General Terms and Conditions

Qupra Wholesale · version 09-2026 · third edition, published 18 September 2026 · effective as of 18 September 2026 · English translation of the Dutch original "AV Qupra Wholesale 09-2026" — in the event of any discrepancy, the Dutch text prevails

Validity. These General Terms and Conditions were published on 18 September 2026 and take effect as of 18 September 2026. As of that date they supersede the General Terms and Conditions Qupra Wholesale version 06-2026. For Services such as Colocation, Hosting and Internet Access, the Service-Specific Terms and Service Level Agreements referred to in Article 2.7 apply in addition.

Translation. This is an English translation of the Dutch original. Only the Dutch text is binding. In the event of any discrepancy between the Dutch text and this translation, the Dutch text prevails.

ARTICLE 1 DEFINITIONS

In these General Terms and Conditions, and in the other documents forming part of the Agreement, the following terms, whether used in the singular or the plural and written with an initial capital, have the following meaning:

Connection: each unit of a Service that is delivered separately and invoiced separately, such as a rack, a rack unit, a power connection, a circuit, a VoIP account, a number or a subscription, as recorded in the Contract Document, the Rate Plan or the Service Description. Each Connection may have its own Initial Term, Renewal Period and Minimum Monthly Charges.

Colocation: the Service under which Qupra makes Rackspace, Contracted Capacity, cooling and physical security available to the Contracting Party in the Data Center for the placement of Customer Equipment, as further described in the General Terms and Conditions Colocation and Hosting, the Colocation SLA and the Colocation Service Description.

Service-Specific Terms: the terms and conditions laid down separately by Qupra for a specific Service, which form part of the Agreement as an Annex, including in any event the General Terms and Conditions Colocation and Hosting and the Service Level Agreement belonging to a Service.

Initial Term: the first, non-cancellable term of the Agreement or of a Connection, expressed as X + Y in years, where X is the first sub-period and Y the following sub-period and at the same time the Renewal Period.

Renewal Period: the period by which the Agreement or a Connection is each time tacitly renewed after expiry of the Initial Term. The Renewal Period is equal to period Y and is at least one year.

Minimum Monthly Charges: a minimum amount, as recorded by Qupra in the Rate Plan, the Contract Document or the Quotation, that Qupra may charge the Contracting Party per month irrespective of any use of the Service by or on behalf of the Contracting Party: the "minimum spend". The Minimum Monthly Charges relate to the volume expectation created by the Contracting Party when entering into the Agreement by providing consumption indications, and amount to at least 80% of that expected volume.

General Terms and Conditions: these general terms and conditions of Qupra Wholesale, which apply to the provision of the Services and to all requests from, offers and Quotations to, and Agreements with Contracting Parties.

Request: an application by or on behalf of the Contracting Party, made in a manner specified by Qupra, for the provision of a service.

Equipment: the equipment required to obtain access to and/or make use of the Service(s).

Calling Credit: the prepaid and unused amount which may be used for the Service(s) at the agreed Rates.

Premium Rate Number: a network termination point for establishing a connection for which a fee or surcharge is payable — in the Netherlands, for example, an 0900 number.

Annex: a document that forms an inseparable part of the Agreement and describes the conditions of supply, such as the General Terms and Conditions, the Contract Document, Service Descriptions, Service Level Agreements and Price Lists.

Cloud: a network, referred to as the Cloud, in which resources, data and information are stored and which users can access on request by means of some form of internet access.

Content: information made available physically or online by or through Qupra.

Contracting Party: the party with which Qupra is negotiating the provision of Services, or the party with which Qupra has concluded an Agreement for the provision of Services.

Contract Document: a document to be completed and/or signed or electronically approved by the Contracting Party — for example a model agreement drawn up by Qupra — which, once signed by the Contracting Party, forms part of the Agreement and in which the Contracting Party must state which services it will purchase under the conditions described in that document and in the Agreement.

Service(s): the term used in these General Terms and Conditions for the possibility of making non-exclusive use, whether or not on a subscription basis, via (the system of) Qupra, of the Software as a Service offering developed by Qupra using the platform developed by Qupra for the benefit of the Contracting Party, as offered by Qupra and agreed between the Contracting Party and Qupra in the Agreement, including but not limited to the accompanying (electronic) products, hardware, Content, software, website, portals, data files, number portability, consultancy, implementation and maintenance, and the facilities made available by Qupra.

Service Provider: the supplier of hardware and software, services and networks used by Qupra for the Service(s).

Service Description: a document describing the (technical) details of the Services, such as the functionalities and specifications of the Services, which forms part of the Agreement as an Annex.

Domain Name: a unique name by or under which an internet website or other internet-related Service or facility can be identified, consisting of a unique name chosen by the Contracting Party within the available options, followed by a dot and an indication of a country, area, type or other unique type of domain.

User: the Contracting Party and/or the person(s) who, in accordance with the Agreement, has or have the right described in Article 8 to use the Service by or on behalf of the Contracting Party.

Internet Services: Services such as access to the internet, website hosting, email and/or the registration of a Domain Name and related Services.

IP address: a unique number consisting of a series of digits used on the internet to identify machines or a location.

Licence: the non-exclusive right of use granted under the Agreement or these General Terms and Conditions for the use of an (electronic) Service.

Qupra: Qupra B.V., a private limited liability company having its registered office at 8218 NH Lelystad and its business address at Albert Einsteinweg 4, trading under the name Qupra Wholesale and registered in the Trade Register of the Chamber of Commerce under number 18084786, and/or the third parties engaged by Qupra for the provision of the Service.

