

Master Service Agreement

Carrier2 · version 2.2 · version date 22 September 2026 · effective 1 October 2026

Validity. Version 2.2, version date 22 September 2026, in force as of 1 October 2026. The English text is binding.

PARTIES

1. Carrier 2 B.V., trading as Carrier2.network, a private limited company registered with the Netherlands Chamber of Commerce under number 34159550 ("Carrier2"); and
 2. the customer identified in the Order Form ("Customer"),
- each a "Party" and together the "Parties".

BACKGROUND

- A. Carrier2 provides data center services — rack space, contracted power capacity, cooling, physical security and related services — in data centers operated by the Operator.
- B. This Master Service Agreement sets out the framework on which Carrier2 provides those services. The specific services, locations, quantities and charges are agreed in one or more Order Forms.

1 DEFINITIONS

- 1.1** In this Agreement the following terms have the meaning set out below:

Agreement: this Master Service Agreement together with all Order Forms and the documents referred to in clause 2.

Billing Start Date: the date stated in the Order Form from which the Monthly Recurring Charges are payable; if no date is stated, the RFS Date.

Business Day: Monday to Friday, excluding public holidays recognised in the Netherlands.

Contracted Capacity: the electrical capacity in kilowatts (kW) reserved for the Customer per rack, cage or room as stated in the Order Form.

Contractual Area: the rack space, cage or room made available to the Customer as described in the Order Form.

Customer Equipment: all hardware, cabling and other property of the Customer or of a third party placed in the Contractual Area by or for the Customer.

Data Center: a facility designated DC1, DC2, DC3 or DC4 in which Carrier2 provides the Services, as specified in the Order Form. No addresses are stated in the contract documents.

MRC and NRC: the monthly recurring charges and the non-recurring (one-off) charges stated in the Order Form.

Operator: Qupra B.V., trading as Qupra Wholesale, registered with the Netherlands Chamber of Commerce under number 18084786, which operates the Data Centers and carries out the facility services on behalf of Carrier2.

Order Form: a document signed by both Parties that specifies the Services, the Data Center, the Contractual Area, the Contracted Capacity, the charges, the Term and any specific arrangements.

Power Consumption Charges: the charges for electricity actually consumed, calculated in accordance with clause 7.

Price List: the Carrier2 Colocation Price List (Prijzlijst Colocatie Carrier2) in the version in force.

Regulations: the Data Center Regulations (house rules and access rules) that form part of this Agreement.

RFS Date: the date on which the Contractual Area and the Contracted Capacity are ready for service, as notified by Carrier2.

Services: the services described in the Order Form, the SLA and the Service Description.

SLA: the Carrier2 Service Level Agreement — Data Center Services.

Term: the Initial Term and any Renewal Term of an Order Form.

2 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

- 2.1** The Agreement consists of the following documents, each a separate document: (a) the Order Form; (b) this Master Service Agreement; (c) the SLA; (d) the Regulations; (e) the Price List; and (f) the Carrier2 Colocation Service Description (Dienstbeschrijving Colocatie).
- 2.2** In the event of conflict, the documents prevail in the order listed in clause 2.1, save that a provision in an Order Form prevails only for that Order Form and only if it expressly deviates from this Master Service Agreement.
- 2.3** Where this Agreement applies, the Carrier2 General Terms and Conditions Colocation (Algemene Voorwaarden Colocatie) apply only to the extent that this Agreement does not provide otherwise. General terms of the Customer do not apply and are expressly rejected.
- 2.4** Sister companies. This Agreement and the documents referred to in clause 2.1 apply equally to the sister companies of Carrier2: Datacenter Hemweg B.V., Datacenter Gyrocoopweg B.V. and Carrier2 Datacenters Amsterdam B.V.. Where one of these companies is a party to an Order Form, "Carrier2" in the Agreement includes that company. These companies are bound by the Agreement and, where they perform work under an Order Form to which they are not a party, may rely on its provisions towards the Customer, including the limitations of liability, as if they were a party.

