

Validity. These Datacenter Lease General Terms and Conditions were published on 18 September 2026 and take effect as of 1 October 2026. They apply to the wholesale lease of data centre capacity by Carrier2 and do not replace the Carrier2 General Terms and Conditions 12-2024, which continue to apply to the interconnection and IP services described in them. These Terms contain no rates; the rates are set out in the Price List and in the Lease Schedule.

1 DEFINITIONS

Additional Services: any service that Carrier2 supplies alongside the Lease and that is not included in the Monthly Lease Charge, including electricity consumption, cross-connects, remote hands, IP transit and bandwidth, access cards, installation work and equipment supplied by Carrier2.

Agreement: the Datacenter Lease Agreement between Carrier2 and the Customer, including the Lease Schedule, these Terms, the Price List, the Service Level Agreement, the Service Description and the House Rules.

Available IT Load: the electrical capacity, expressed in kilowatts (kW), that Carrier2 reserves for the Customer at the Delivery Point and keeps available for the Customer Equipment, irrespective of whether the Customer actually draws it.

Carrier2: the Carrier2 group company stated as the contracting party in the Lease Schedule.

Commencement Date: the date stated in the Lease Schedule on which the Lease commences and on which the Monthly Lease Charge becomes payable.

Contracted IT Load: the Available IT Load agreed with the Customer, recorded in the Lease Schedule in kilowatts.

Customer Equipment: all hardware, servers, network equipment, storage, cabling and accessories that the Customer or its own customers place in the Leased Space, whether owned or leased by them.

Data Center: the data centre from which Carrier2 provides the Lease, designated in the Agreement and in all associated documents as DC1, DC2, DC3 or DC4.

Delivery Point: the point recorded in the Lease Schedule at which Carrier2 makes the power supply, the cooling and, where agreed, the network connection available, and at which Carrier2's responsibility ends and the Customer's begins.

House Rules: the rules laid down by Carrier2 for conduct, works, safety and access in the Data Center, which form part of the Agreement.

Lease: the right of the Customer to use the Leased Space and the Contracted IT Load for the Term, on the terms of the Agreement.

Leased Space: the racks, cages, private rooms or floor area recorded in the Lease Schedule.

Lease Schedule: the schedule to the Agreement in which the Data Center, the Tier Level, the Leased Space, the Contracted IT Load, the rate per kW, the dates and the Additional Services are recorded.

Monthly Lease Charge: the monthly amount payable for the Lease, calculated in accordance with Article 5.

Power Consumption: the electricity actually drawn by the Customer Equipment, expressed in kilowatt-hours (kWh), metered behind the PDU at rack or feed level.

Price List: the applicable Carrier2 price list for the wholesale datacenter lease, which states the rate per kW of Contracted IT Load per month for each Tier Level and the rates for the Additional Services.

Promised Date: the date recorded in the Lease Schedule on which Carrier2 delivers the Leased Space and the Contracted IT Load ready for use.

Ramp Up: the schedule recorded in the Lease Schedule under which the Customer takes the Contracted IT Load into use in phases.

Tier Level: the resilience and availability class of the Data Center agreed for the Lease, as defined in Article 4 and recorded in the Lease Schedule.

Term: the Initial Term and each Renewal Period, as recorded in the Lease Schedule.

2 SCOPE AND ORDER OF PRECEDENCE

- 2.1** These Terms apply to the wholesale lease of data centre capacity: the provision of Leased Space together with a Contracted IT Load at an agreed Tier Level. They apply to the exclusion of any terms of the Customer.
- 2.2** The Agreement consists of the following documents. In the event of conflict, the document higher in this list prevails:
- a. the signed Datacenter Lease Agreement, including the Lease Schedule;
 - b. these Datacenter Lease General Terms and Conditions;
 - c. the Service Level Agreement;
 - d. the Price List;
 - e. the Service Description;
 - f. the House Rules.
- 2.3** Where a Master Service Agreement has been concluded with the Customer and the Agreement refers to it, that Master Service Agreement prevails and these Terms apply in addition.
- 2.4** The binding version of each document is the version published at carrier2.network. Where a version previously supplied differs from the published version, the published version in force applies.