Number Portability: the service by which the Contracting Party retains the same telephone number when changing provider.

Quotation: any offer by Qupra for the provision of a Service.

Agreement: any (framework) agreement between the Contracting Party and Qupra concerning the provision of Services, including the Annexes, which in any event include these General Terms and Conditions.

Personal Data: any data that can be traced to the Contracting Party and/or the User.

Price List: an online overview of the rates charged by Qupra for the provision of Services.

Ready for Service date: the date on which the Service ordered by the Contracting Party has been delivered and can be put into use by the Contracting Party.

Service Level Agreement: a document, in so far as applicable, in which the level of the Services is described and which forms part of the Agreement as an Annex.

Software as a Service (SaaS): software developed and managed by Qupra that communicates with third-party applications and thereby forms a user interface offered as a Service, which the user can access via internet access (whether or not using a VPN).

Rate: the applicable rates agreed with the Contracting Party and described in the Rate Plan, and/or the generally applicable rates as published on the Website, which Qupra may adjust from time to time.

Rate Plan: the document in which the rates agreed between Qupra and the Contracting Party are recorded.

Access Code: the (login) credentials provided by Qupra to the Contracting Party by means of which access to the Service can be obtained.

Dispatch: the physical or electronic sending or making available by Qupra to the Contracting Party of (parts of) the Service(s).

VoIP: Voice over Internet Protocol; the protocol used by Qupra for voice telephony over the internet.

Facilities: all facilities made available to the Contracting Party for the purpose of the Service(s) to be provided, as described in Article 19 of these General Terms and Conditions, including resources, hardware and/or software (of third parties), physical connections, cables and instruments by means of which access to the Service(s) can be obtained.

Website: the website of Qupra at www.qupra.nl or any website related to Qupra, including the Qupra ordering portal and knowledge base.

Business Days: Monday to Friday, with the exception of nationally recognised public holidays.

Additional terms applying only to the Colocation and Hosting Services

The following terms apply only to the Colocation and Hosting Services. In data centre practice the English terms are customary, also in Dutch usage; they are therefore used in these General Terms and Conditions. Where a term is also defined in the General Terms and Conditions Colocation and Hosting, in the Colocation SLA or in a Master Service Agreement that has been concluded, the definition in that document prevails.

Data Center: a facility operated by Qupra in which the Colocation and Hosting Services are provided. Qupra designates its facilities as DC1, DC2, DC3 and DC4. Which Data Center provides the Service is recorded in the Contract Document or the Services Form.

Premises: the building in which the relevant Data Center is located, identified by the designation of that Data Center in the Contract Document or the Services Form.

Equipment Room: the physical location or locations within the Premises used by the Contracting Party for installing and operating Customer Equipment.

Shared Room: an Equipment Room shared by the Contracting Party with Qupra and with other contracting parties of Qupra.

Private Room, also Suite: a fully separated room with its own fire detection, fire suppression, climate control and power distribution.

Cage: a physically separated, lockable and secured area within a Shared Room.

Rack, also Cabinet: the 19-inch, ETSI or equivalent equipment cabinet in the Data Center in which the Contracting Party places Customer Equipment.

Rack Unit, abbreviated U: the standard height unit of 44.45 mm in which the space taken up within a Rack is expressed.

Rackspace: the space in a Shared Room where the Contracting Party's Rack is installed, or the number of Rack Units taken up within a Rack managed by Qupra.

Customer Equipment: all hardware, servers, network equipment, storage systems, cabling and associated materials owned or leased by the Contracting Party or its customers and placed, stored or installed in the Data Center.

Qupra Technical Infrastructure: all equipment, hardware, software and cabling, including telecommunications cables, PDUs and network infrastructure, that Qupra installs and operates inside or outside the Equipment Room in order to provide the Colocation and Hosting Services. This remains the property of Qupra.

Structured Cabling: all data cabling that Qupra supplies and installs in the Premises at the request of the Contracting Party.

Cross-connect: a physical connection between the Customer Equipment and another party, a carrier or another Rack within the Data Center, which is installed exclusively by or on behalf of Qupra.

Contracted Capacity: the maximum power per Rack, Cage or Private Room agreed with the Contracting Party, expressed in amperes (A) and/or kilowatts (kW), as recorded in the Contract Document, the Rate Plan or the Quotation.

Power Consumption: the actual energy consumption of the Customer Equipment, expressed in kilowatt-hours (kWh), as metered by Qupra at the relevant connection or PDU.

PUE, Power Usage Effectiveness: the ratio between the total energy the Data Center draws from the grid and the energy consumed by the Customer Equipment. The PUE covers cooling, air handling, back-up power, losses in power distribution and general facilities. **Qupra applies a fixed facility factor of 1.35 and never applies a factor higher than 1.5.** A different factor applies only if it is recorded in the Contract Document or the Rate Plan.

EPEX index: the monthly average of the EPEX Day-Ahead NL spot price for electricity, calculated over a calendar month, as published by the relevant exchange.

Network charges: the electricity transport tariffs of the grid operator, as published by Liander for the relevant grid connection, including the fixed and variable components thereof.

Taxes and levies: the energy tax, surcharges and other government levies on electricity payable from time to time.

Margin: Qupra's commercial mark-up over the result after application of the facility factor. **The Margin is 15%** and covers the pre-financing of the energy purchase, profile and imbalance costs, credit risk and the costs of metering, monitoring, invoicing and administration. A different percentage applies only if it is recorded in the Contract Document or the Rate Plan.