3 NATURE OF THE SERVICES

- 3.1** The Services are a services agreement. The Customer is granted a non-exclusive right to use the Contractual Area for the placement and operation of Customer Equipment for the duration of the Term. This Agreement is not a lease of real property or of a part of a building, and the provisions of Book 7, Title 4 of the Dutch Civil Code (lease) do not apply.
- 3.2** Carrier2 may, after consultation with the Customer and at its own cost, relocate the Contractual Area within the same Data Center where this is reasonably required for the operation, maintenance or expansion of the Data Center, provided the Services remain materially equivalent.
- 3.3** Carrier2 provides the Services in Data Centers operated by the Operator. The Operator carries out on behalf of Carrier2 the move-in, access control, security, maintenance, metering, cross-connects and remote hands. Carrier2 remains the sole contracting party of the Customer. No contract is formed between the Customer and the Operator. Instructions of the Operator's staff in the Data Center on access, safety, installation and energy use are to be followed as instructions of Carrier2.

4 ORDERING, DELIVERY AND ACCEPTANCE

- 4.1** An Order Form becomes binding when signed by both Parties. Quotations of Carrier2 are non-binding and valid for the period stated therein.
- 4.2** Carrier2 uses reasonable efforts to make the Contractual Area and Contracted Capacity available by the RFS Date stated in the Order Form. Carrier2 notifies the Customer when the Services are ready for service.
- 4.3** The Customer inspects the Contractual Area within five (5) Business Days after the notification. The Services are deemed accepted at the end of that period unless the Customer notifies Carrier2 in writing of a material non-conformity. Minor defects that do not prevent use do not prevent acceptance and are remedied by Carrier2 within a reasonable time. Use of the Contractual Area for production purposes constitutes acceptance.
- 4.4** Early access. Carrier2 may, at the Customer's request, grant access before the RFS Date for installation purposes. During early access no service levels apply, the Customer bears the risk of the Customer Equipment, and power consumed is charged in accordance with clause 7.

5 OBLIGATIONS OF CARRIER2

- 5.1** Carrier2 provides the Services with the care of a professional service provider and in accordance with the SLA. The service levels, the measurement of availability and any service credits are set out exclusively in the SLA and the Order Form.
- 5.2** Carrier2 may carry out maintenance of the Data Center infrastructure. Planned maintenance is announced in accordance with the SLA. Carrier2 may further develop the Data Center and its technical installations, provided this does not materially reduce the agreed Services.

- 5.3** Carrier2 maintains appropriate physical security, including access control, camera surveillance and registration of visitors, as further described in the Regulations.

6 OBLIGATIONS OF THE CUSTOMER

- 6.1** The Customer uses the Contractual Area exclusively for the placement and operation of Customer Equipment for lawful purposes and complies, and ensures that its employees, contractors and visitors comply, with the Regulations.
- 6.2** The Customer does not exceed the Contracted Capacity or the maximum load per power feed. Connection of Customer Equipment to the power infrastructure beyond the rack PDUs, and any work on the power, cooling or network infrastructure of the Data Center, is carried out exclusively by or on behalf of Carrier2.
- 6.3** The Customer installs only equipment that is fit for the environmental conditions stated in the Service Description, complies with applicable safety standards and bears the CE marking where required. The Customer uses blanking panels, observes the hot and cold aisle separation and keeps energy saving functions of its equipment enabled.
- 6.4** The Customer does not make any alterations to the Contractual Area without the prior written consent of Carrier2. Alterations made at the Customer's request are at its cost.
- 6.5** Capacity excess. If the Customer exceeds the Contracted Capacity, Carrier2 notifies the Customer, and the Customer reduces the load within twenty-four (24) hours. If the excess continues or recurs, Carrier2 may increase the Contracted Capacity at the rates of the Price List, or where the excess endangers the Data Center or other customers, disconnect the affected feed after notice where reasonably possible.
- 6.6** Insurance. The Customer insures the Customer Equipment and its liability for damage caused by the Customer Equipment or by persons acting on its behalf for adequate amounts, and provides evidence of that insurance within three (3) months after the RFS Date and thereafter on request. Carrier2 and the Operator do not insure the Customer Equipment and do not act as bailee.
- 6.7** The Customer provides on request the information on its Customer Equipment that Carrier2 or the Operator needs to comply with statutory energy reporting obligations.

