

How to use this document. This is the standard Datacenter Lease Agreement of Carrier2. The fields marked [...] are completed per customer. The Datacenter Lease General Terms and Conditions version 09-2026, published at carrier2.network, form an integral part of this Agreement. This Agreement contains no rates other than those recorded in the Lease Schedule for the customer concerned.

PARTIES

1. [...], a company incorporated under the laws of [...], having its registered office at [...], registered with the [...] under number [...], duly represented by [...] ("Carrier2"); and
 2. [...], a company incorporated under the laws of [...], having its registered office at [...], registered with the [...] under number [...], duly represented by [...] (the "Customer"),
- together the "Parties" and each a "Party".

RECITALS

- A. Carrier2 operates data centre capacity and offers that capacity to wholesale customers on a lease basis, priced per kilowatt of Available IT Load at an agreed Tier Level.
- B. The Customer wishes to lease such capacity in order to place its own equipment, or equipment of its own customers, and to resell that capacity as part of its own services.
- C. The Parties record the terms of that lease in this Agreement, in the Lease Schedule attached to it and in the Datacenter Lease General Terms and Conditions.

1 SUBJECT OF THE AGREEMENT

- 1.1 Carrier2 leases to the Customer, and the Customer leases from Carrier2, the Leased Space together with the Contracted IT Load at the Tier Level recorded in the Lease Schedule, on the terms of this Agreement.
- 1.2 The lease is a lease of capacity. Carrier2 reserves the Contracted IT Load and keeps it available at the Delivery Point, irrespective of the electricity the Customer actually draws.
- 1.3 The Customer may resell the leased capacity to its own customers and remains fully liable towards Carrier2 for compliance with this Agreement, including by those customers.

2 DOCUMENTS FORMING PART OF THIS AGREEMENT

- 2.1 The following documents form an integral part of this Agreement and, in the event of conflict, prevail in this order:
 - a. this Agreement, including the Lease Schedule;
 - b. the Datacenter Lease General Terms and Conditions Carrier2, version 09-2026;
 - c. the Service Level Agreement;
 - d. the Price List;
 - e. the Service Description;
 - f. the House Rules and the access agreement.
- 2.2 The Customer confirms that it has received the documents listed under b to f, or has been able to take note of them at carrier2.network, and accepts them.
- 2.3 Carrier2 may amend the documents under b to f in accordance with Article 18 of the Datacenter Lease General Terms and Conditions.

3 LEASE SCHEDULE

3.1 The Lease Schedule records at least the following, per Data Center and per Leased Space:

- a. Data Center: DC[...];
- b. Tier Level: Tier [...] (as defined in Article 4 of the Datacenter Lease General Terms and Conditions);
- c. Leased Space: [...] racks / [...] m² cage / private room [...];
- d. Contracted IT Load: [...] kW;
- e. Rate: EUR [...] per kW of Contracted IT Load per month, at the Tier Level under b;
- f. Monthly Lease Charge: Contracted IT Load × rate = EUR [...] per month, excluding VAT and excluding Additional Services;
- g. Delivery Point: [...];
- h. Promised Date: [...];
- i. Commencement Date: [...];
- j. Ramp Up: [...];
- k. Initial Term: [...] years; Renewal Period: [...] year(s); notice period: [...] months;
- l. Additional Services and their rates: [...];
- m. electricity: charged separately in accordance with [...];
- n. security deposit or bank guarantee: [...];
- o. invoicing details and contact persons: [...].

3.2 Where the Lease Schedule records more than one Data Center or more than one Leased Space, each is recorded separately with its own Tier Level, Contracted IT Load, rate and dates.

3.3 A change to the Lease Schedule is agreed in writing and signed by both Parties. An increase of the Contracted IT Load is subject to available capacity in the Data Center concerned.

4 CHARGES AND PAYMENT

4.1 The Monthly Lease Charge is calculated as the Contracted IT Load in kW multiplied by the rate per kW per month for the agreed Tier Level, as recorded in the Lease Schedule.

4.2 The Monthly Lease Charge covers the Leased Space, the reservation and availability of the Contracted IT Load at the agreed Tier Level, the cooling for that load, the physical security of the Data Center and the standard access arrangements. It covers nothing else.

4.3 Additional Services, including electricity consumption, cross-connects, remote hands, IP transit and bandwidth, additional access cards and installation work, are charged separately in accordance with the Lease Schedule or the Price List.