Fixed kWh Amount, also Fixed Power Price: a fixed amount per kWh agreed with the Contracting Party, which replaces the monthly calculation under Article 9.8.

Consumption Mechanism: the mechanism recorded in the Agreement by which the price per kWh for the Contracting Party is determined, as referred to in Article 9.9.

Advance Payment: the monthly amount paid in advance for the energy to be supplied, which is set off against actual consumption in accordance with Article 9.9.f.

Power Consumption Charges: the separate pass-through of the energy costs for the Colocation and Hosting Services, calculated in accordance with Article 9.8. These charges are separate from the fixed monthly rates for the Connection and are invoiced monthly in arrears on the basis of the Power Consumption actually metered.

Commencement Date: the date stated in the Contract Document or the Services Form on which the Colocation and Hosting Services begin.

Initial Installation: the one-off delivery of the Rack, Rackspace, Cage or Private Room and the associated cabling.

Access Agreement: the separate key and access agreement between Qupra and the Contracting Party governing access of persons to the Data Center, the issue of access cards and keys and the liability for them.

House Rules, also Regulations: the rules laid down by Qupra for conduct, works, safety and access in the Data Center, which form part of the Agreement as an Annex.

Remote Hands: work that Qupra performs on the Customer Equipment at the request of the Contracting Party because the Contracting Party is not present on site. Remote Hands falls outside the regular Service and is charged as additional work in accordance with Article 11.7.

Colocation Package: a combination of Rackspace, Power & PDU, Max Amp Load, Power Bundle, Uplink, Traffic and Access Card composed by Qupra at a single monthly rate, as set out in the applicable Colocation Price List.

Power & PDU: the number and type of fused power feeds and Power Distribution Units belonging to a Colocation Package, for example 1x16A fused with one PDU or 2x16A fused with two PDUs. Where a dual configuration is provided, the feeds are intended for redundant supply of the Customer Equipment; the sum of the draw across both feeds may not exceed the Max Amp Load.

Max Amp Load: the maximum simultaneous current draw per Rack permitted under a Colocation Package, expressed in amperes. The Max Amp Load is both a technical upper limit and the Contracted Capacity of that package.

Power Bundle: the quantity of energy in kWh per month included in a Colocation Package and for which no separate Power Consumption Charges are invoiced. The Power Bundle is not a credit that can be accumulated: any quantity not consumed in a month lapses at the end of that month and is not paid out or carried over.

Power Commitment: the fixed monthly offtake agreed with the Contracting Party, recorded in the Rate Plan, in one of the following forms: Ampere Commitment (in steps of 2 A), kW Commitment (in steps of 0.5 kW) or kWh Commitment (in tiers of 250 or 500 kWh).

Tier: a step in the Power Commitment table, with a fixed monthly rate set out in the applicable Colocation Price List or in the Rate Plan.

Excess Usage: the part of the Power Consumption in a month that exceeds the Power Bundle or the Power Commitment for that month.

Pay-as-you-go: the offtake structure under which no Power Bundle or Power Commitment applies and the full Power Consumption is charged per kWh at the peak and off-peak rates set out in the Colocation Price List.

Peak and Off-peak: the time bands used by the grid operator and the energy market in which a higher and a lower rate per kWh respectively applies. Where Qupra applies a single blended rate per kWh, that rate is based on a ratio of 60% peak consumption and 40% off-peak consumption.

Demarcation Point: the point recorded in the Contract Document at which Qupra makes the power supply, the cooling and the Uplink available to the Contracting Party, and at which Qupra's responsibility ends and that of the Contracting Party begins.

Facility kWh: a kWh drawn by the Data Center from the public grid, and therefore including the energy for cooling, air handling, back-up power, distribution losses and general facilities.

IT kWh: a kWh consumed by the Customer Equipment itself, metered behind the PDU at rack level. One IT kWh requires PUE times one Facility kWh.

Purchase Price: the price per Facility kWh paid by the Data Center, consisting of the energy component plus the Network charges and the Taxes and levies, determined in accordance with Article 9.8.b or Article 9.8.k.

Peak Hours and Off-peak Hours: the time bands described in Article 9.16.b.

Peak Contract and Off-peak Contract: the offtake arrangements described in Articles 9.16.c and 9.16.d.

Uplink: the network connection of the Rack to Qupra's network, at the port speed and number of ports stated in the Colocation Package or the Colocation Price List, for example 1x1 Gbps, 2x1 Gbps or 2x10 Gbps.

Traffic: the data traffic transported over the Uplink. Traffic is not charged by volume but on bandwidth, measured on the 95th percentile.

95th percentile: the measurement method whereby the bandwidth measured over a calendar month is recorded in intervals, the highest 5% of the measurements are disregarded and the next highest measurement is taken as the bandwidth to be charged. Short-lived peaks therefore do not result in a higher invoice.

Access Card: the personalised card with which a person designated by the Contracting Party has access to the Data Center. The number of cards included is set out in the Colocation Package; additional cards are charged separately in accordance with the Colocation Price List and the Access Agreement.

Private Cage: a purpose-built Cage with its own configuration and its own monthly rate, to which the standard Colocation Packages do not apply.

Introductory Rate: a temporarily reduced monthly rate for a Colocation Package, which applies for the first twelve (12) months from the Commencement Date and thereafter converts into the standard rate set out in the applicable Colocation Price List.