3 WHAT IS LEASED

- 3.1** Carrier2 leases to the Customer the Leased Space together with the Contracted IT Load at the agreed Tier Level, and keeps that capacity available at the Delivery Point for the duration of the Term.
- 3.2** The Lease is a lease of capacity, not of energy. The Customer pays for the Available IT Load that is reserved and kept available for it, irrespective of the Power Consumption actually drawn.
- 3.3** The Lease confers no right of ownership, no lease of immovable property within the meaning of Title 4 of Book 7 of the Dutch Civil Code and no exclusive right to any particular part of the building other than the Leased Space recorded in the Lease Schedule.
- 3.4** Carrier2 may relocate the Leased Space within the same Data Center, or to another Data Center of the same or a higher Tier Level, only with the Customer's prior consent, unless relocation is necessary to end a dangerous situation or to comply with a statutory obligation. Carrier2 bears the reasonable costs of a relocation it initiates.
- 3.5** The Customer may sublet or resell the Leased Space and the Contracted IT Load to its own customers. The Customer remains fully liable towards Carrier2 for compliance with the Agreement, including by those customers.

4 TIER LEVELS

- 4.1** The Lease is entered into at one of four Tier Levels. The Tier Level expresses the resilience of the power supply and the cooling of the Data Center and the extent to which maintenance can be carried out without interrupting the Available IT Load:
- a. Tier I — a single path for power and cooling, no redundant components. Planned maintenance and a component failure interrupt the Available IT Load.
 - b. Tier II — a single path for power and cooling with redundant components. A component failure does not interrupt the Available IT Load; planned maintenance on the path does.
 - c. Tier III — multiple power and cooling paths, of which one is active, with redundant components. Every component and every path can be taken out of service for planned maintenance without interrupting the Available IT Load.
 - d. Tier IV — multiple active power and cooling paths with redundant components and physically separated systems. A single failure in any component or path does not interrupt the Available IT Load.
- 4.2** The Tier Levels in Article 4.1 correspond to the availability classes 1 to 4 for power distribution and environmental control used in the EN 50600 series of standards for data centre facilities and infrastructures.
- 4.3** The Tier Level applicable to the Lease is recorded in the Lease Schedule per Data Center. A Tier Level recorded in the Lease Schedule describes the design of the installations serving the Leased Space. It is not a statement that the Data

Center holds a certification issued by a third party, unless the Lease Schedule expressly states which certification is held and by whom it was issued.

- 4.4 The availability actually guaranteed for the Available IT Load, the measurement of it and the compensation payable if it is not achieved are set out in the Service Level Agreement. This Article determines the design class and the rate; the Service Level Agreement determines the guarantee.

5 CHARGES

- 5.1 The Monthly Lease Charge is calculated as: the Contracted IT Load in kW, multiplied by the rate per kW per month applicable to the agreed Tier Level.
- 5.2 The rate per kW per month for each Tier Level is set out in the Price List. A rate agreed with the Customer that deviates from the Price List is recorded in the Lease Schedule and prevails over the Price List. These Terms contain no rates.
- 5.3 The Monthly Lease Charge covers, and covers only: the Leased Space, the reservation and availability of the Contracted IT Load at the agreed Tier Level, the cooling required for that load within the environmental conditions of Article 8, the physical security of the Data Center, and the standard access arrangements set out in the House Rules.
- 5.4 The Monthly Lease Charge does not cover the Additional Services. Additional Services are charged separately in accordance with the Price List or the Lease Schedule. They include, without limitation: Power Consumption, cross-connects, remote hands, IP transit and bandwidth, additional or replacement access cards, installation and commissioning work, cabling beyond the Delivery Point, and any equipment supplied by Carrier2.
- 5.5 The Monthly Lease Charge is payable in full from the Commencement Date, irrespective of whether the Customer has taken the Contracted IT Load into use and irrespective of the Power Consumption actually drawn.
- 5.6 The Monthly Lease Charge is invoiced monthly in advance. Additional Services are invoiced in accordance with Article 6 and Article 9.
- 5.7 Carrier2 may index the rate per kW annually with effect from 1 January, on the basis of the Statistics Netherlands (CBS) price index for the services sector, unless the Lease Schedule provides otherwise. An indexation is notified at least one month before it takes effect.