7 CHARGES, POWER AND PAYMENT

- 7.1** The Customer pays the NRC upon signing of the Order Form, unless stated otherwise, and the MRC monthly in advance from the Billing Start Date. All amounts are exclusive of VAT.
- 7.2** Power. Unless the Order Form provides otherwise, the MRC includes the reservation of the Contracted Capacity but not the electricity consumed. Power Consumption Charges are calculated monthly per kWh metered at rack level: (purchase price of energy and delivery + taxes and levies) ×

facility factor $1.35 \times (1 + \text{margin of } 26.5\%)$, as further set out in article 9.8 of the Carrier2 General Terms and Conditions Colocation and in the Price List. Carrier2 invoices a monthly advance payment for power based on the expected consumption, which is settled against the metered consumption.

- 7.3** Minimum power charge. The Order Form may provide for a minimum monthly power charge expressed as a percentage of the Contracted Capacity. In that case the Customer pays at least the charge corresponding to that percentage, calculated in accordance with clause 7.2, regardless of actual consumption.
- 7.4** Invoices are payable within fourteen (14) days of the invoice date. If payment is late, the Customer is in default without notice and owes statutory commercial interest (article 6:119a Dutch Civil Code) and reasonable collection costs. If the Customer fails to pay within fourteen (14) days after a written reminder, Carrier2 may suspend the Services after giving a further notice of five (5) Business Days.
- 7.5** Price adjustment. Carrier2 may adjust the MRC once per calendar year with effect from 1 January by the change in the consumer price index (CPI, all households) published by Statistics Netherlands (CBS) over the preceding twelve months. Other price increases are subject to article 9.3 and article 5.3.b of the Carrier2 General Terms and Conditions Colocation. Changes in energy prices, grid charges, taxes and levies are passed on through clause 7.2 and are not price increases.
- 7.6** Deposit. Carrier2 may require a deposit or bank guarantee in the amount stated in the Order Form. The deposit does not bear interest and is returned within two (2) months after the end of the Term, after set-off against any amounts then due.

8 TERM AND TERMINATION

- 8.1** This Master Service Agreement enters into force on signature of the first Order Form and remains in force as long as an Order Form is in force.
- 8.2** Each Order Form has the Initial Term stated therein, commencing on the Billing Start Date. After the Initial Term the Order Form is renewed automatically for successive periods of twelve (12) months, unless terminated by either Party by written notice of at least six (6) months before the end of the then current term.
- 8.3** Either Party may terminate an Order Form with immediate effect by written notice if the other Party materially breaches the Agreement and fails to remedy the breach within thirty (30) days after written notice, or if the other Party is declared bankrupt, is granted a (provisional) suspension of payments or ceases its business.
- 8.4** If the agreement between Carrier2 and the Operator for a Data Center ends, or the Operator's right to operate that Data Center ends, Carrier2 informs the Customer as soon as possible. Carrier2 may then, with the Customer's consent, continue the Services in another Data Center, or terminate the affected Order Form with at least three (3) months' notice without liability

for damages; charges paid in advance for the period after termination are refunded.

- 8.5** If the Customer terminates an Order Form before the end of the Initial Term other than under clause 8.3, the MRC for the remainder of the Initial Term becomes immediately payable, less costs saved by Carrier2.