Master Service Agreement, abbreviated MSA: a framework agreement that Qupra may conclude with a Contracting Party for one or more Services.

Colocation Agreement: the agreement in which the Colocation and Hosting Services for an individual Contracting Party are recorded.

ARTICLE 2 APPLICABILITY AND AMENDMENT OF THE TERMS AND CONDITIONS

2.1 The General Terms and Conditions apply to all requests from, offers and Quotations to, and Agreements with Contracting Parties, unless expressly agreed otherwise in writing between the Contracting Party and Qupra. Purchase conditions and/or other (general) terms and conditions of the Contracting Party are hereby expressly rejected and do not apply.

2.2 These General Terms and Conditions also apply to any subsequent Agreements between the Contracting Party and Qupra, unless agreed otherwise in writing.

2.3 Qupra is entitled to amend the General Terms and Conditions unilaterally. Unless expressly agreed otherwise in writing or electronically, such amendments also apply to existing Services and Contracting Parties. In doing so, Qupra will have regard to the reasonable interests of the Contracting Party. Amendments to the General Terms and Conditions take effect one month after announcement on the Website or by invoice, or at such other time as stated in the announcement. The Contracting Party is then entitled to terminate the Agreement with effect from the date on which the proposed amendments would take effect, if the Contracting Party is prejudiced by those amendments. Termination under this paragraph does not affect the Contracting Party's payment obligations.

2.4 The General Terms and Conditions and the Service-Specific Terms can be consulted via the Website. They are also sent free of charge by Qupra on first request.

2.5 If one or more provisions of the General Terms and Conditions and/or the Agreement are declared inapplicable by court decision or otherwise, this does not affect the applicability of the remaining provisions. The parties will adopt (a) new provision(s) in replacement, giving effect as far as legally possible to the intention of the original General Terms and Conditions and/or the Agreement.

2.6 In the event of a conflict between provisions of the Agreement, the following order of precedence applies:

- a. the main text of the Agreement, the Contract Document and — if concluded — the Master Service Agreement;
- b. the Rate Plan and the general price list;
- c. the Service-Specific Terms, including the General Terms and Conditions Colocation and Hosting;
- d. the Service Level Agreement belonging to the Service concerned;
- e. the House Rules and the Access Agreement, in so far as they concern access to and conduct in the Data Center;
- f. the Service Description;
- g. any other documents belonging to the Agreement;
- h. these General Terms and Conditions.

2.7 These General Terms and Conditions apply to all Services of Qupra. For a number of Services, separate Service-Specific Terms, a separate Service Level Agreement and, if concluded, a Master Service Agreement apply in addition. This is the case in any event for:

- **Colocation and Hosting** — the following also apply: the **General Terms and Conditions Colocation and Hosting Qupra Wholesale**, the **Service Level Agreement Colocation Qupra Wholesale**, the **Colocation Service Description**, the applicable **Colocation Price List**, the **House Rules** and the **Access Agreement**. These govern, among other things: access to the Data Center and the issue of access cards and keys, the house rules and works on site, the Contracted Capacity and the Power Consumption Charges, cooling and climate control, insurance of the Customer Equipment, the security deposit, and availability, response times, maintenance windows and the compensation scheme. The documents referred to here apply in the version published on the Website as being in force.
- **Internet Access and other Internet Services** — the **Service Description** and **Service Level Agreement** belonging to that Service also apply, governing among other things availability, response times, maintenance windows and fair use. These documents likewise apply in the version published on the Website as being in force.

2.8 Master Service Agreement. Qupra may conclude a Master Service Agreement with a Contracting Party. If concluded, it applies to the Services named in it and, pursuant to Article 2.6.a, takes precedence over these General Terms and Conditions, which then apply in addition. If no Master Service Agreement has been concluded, these General Terms and Conditions apply together with the documents referred to in Article 2.7.

2.9 The Service-Specific Terms, the Service Level Agreement, the House Rules and the Access Agreement are inextricably linked to these General Terms and Conditions and form part of the Agreement as an Annex. Taking a Service for which Service-Specific Terms apply means that the Contracting Party also accepts those terms. In the event of a conflict between these General Terms and Conditions and the Service-Specific Terms, the Service-Specific Terms prevail, exclusively for the Service to which they relate. Qupra makes the versions in force available on the Website and sends them free of charge on first request.

ARTICLE 3 OFFER AND REQUEST

3.1 All Requests to and/or Quotations from Qupra are entirely without obligation and may be revoked by Qupra at any time before the Agreement is concluded, unless expressly agreed otherwise in writing.

3.2 Unless expressly stated otherwise in writing or electronically, Quotations and Requests from Qupra are valid for 30 calendar days.

3.3 The Service is requested by submitting a Request via the Qupra ordering portal or in any other manner specified by Qupra and takes place, unless expressly agreed otherwise, by the signing and/or electronic confirmation by the Contracting Party of the Contract Document. All correspondence with Qupra must be sent to the address of Qupra included in the definitions of these General Terms and Conditions or to the email address provided to the Contracting Party for that purpose.

3.4 The Contracting Party is responsible for the accuracy of the data provided by or on its behalf and used in the Quotation and/or Request. As between the parties, the content of the Quotation or Request of the Contracting Party as received by Qupra is deemed to be correct. Qupra can only process a Request if the Contracting Party provides all cooperation and information requested by Qupra. If the ultimate rejection of the Request is the result of circumstances attributable to the Contracting Party, the Contracting Party is obliged to reimburse the costs reasonably incurred by Qupra.