6 CONTRACTED IT LOAD AND ITS MEASUREMENT

- 6.1 The Contracted IT Load is recorded in the Lease Schedule in kilowatts. It is both the capacity reserved for the Customer and the technical upper limit of the simultaneous load the Customer may place on the Delivery Point.
- 6.2 Power is expressed in kilowatts (kW) and consumption in kilowatt-hours (kWh). Amperes are the unit in which the fusing and the metered current draw are expressed. The Lease is contracted in kilowatts only.
- 6.3 Carrier2 meters the load and the Power Consumption behind the PDU. Carrier2's measurements are binding for invoicing. The Customer may request a substantiation once per quarter.
- 6.4 If the Customer exceeds the Contracted IT Load, Carrier2 will notify it and set a reasonable period in which to reduce the load or to increase the Contracted IT Load. If the excess persists, Carrier2 may increase the Contracted IT Load to the level actually drawn, rounded up, with effect from the following calendar month, and charge the corresponding Monthly Lease Charge. Carrier2 may in addition limit the load if the safety of the installation requires it.
- 6.5 An increase of the Contracted IT Load is subject to available capacity in the Data Center concerned. A reduction takes effect only by written agreement and not before the end of the current Term, unless agreed otherwise.

7 COMMENCEMENT, DELIVERY AND RAMP UP

- 7.1 Carrier2 delivers the Leased Space and the Contracted IT Load ready for use on the Promised Date.
- 7.2 The Ramp Up records, per rack, cage or private room, the date on which the capacity is taken into use. The Customer notifies those dates to Carrier2 in advance. If it does not notify them, or does not do so in time or in full, the Promised Date applies as the date of taking into use. The Ramp Up records only the date of taking into use; no deviating, reduced or escalating rate applies during the Ramp Up unless the Lease Schedule expressly provides for one.

- 7.3** If Carrier2 does not deliver on the Promised Date for reasons attributable to it, the Commencement Date shifts by the period of the delay and the Monthly Lease Charge is not payable for that period. Any further compensation is governed by the Service Level Agreement.
- 7.4** The Initial Term and the Renewal Period are recorded in the Lease Schedule. In the absence of a recorded term, the Initial Term is five (5) years and the Agreement renews for successive periods of one (1) year unless terminated in writing at least six (6) months before the end of the current term.

8 ENVIRONMENTAL CONDITIONS AND ENERGY EFFICIENCY

- 8.1** Carrier2 maintains in the data halls an inlet temperature of up to and including 40 °C at a relative humidity of 50%. That corresponds to equipment class A3 of the ASHRAE guidelines for data centre environments and falls within the range of EN 50600-2-3 (Information technology — Data centre facilities and infrastructures — Part 2-3: Environmental control).
- 8.2** The Customer places only equipment that is suitable for those conditions. Equipment that does not tolerate them is not placed in the Data Center other than with Carrier2's prior written consent.
- 8.3** Airflow. The Customer closes off unused height units with blanking panels, places the Customer Equipment in the airflow direction indicated by Carrier2, keeps intake and exhaust openings clear and routes cabling so that it does not obstruct the airflow. It does not breach the separation between the cold and hot aisle.
- 8.4** Settings. The Customer configures the Customer Equipment in accordance with the manufacturer's specifications and leaves the energy-saving functions present enabled, including processor power management and temperature-controlled fan regulation.
- 8.5** The Customer complies with the applicable laws and regulations on the energy efficiency of data centres, including Directive (EU) 2023/1791 on energy efficiency and Commission Delegated Regulation (EU) 2024/1364 based on it, and provides Carrier2, on request and within a reasonable period, with the data on its equipment and the use thereof that Carrier2 requires in order to comply with a statutory reporting or registration obligation incumbent on it.
- 8.6** If the Customer fails to comply with this Article, Carrier2 may set a reasonable period for remedy and, if remedy is not forthcoming, take the necessary measures at the Customer's expense, including the fitting of blanking panels.