9 END OF THE TERM

- 9.1** At the end of an Order Form the Customer removes all Customer Equipment at its own cost and risk, no later than the last day of the Term, and returns the Contractual Area in the condition in which it was received, fair wear and tear excepted.
- 9.2** If the Customer fails to do so, Carrier2 may, after a written notice with a period of fourteen (14) days, have the Customer Equipment removed and stored and the Contractual Area restored at the Customer's cost.
- 9.3** Carrier2 may suspend the release of Customer Equipment for as long as amounts due that are sufficiently connected with the Services relating to that equipment remain unpaid, to the extent permitted by articles 3:290 et seq. of the Dutch Civil Code and subject to articles 10.10.d to 10.10.i of the Carrier2 General Terms and Conditions Colocation. This right does not entitle Carrier2 to use, sell or appropriate the equipment other than by enforcement in a manner permitted by law.

10 LIABILITY

- 10.1** Carrier2 is liable only for direct material damage resulting from an attributable failure in the performance of the Agreement. Its liability is limited per event to the MRC of the affected Order Form for one month, and per series of connected events to four times that amount, with a maximum of EUR 10,000 per calendar year.
- 10.2** Carrier2 is not liable for indirect or consequential loss, including loss of revenue, loss of profit, loss of data and business interruption. Where the SLA provides for service credits, those credits are the sole and exclusive remedy for failure to meet the service levels.
- 10.3** The limitations in this clause do not apply to damage caused by intent or gross negligence of Carrier2's management.
- 10.4** The Customer is liable for damage caused by the Customer Equipment and by persons acting on its behalf to the Data Center, to the Operator's installations and to property of other customers, and indemnifies Carrier2 against third-party claims relating thereto.
- 10.5** A claim lapses unless notified in writing within thirty (30) days after the Customer became aware or should reasonably have become aware of the damage.

11 FORCE MAJEURE

- 11.1** Neither Party is liable for failure to perform caused by circumstances beyond its reasonable control, including failures of the public power grid or of

suppliers, government measures, grid congestion measures, strikes, fire, flood and war. If force majeure lasts longer than sixty (60) days, either Party may terminate the affected Order Form without liability. Force majeure does not suspend payment obligations for Services actually provided.

12 CONFIDENTIALITY AND DATA PROTECTION

- 12.1** Each Party keeps confidential all non-public information of the other Party obtained under the Agreement and uses it only to perform the Agreement. This obligation survives termination for three (3) years.
- 12.2** Carrier2 has no logical access to the data on the Customer Equipment and does not process personal data on behalf of the Customer as part of the Services. Personal data of the Customer's staff and visitors (access registration, camera images) are processed by Carrier2 and the Operator as separate controllers for the security of the Data Center, in accordance with the Carrier2 privacy statement.

13 CONTACT PERSONS AND ESCALATION

- 13.1** Each Party appoints a contract manager and operational contact persons as stated in the Order Form. Incidents and requests are reported through the channels stated in the SLA.
- 13.2** Disputes that cannot be resolved at operational level are escalated to the contract managers and subsequently to the management of both Parties, who will meet within ten (10) Business Days to seek a solution before either Party brings proceedings, except for urgent measures.

14 SUBCONTRACTING AND ASSIGNMENT

- 14.1** Carrier2 may engage the Operator and other subcontractors to perform the Services and remains responsible for their performance towards the Customer.
- 14.2** The Customer may not assign or transfer the Agreement, or make the Contractual Area available to third parties, without the prior written consent of Carrier2, which will not be unreasonably withheld. Carrier2 may assign the Agreement to an affiliated company or to a successor in its business.

15 GENERAL

- 15.1** If a provision of the Agreement is invalid, the remaining provisions remain in force and the Parties replace the invalid provision with a valid provision that approximates its purpose as closely as possible.
- 15.2** Amendments to the Agreement are valid only if agreed in writing, including by electronic signature.
- 15.3** The Agreement is governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Disputes are submitted exclusively to the competent court in Amsterdam.

15.4 This Master Service Agreement is drawn up in English. Where a Dutch-language document forming part of the Agreement is referred to, the Dutch text of that document is binding.

COLOPHON

Document: Carrier2 Master Service Agreement — Data Center Services, version 2.2

Publisher and owner: Carrier 2 B.V., trading as Carrier2.network, a private limited company registered with the Netherlands Chamber of Commerce under number 34159550

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