3.5 Companies and legal entities are requested to provide Qupra, at the latest upon signing the Agreement, with a recent extract (not older than six months) of their registration(s) with the Chamber of Commerce, together with a copy of a valid identity document (within the meaning of the Dutch Compulsory Identification Act) of the authorised representative of the company or legal entity. The Request must be, and is deemed to have been, made by a representative (statutorily) authorised to do so. If an extract from the trade register is requested but not received by Qupra, the Request is deemed to have been made also in the name and for the account of the authorised representative of the legal entity. In the event of bankruptcy of the legal entity, the obligations pass to that authorised representative.

3.6 Qupra is entitled at all times to have the creditworthiness of the company or legal entity concerned assessed. In the event of a negative credit score, Qupra is entitled to impose additional payment requirements. Qupra is entitled to require reasonable security for the performance of the payment obligations of the Contracting Party. Such security may consist of, but is not limited to, a deposit, a guarantee from the parent company of the Contracting Party or a bank guarantee. The Contracting Party is obliged to provide security acceptable to Qupra upon Qupra's first request.

3.7 Qupra reserves the right to refuse, postpone or suspend a Request for the Service, or, in the event of insufficient demand, to combine Requests and/or their delivery, of which the Contracting Party will be informed as soon as possible. Qupra is entitled to refuse, postpone or suspend the Request for the Service if Qupra has justified doubts about the creditworthiness of the Contracting Party and the security required by Qupra as referred to in Article 3.6 is not provided, or if a direct debit mandate requested by Qupra in respect of the bank account of the Contracting Party (if agreed) is not granted.

ARTICLE 4 CONCLUSION OF THE AGREEMENT

4.1 The Agreement, including any amendments to it, is concluded on (i) the date of the written or electronic confirmation of the Request by Qupra to the Contracting Party, or (ii) by and on the date of signature by both parties of an offer or Quotation from Qupra or of any other document, such as the Rate Plan and price list, or (iii) failing that, at the moment of the actual commencement of the provision of the Service by Qupra or at the moment Qupra is enabled by the Contracting Party to commence that provision. Agreements have a term of X+Y, where Y equals the renewal period agreed in advance.

4.2 Qupra will send the Contracting Party a written confirmation of the Request as submitted by the Contracting Party as soon as possible.

4.3 If the Contracting Party has satisfied all conditions, Qupra will, following the conclusion of the Agreement, arrange access for the Contracting Party to the Service.

4.4 All delivery periods used by Qupra are target periods and any exceedance of a period cannot be attributed to Qupra. Qupra endeavours to inform the Contracting Party as accurately as possible about the expected delivery time.

ARTICLE 5 DURATION, RENEWAL AND TERMINATION OF THE SERVICE

5.1 Duration and renewal

5.1.a The Agreement is concluded on the date determined in accordance with Article 4.1. The term (duration) of the Agreement and of each Connection commences at the moment of actual delivery of the Service by Qupra, or at the moment the Contracting Party is able to start using the Service (the Ready for Service date), whichever occurs first.

5.1.b The Agreement is entered into for an Initial Term of X + Y years. Unless agreed otherwise in writing, an Initial Term of 3 + 3 = 6 years applies. X and Y are each at least one (1) year. If no X and Y have been recorded in the Contract Document, the Rate Plan or the Quotation, the default of 3 + 3 years applies. Each Connection may have its own Initial Term; in that case the term recorded for that Connection in the Contract Document, the Rate Plan or the Quotation applies, and that term commences on the date referred to in Article 5.1.a for that Connection.

5.1.c The Initial Term may be terminated early after period X, provided that the Agreement or the Connection concerned is terminated in writing and digitally no later than three (3) months and no earlier than six (6) months before the end of period X. A termination in which the Contracting Party wishes to retain its number may be submitted no more than six (6) months before the end date. If no timely notice of termination is given before the end of period X, the Agreement or the Connection continues during period Y up to and including the end of the Initial Term X + Y.

5.1.d The Agreement or the Connection ends at the end of the Initial Term provided it is terminated in writing and digitally no later than three (3) months and no earlier than six (6) months before the end of the Initial Term.

5.1.e Notice of termination must at all times be given to Qupra both digitally, via the Qupra ordering portal or via the contact details published on the Website, and in writing on the Contracting Party's letterhead and signed by an authorised representative. Qupra reserves the right to refuse a notice of termination that does not meet the requirements set out in this article. Within two (2) weeks of receipt of the notice, Qupra will send the Contracting Party a written or electronic confirmation of the termination and of the date on which the provision of the Service will end.

5.1.f After expiry of the Initial Term and in the absence of timely notice of termination, the Agreement or the Connection is each time renewed tacitly for the Renewal Period. The Renewal Period is equal to period Y and is at least one (1) year. During a Renewal Period the Contracting Party retains the agreed discounts. Each Renewal Period may be terminated subject to a notice period of three (3) months before the end of that Renewal Period. If no period Y has been agreed, the Agreement or the Connection continues after expiry of the Initial Term for an indefinite period with a notice period of one (1) month. A different duration or notice period may be agreed only in writing.

5.1.g As the end date of the Initial Term or of a Renewal Period approaches, Qupra will proactively point out to the Contracting Party that termination is possible and will offer a new contract. That offer is communicated in several ways, by means of opt-in and/or opt-out, and is always accompanied by a discount or another benefit for the Contracting Party. This safeguards the continuity of the services. A proposed amendment to a provision concerning duration, term or price entitles the Contracting Party to terminate the Agreement free of charge no later than thirty (30) days before that amendment takes effect.