9 ELECTRICITY AND OTHER CONSUMPTION

- 9.1** Power Consumption is charged separately, in accordance with the Price List or the Lease Schedule. The Lease rate per kW does not include electricity.
- 9.2** Carrier2 invoices an advance payment for the electricity to be supplied monthly in advance and settles it in arrears against the metered Power Consumption.
- 9.3** Changes in energy taxes, levies and network charges that are beyond Carrier2's control are passed on with effect from the date on which they take effect, including within an agreed fixed period.
- 9.4** If the Lease Schedule provides for a fixed price per kWh, that price remains subject to Article 9.3.

10 ACCESS AND HOUSE RULES

- 10.1** Access to the Data Center is governed by the House Rules and by the separate access agreement, in which the persons authorised on behalf of the Customer, the issue of access cards and keys and the liability for them are recorded.
- 10.2** An access card is issued in a person's name and is not transferable. Visitors not recorded in the access agreement are admitted only after prior notification and under escort.
- 10.3** Carrier2 may refuse or withdraw access in the event of a breach of the House Rules, in a dangerous situation, or where Carrier2 has invoked its right of retention under Article 12.
- 10.4** The Customer procures that its own customers and its personnel comply with the House Rules and the access agreement.

11 CUSTOMER EQUIPMENT, RISK AND INSURANCE

- 11.1 The Customer Equipment remains at all times for the account and risk of the Customer, including while it is in a space managed by Carrier2. Carrier2 does not act as a custodian of the Customer Equipment.
- 11.2 The Customer insures the Customer Equipment at its own expense and maintains that insurance for the duration of the Agreement, at least by way of a tenant's interest or contents and goods insurance on a replacement-value basis.
- 11.3 The insurance also covers the Customer's liability for damage caused by the Customer Equipment or by persons working in the Data Center on its behalf.
- 11.4 The Customer demonstrates no later than three (3) months after taking the Leased Space into use that the insurances referred to in this Article are in force, and thereafter on Carrier2's first request.
- 11.5 The Customer indemnifies Carrier2 against claims by its insurer arising from damage to or loss of the Customer Equipment, save in the case of intent or gross negligence on the part of Carrier2.

12 SECURITY, RETENTION AND RETENTION OF TITLE

- 12.1 Goods that Carrier2 supplies to the Customer remain the property of Carrier2 until the Customer has paid everything it owes under the Agreement in full. The Customer may not dispose of, pledge, encumber or remove such goods from the Data Center while title has not passed.
- 12.2 By way of security for payment of everything Carrier2 is owed under the Agreement, the Customer pledges the Customer Equipment to Carrier2 in advance, to the extent the Customer is entitled to do so. A non-possessory right of pledge is created by notarial deed or by a private deed registered with the Dutch tax authorities; the Customer will co-operate in executing and registering such a deed on Carrier2's first request.
- 12.3 Carrier2 is entitled to suspend the release of the Customer Equipment and the Customer's physical access to the Leased Space until payment has been made in full, where more than one invoice is overdue and the conditions of Article 12.4 have been met.
- 12.4 Carrier2 exercises the rights under this Article only where all of the following conditions are met: more than one invoice is overdue; the Customer has been given written notice of default and a final period of at least fourteen (14) days in which to pay; that period has expired without payment; and Carrier2 has notified the Customer in writing that it invokes these rights and on what grounds.
- 12.5 Carrier2 does not appropriate the Customer Equipment. A right of pledge is enforced only in the manner prescribed by law. Any surplus is paid to the Customer.
- 12.6 The costs of creating, registering, valuing, moving, storing, safekeeping and enforcing are for the account of the Customer. The Monthly Lease Charge and the charges for the Leased Space remain payable while these rights are exercised.
- 12.7 The Customer warrants that it is entitled to pledge the Customer Equipment and indemnifies Carrier2 against claims by third parties whose goods are placed in the Leased Space.

13 PAYMENT

- 13.1 Invoices are payable within fourteen (14) days of the invoice date, unless the Lease Schedule provides otherwise. This period applies to all invoices under the Agreement and prevails over any deviating period in another document forming part of the Agreement.
- 13.2 The Customer is in default by operation of law on expiry of the payment period, without notice of default being required. Carrier2 is then entitled to statutory commercial interest and to the extrajudicial collection costs.
- 13.3 The Customer may not set off or suspend payment. A dispute about an invoice does not suspend the obligation to pay the undisputed part.
- 13.4 Carrier2 may require a security deposit or a bank guarantee before the Commencement Date and, where the Customer's payment record gives cause to do so, during the Term.
- 13.5 All amounts are exclusive of VAT and of any other charges arising from statutory regulations.

