8.1. **Liability Cap:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ORION TELEKOM'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

8.2. **Exclusion of Consequential Damages:** IN NO EVENT SHALL ORION TELEKOM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS.

9. TERM AND TERMINATION

9.1. **Term:** This Agreement remains in effect for the Subscription Term specified in the Order Form.

9.2. **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice if the other Party commits a material breach (including non-payment) and fails to cure such breach within ten (10) days.

9.3. **Effect of Termination:** Upon termination, the Customer's access to the Services will cease, and Orion Telekom will delete all Customer Data after a thirty (30) day grace period, unless legally required to retain it.

10. SANCTIONS AND EXPORT COMPLIANCE

10.1. **Warranty:** The Customer represents that it is not named on any U.S. government denied-party list (including OFAC SDN) or EU Consolidated Financial Sanctions List.

10.2. **Restrictions:** The Customer shall not export, re-export, or transfer the Services or NVIDIA technology to any prohibited destination (including Russia, Belarus, Iran, North Korea, Syria, Cuba) or for any prohibited end-use (military, nuclear, missile technology) without prior authorization from the U.S. and Serbian governments.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Serbia. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

11.2. **Dispute Resolution:** Any dispute arising out of or in connection with this Agreement shall be settled by the competent Commercial Court.

Attachments:

1. Terms and Conditions of Orion AI Factory services,
2. Price list - predefined service package,
3. Acceptable Use Policy – AUP,

Parties

for ORION TELEKOM

for USER

Slobodan Đinović, CEO

_____, CEO