5.2 Early termination and settlement amount

5.2.a If the Agreement or a Connection taken is terminated early by the Contracting Party, that is to say before the end of the Initial Term or of the current Renewal Period, or is terminated because of an attributable breach by the Contracting Party, then — without prejudice to Qupra's other rights — a settlement amount is payable by the Contracting Party immediately upon that early termination. In addition to the outstanding invoiced amounts for the Service, that settlement amount consists of (i) one hundred per cent (100%) of the fixed recurring monthly rates for the Connection and — where applicable — (ii) the monthly variable rates for the Connection, in both cases for the remainder of the Initial Term or of the current Renewal Period of the Agreement or of the Connection concerned.

5.2.b The part of the settlement amount relating to the monthly variable rates for the Connection is determined by multiplying the average monthly volume that has passed over the Service and been invoiced by Qupra during the period already elapsed, by the number of months by which the Agreement or the Connection concerned has been terminated early. Where Minimum Monthly Charges have been agreed for the Connection, the calculation is based on at least those Minimum Monthly Charges.

5.2.c If the Contracting Party terminates the Agreement or a Connection before delivery of the Service, it also owes the one-off rate for the installation and/or delivery of the Service, without discounts.

5.2.d On each early termination and on termination of a Connection, Qupra charges administration costs of EUR 79.00 per termination. This amount may be indexed annually as of 1 January on the basis of the Statistics Netherlands (CBS) price index for the services sector.

5.3 Transition and other termination provisions

5.3.a If the Contracting Party wishes Qupra to cooperate, after the (early) end of the Agreement, in the transition to the services of a new supplier, the Contracting Party must inform Qupra in writing at least one (1) month in advance. Qupra is not obliged to provide such cooperation and may attach further conditions and rates to it. If Qupra continues part of the Service(s) during a transition period to be agreed, any applicable discount percentages lapse and the standard rates will be charged. These General Terms and Conditions also continue to apply in full to those Services.

5.3.b In the event of an onerous price increase of the Service, not being a price increase caused by a price adjustment as described in Article 5.3.c, the Contracting Party has fourteen (14) calendar days from the day of announcement of the price increase to terminate the Service in writing by registered post, unless the price increase does not exceed 7% per annum. After expiry of the period of fourteen (14) calendar days, the Contracting Party is deemed to have accepted the price increase. This threshold of 7% also applies for the purposes of Article 9.3.

5.3.c If a measure laid down by or pursuant to statutory regulation, or a court decision relevant to the sector, obliges Qupra to make a change to the Service or to the rates, the Contracting Party cannot derive from this any right to rescind or terminate the Agreement.

5.4 Termination by Qupra; blocking

5.4.a Qupra is entitled to terminate the Service, without this giving rise to any liability or obligation to pay damages towards the Contracting Party, if it appears that provision of the Service cannot reasonably be considered possible as a result of technical or other impediments.

5.4.b Qupra is entitled to block or suspend the Service with immediate effect, or after notice of default to terminate it in whole or in part, if the Contracting Party fails to perform, or fails to perform in full, any obligation under the Agreement, the Service-Specific Terms or these General Terms and Conditions, and gives no indication that it will perform in the future.

5.4.c Qupra is entitled, without this giving rise to any liability or obligation to pay damages towards the Contracting Party, to terminate the Service and other Agreements in whole or in part with immediate effect without further notice of default or judicial intervention, and to discontinue or suspend the Service, where it is plausible that the Contracting Party:

- entered into the Agreement under false pretences or failed to provide (timely) correct information or changes thereto to Qupra, and there is a suspicion of misuse and/or improper use of the Service;
- acts contrary to the law or public morality, or causes harm to Qupra or a third party;
- is confronted with an official decision to that effect, including for safety and security reasons;
- will not comply with the obligations arising from the Agreement, unless the breach, given its minor significance, does not justify termination.

5.4.d If provision of the Service is terminated for one or more of the reasons referred to in Article 5.4.b or 5.4.c, all payments owed by the Contracting Party, including the settlement amount referred to in Article 5.2, become immediately due and payable in full.

5.4.e If Qupra blocks access to the Service (temporarily) as a result of an attributable breach by the Contracting Party, the Contracting Party nevertheless remains obliged to pay the charges owed for the Service, including the Minimum Monthly Charges, during the period of that blocking.

5.4.f If the Contracting Party takes more than one Service from Qupra, these may be invoiced together on one (1) invoice. Qupra is therefore entitled, if the Contracting Party fails to pay its invoice (in part) on time, to block all Qupra Services.

5.4.g Qupra is entitled to terminate the Agreement with immediate effect without further notice of default or judicial intervention in the event that the bankruptcy of the Contracting Party has been applied for or declared, a suspension of payments has been applied for, or a composition with other creditors has been concluded.

ARTICLE 6 OFFERS AND COMMUNICATIONS

6.1 For the purpose of optimum service, Qupra informs the Contracting Party about offers, new developments and Services offered by or in cooperation with Qupra.

6.2 The Contracting Party may at any time request Qupra free of charge, in writing or by electronic means, to cease sending such information.

ARTICLE 7 THE SERVICE(S) AND THE SERVICE LEVEL

7.1 (Technical) details of the Services are described in the relevant Service Description, which is available from Qupra free of charge. Qupra reserves the right to amend the Service Description unilaterally.