14 SUSPENSION AND TERMINATION

- 14.1 Carrier2 may suspend the Lease and any Additional Service where the Customer is in default, where the safety of the installation or of persons requires it, or where the Customer breaches the House Rules and does not remedy that breach within a reasonable period. Suspension does not relieve the Customer of its payment obligations.
- 14.2 Either party may terminate the Agreement with immediate effect if the other party is declared bankrupt, is granted a suspension of payments, or ceases its business.
- 14.3 On termination the Customer removes the Customer Equipment within the period recorded in the Lease Schedule, and in the absence of such a period within thirty (30) days, and leaves the Leased Space in its original condition. Charges remain payable until removal is complete.
- 14.4 If the Customer terminates early, or if Carrier2 terminates because of an attributable breach by the Customer, the Monthly Lease Charges for the remainder of the current Term become immediately payable.

15 LIABILITY AND FORCE MAJEURE

- 15.1 Carrier2's liability under the Agreement is limited per event, and per series of related events, to the Monthly Lease Charge for the three (3) months preceding the event, and in any event to the amount paid out by Carrier2's insurer in the case concerned.
- 15.2 Carrier2 is not liable for indirect loss, including loss of profit, loss of turnover, loss of data and claims by the Customer's own customers.
- 15.3 The limitations in this Article do not apply in the case of intent or deliberate recklessness on the part of Carrier2's management.
- 15.4 Neither party is liable for a failure caused by force majeure, including a failure of the public electricity grid beyond the Delivery Point, a failure by a supplier, an act of a public authority, an armed conflict, a cyber attack on public infrastructure and a natural disaster.
- 15.5 The Service Level Agreement governs the compensation payable where an agreed availability is not achieved. That compensation is the exclusive remedy for unavailability.

16 CONFIDENTIALITY AND PERSONAL DATA

- 16.1 Each party keeps confidential the information it obtains from the other party in connection with the Agreement, and uses it only for the performance of the Agreement.
- 16.2 Carrier2 does not disclose the location of the Customer Equipment, the Contracted IT Load or the identity of the Customer to third parties, save where required by law.
- 16.3 Where Carrier2 processes personal data on behalf of the Customer, a data processing agreement applies, which is published at carrier2.network.

17 ASSIGNMENT AND SUBCONTRACTING

- 17.1 The Customer may not assign the Agreement or the rights under it to a third party without Carrier2's prior written consent, which will not be unreasonably withheld.
- 17.2 Carrier2 may engage third parties in the performance of the Agreement and remains responsible for their performance.
- 17.3 Carrier2 may assign the Agreement to a group company, subject to written notice to the Customer.

18 AMENDMENTS

- 18.1 Carrier2 may amend these Terms. An amendment is published at carrier2.network and takes effect on the effective date stated with it, which is at least one month after publication.
- 18.2 If an amendment materially disadvantages the Customer, the Customer may terminate the Agreement in writing with effect from the date on which the amendment takes effect, within fourteen (14) days of publication.

18.3 The rate per kW and the rates for the Additional Services are amended only in accordance with Article 5.7 or by written agreement.

19 GOVERNING LAW AND DISPUTES

19.1 These Terms and the Agreement are governed by the laws of the Netherlands.

19.2 Disputes that cannot be resolved amicably are submitted to the competent court in Amsterdam, the Netherlands.

19.3 These Terms are drawn up in the English language. Where a Dutch translation is made available and the texts differ, the English text prevails.

COLOPHON

Document: Datacenter Lease General Terms and Conditions, Carrier2, version 09-2026

Contracting entity: the Carrier2 group company stated in the Lease Schedule

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Relationship to other documents: these Terms apply to the wholesale datacenter lease. The Carrier2 General Terms and Conditions 12-2024 continue to apply to the interconnection and IP services described in them.

Where to find it: carrier2.network

Internal reference: C2-DCL-2609-EN-7QK4