4.4 The Monthly Lease Charge is invoiced monthly in advance and is payable from the Commencement Date, irrespective of actual use.

4.5 Invoices are payable within fourteen (14) days of the invoice date, unless the Lease Schedule provides otherwise.

4.6 All amounts are exclusive of VAT.

5 TERM

5.1 This Agreement takes effect on the date of signature and the lease commences on the Commencement Date recorded in the Lease Schedule.

5.2 The Initial Term, the Renewal Period and the notice period are recorded in the Lease Schedule. In the absence of a recorded term, the Initial Term is five (5) years, the Agreement renews for successive periods of one (1) year and the notice period is six (6) months.

5.3 Termination is given in writing and takes effect at the end of the current term.

6 OBLIGATIONS OF THE CUSTOMER

- 6.1 The Customer complies with the House Rules, the access agreement and the environmental and energy-efficiency requirements of Article 8 of the Datacenter Lease General Terms and Conditions.
- 6.2 The Customer does not exceed the Contracted IT Load and co-operates with the measures set out in Article 6 of the Datacenter Lease General Terms and Conditions where it does.
- 6.3 The Customer insures the equipment it places and demonstrates that the insurance is in force no later than three (3) months after taking the Leased Space into use.
- 6.4 The Customer provides Carrier2, on request, with the data Carrier2 requires in order to comply with its statutory reporting obligations on the energy use of the Data Center.

7 OBLIGATIONS OF CARRIER2

- 7.1 Carrier2 delivers the Leased Space and the Contracted IT Load ready for use on the Promised Date and keeps the Contracted IT Load available for the Term.
- 7.2 Carrier2 maintains the environmental conditions set out in Article 8 of the Datacenter Lease General Terms and Conditions.
- 7.3 Carrier2 meters the load and the consumption and makes the measurements available to the Customer.
- 7.4 The availability guaranteed for the Available IT Load and the compensation payable if it is not achieved are set out in the Service Level Agreement.

8 LIABILITY

- 8.1 Liability under this Agreement is governed by Article 15 of the Datacenter Lease General Terms and Conditions.
- 8.2 The compensation under the Service Level Agreement is the exclusive remedy for unavailability of the Available IT Load.

9 SECURITY

- 9.1 Article 12 of the Datacenter Lease General Terms and Conditions applies to retention of title, the right of pledge and the right of retention.
- 9.2 Where the Parties create a non-possessory right of pledge, they do so by a separate deed, which is registered with the Dutch tax authorities. This Agreement obliges the Customer to co-operate in executing that deed on first request.

10 GOVERNING LAW AND DISPUTES

- 10.1 This Agreement is governed by the laws of the Netherlands.
- 10.2 Disputes that cannot be resolved amicably are submitted to the competent court in Amsterdam, the Netherlands.
- 10.3 This Agreement is drawn up in the English language. Where a Dutch translation is made available and the texts differ, the English text prevails.

11 MISCELLANEOUS

- 11.1 This Agreement, together with the documents listed in Article 2, constitutes the entire agreement between the Parties in respect of its subject matter and replaces all earlier arrangements on that subject.
- 11.2 Amendments to this Agreement are valid only if agreed in writing and signed by both Parties.
- 11.3 If a provision of this Agreement is void or is annulled, the remaining provisions remain in force and the Parties will replace the provision concerned with a valid provision that approximates its purport as closely as possible.

SIGNATURES

Agreed and signed in twofold.

For Carrier2:

Name: [...]

Position: [...]

Date: [...]

Signature:

For the Customer:

Name: [...]

Position: [...]

Date: [...]

Signature:

ANNEX 1 — LEASE SCHEDULE

Data Center: DC[...]

Tier Level: Tier [...]

Leased Space: [...]

Contracted IT Load: [...] kW

Rate per kW of Contracted IT Load per month at the agreed Tier Level: EUR [...]

Monthly Lease Charge (Contracted IT Load × rate): EUR [...] per month, excluding VAT and excluding Additional Services

Delivery Point: [...]

Promised Date: [...]

Commencement Date: [...]

Ramp Up schedule: [...]

Initial Term / Renewal Period / notice period: [...] / [...] / [...]

Electricity: charged separately — basis: [...]

Additional Services and rates: [...]

Security deposit or bank guarantee: [...]

Invoicing details and contact persons: [...]

COLOPHON

Document: Datacenter Lease Agreement, Carrier2, template version 09-2026

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