7.2 Qupra will use its best efforts to make the Service available during the agreed period and endeavours to provide the Service with as little disruption as possible. Qupra does not, however, give any guarantees as to the quality and availability of the Service.

7.3 Qupra does not warrant the suitability or usability of the Services for the purpose envisaged by the Contracting Party, even if that purpose has been made known to Qupra in advance. The Service Description is decisive. For the avoidance of doubt: Qupra is not obliged to maintain, amend or add particular functionalities of the Service or software specifically for the Contracting Party.

7.4 The Contracting Party is responsible for having, and for the proper installation and functioning of, all software, hardware and peripherals required for the Service. The Contracting Party is itself responsible for its internet access by connection to the required computer and/or telecommunications network, whether or not by means of a Virtual Private Network ("VPN") connection.

7.5 The Contracting Party is itself responsible for the adequate security of the computer and telecommunications networks it uses. The Contracting Party warrants that it has taken all measures to prevent misuse of the Service. Qupra is never liable in this respect and the Contracting Party indemnifies Qupra against all claims, including where the Contracting Party has adjusted its security level on Qupra's instructions. Qupra endeavours to optimise the Service by means of the security it provides for the Service, but does not guarantee that this security is adequate in all circumstances, and Qupra excludes all liability for damage resulting from sub-optimal security, security vulnerabilities and/or (unlawful) intrusion by third parties.

7.6 Qupra is entitled to make changes in or to the Service without prior notice in so far as this is necessary for required maintenance and/or on account of improvements and/or innovations in the Service, while taking the reasonable interests of the Contracting Party into account as far as possible. Where necessary and possible, Qupra will inform the Contracting Party in good time by means of publication on the Website, by electronic means or by letter. Qupra is entitled, among other things, to (temporarily):

- block access to (parts of) the Service and/or (parts of) its system and/or interfaces, or restrict the use thereof;
- implement procedural and technical changes to the Service (such as changing the network over which the Service is provided) and/or the Access Code(s);
- block the Service temporarily or restrict its use during maintenance.

7.7 Qupra is not liable for damage suffered by the Contracting Party as a result of any of the measures referred to in this Article. If the Contracting Party has to incur costs as a result of the measures referred to in this Article, those costs are entirely for the account of the Contracting Party.

7.8 Qupra is free to engage third parties, such as network and service suppliers, for the provision of the Service.

ARTICLE 8 USE OF THE SERVICE

8.1 The Contracting Party is obliged to follow the reasonable instructions of Qupra regarding the use of the Service and, where relevant, to pass these on to its users. The Contracting Party, and its customers, are obliged to act in accordance with applicable laws and regulations and prevailing standards of decency, and to conduct themselves towards Qupra and other users of the Service as may be expected of a responsible and careful Contracting Party.

8.2 The Contracting Party is responsible for all use of the Service, including in any event all use of the Access Code, VoIP accounts and the related consumption of those VoIP accounts, even if caused by third parties. The Contracting Party is furthermore fully responsible for every statement and all information on its website or through other forms of media, including but not limited to social media.

8.3 Use of the Service means acceptance of the condition that the Contracting Party is responsible for modifying services in the Qupra portal. Such modifications may have cost consequences for the Contracting Party and its customers. Any such costs of modifying services are for the account and risk of the Contracting Party, including where the customer of the Contracting Party is unwilling to pay those costs to the Contracting Party.

8.4 The right to use the Service accrues only to the User(s) who under the Agreement has or have the right of use. If and as soon as the Service is used by more or other users than recorded in the Agreement, the Contracting Party is obliged to pay the fee customarily applied by Qupra for that excess use. Qupra reserves the right to monitor the actual use of the Service by the Contracting Party. Its findings and records are decisive as to whether or not the invoice to the Contracting Party is adjusted.

ARTICLE 9 PRICES AND RATES

9.1 Qupra provides the Service at the prices and rates applied by Qupra at the time the Agreement is concluded, which can be found on the Website and/or are stated in the Agreement. Unless agreed otherwise in writing, and depending on the Service(s) provided, the Contracting Party owes Qupra:

- a. a fixed monthly rate agreed with the Contracting Party; and
- b. a one-off rate for the installation and/or delivery of the Service.

9.2 Unless stated otherwise, all prices applied by Qupra are exclusive of VAT. All prices and rates are exclusive of any other charges arising from statutory regulations and exclusive of administration and dispatch costs.

9.3 Qupra is entitled to change the prices or rates applied, including where the costs Qupra has to incur in the context of its services increase. Qupra will notify the Contracting Party of a rate change as soon as possible by means of publication on its Website and/or on the invoice. In accordance with Article 5.3.b of these General Terms and Conditions, the Contracting Party has, if the rates payable for the Service are increased objectionably, the option of terminating the Service without becoming liable in damages towards Qupra with effect from the date on which the price increase takes effect, unless the price increase does not exceed 7% on an annual basis. In that case the Contracting Party cannot hold Qupra to performance of the Agreement. The Contracting Party is in no event entitled to terminate the Service if the change in rates is necessary in order to comply with rules laid down by or pursuant to statute, or follows from Article 5.3.c.

9.4 Unless stated otherwise, and subject to the provisions of the preceding paragraph and of Article 5.3.b, changed prices and rates apply one month after the moment they are announced by Qupra.

9.5 Qupra is entitled to change its rates and prices monthly. Changes under this paragraph will be announced by Qupra in advance.

9.6 In so far as the agreed fees relate to a particular period and are not owed for that entire period, Qupra may charge a pro rata amount per calendar day.

9.7 Minimum Monthly Charges (minimum spend). Without prejudice to the foregoing, Qupra is entitled to charge the Contracting Party the Minimum Monthly Charges, irrespective of the actual use of the Service by or on behalf of the Contracting Party in the month concerned. The following applies:

- a. the Minimum Monthly Charges relate to the volume expectation outlined by the Contracting Party when entering into the Agreement by providing consumption indications, and amount to at least 80% of that expected volume;
- b. the Minimum Monthly Charges are recorded per Connection or per group of Connections in the Rate Plan, the Contract Document or the Quotation, and apply throughout the Initial Term and each Renewal Period;
- c. if actual consumption in a month falls short of the Minimum Monthly Charges, Qupra invoices the difference; if actual consumption is higher, Qupra invoices the actual consumption;
- d. a shortfall in one month cannot be set off against a surplus in another month, unless agreed otherwise in writing;
- e. the Minimum Monthly Charges remain payable during a blocking or suspension pursuant to Article 5.4 and during a transition period pursuant to Article 5.3.a;
- f. for the calculation of the settlement amount referred to in Article 5.2, the Minimum Monthly Charges are taken as the minimum basis;
- g. the Contracting Party may agree a reduction of the Minimum Monthly Charges with Qupra only in writing. A reduction will in principle lead to an adjustment of the Rates, because the Rates are based in part on the volume expectation provided.

9.8 Power Consumption Charges for Colocation and Hosting — how the price is determined.

For the Colocation and Hosting Services the Contracting Party pays two separate components: (i) the fixed monthly rate for the Connection, which remunerates the reservation and availability of the Contracted Capacity and is payable irrespective of actual use, and (ii) the Power Consumption Charges for the energy actually consumed. This paragraph governs only the second component.

9.8.a **When this paragraph applies.** This paragraph applies if the PUE Calculation has been recorded in the Agreement as the Consumption Mechanism (Article 9.9.b under d). If another Consumption Mechanism has been recorded, that mechanism applies and this paragraph serves only as an explanation of the manner in which Qupra determines its purchase price.

9.8.b **The calculation, in four steps.** The price per kWh is determined as follows:

- **Step 1 — purchase of energy and supply.** The actual purchase price of the energy over the calendar month concerned, plus the costs of supply and transport. Qupra determines this in the manner agreed pursuant to Article 9.8.k: on the basis of the EPEX Day-Ahead NL index and the Network charges of the grid operator, or on the basis of the actual supplier invoices of the Data Center.
- **Step 2 — taxes and levies.** The energy tax and the other levies payable to the government are added. The result of steps 1 and 2 together is the **Purchase Price** per Facility kWh.
- **Step 3 — facility factor 1.35.** The Purchase Price is multiplied by **1.35**. This accounts for the energy the Data Center requires in order to operate the Customer Equipment: cooling, air handling, back-up power, distribution losses and general facilities. This step contains no margin. Qupra never applies a factor higher than 1.5.
- **Step 4 — margin 15%.** The result of step 3 is increased by the Margin of **15%**. This is the only step in which a margin is included; it covers the pre-financing of the purchase, profile and imbalance costs, credit risk and the costs of metering, invoicing and administration.

The formula is therefore: **Power price per kWh = (purchase of energy and supply + taxes and levies) × 1.35 × 1.15.**

9.8.c **What the Contracting Party pays.** The Power Consumption Charges for a month are the metered Power Consumption in kWh over that month, multiplied by the power price per kWh calculated in accordance with Article 9.8.b. Worked example, solely to illustrate the method of calculation and not a rate: at a Purchase Price of EUR 0.20 per kWh, the power price is EUR 0.20 × 1.35 × 1.15 = EUR 0.3105 per kWh; at a metered offtake of 1,000 kWh in that month the Power Consumption Charges amount to EUR 310.50 excluding VAT, from which the Advance Payment for that month is deducted.

9.8.d **Metering.** The Power Consumption is determined exclusively by the metering systems installed by Qupra, including intelligent PDUs, per-circuit metering and the facility's energy monitoring. Qupra's measurements and records are binding for invoicing purposes. Metering equipment of the Contracting Party serves solely for its own information and cannot form the basis of invoicing.

9.8.e **Automatic monthly adjustment.** The calculation under Article 9.8.b is applied automatically each calendar month. Changes in the EPEX index, the Network charges and the Taxes and levies therefore take effect without any need to amend the Agreement and without Article 5.3.b or Article 9.3 applying: this is not a price increase by Qupra but the contractually agreed pass-through of purchase, transport and government costs. The Contracting Party cannot derive any right of termination from an increased power price. Qupra states the index values used on or with the invoice and provides substantiation on request.

9.8.f **Discontinuation or change of an index.** If publication of the EPEX Day-Ahead NL ceases, a comparable Dutch wholesale index for electricity applies. If the structure of the Network charges changes materially, the newly published tariff applies. If the fiscal treatment of electricity changes materially, the statutory amounts then in force are passed through. If no comparable index exists, the parties will jointly and reasonably determine a replacement benchmark reflecting the prevailing Dutch wholesale price for electricity. Failure to reach agreement does not suspend the Contracting Party's payment obligation.

9.8.g **Exceptional market disruption.** In the event of an exceptional and unforeseeable disruption of the Dutch or European wholesale market for electricity — including price caps or emergency measures imposed by government, structural grid capacity shortages, force majeure affecting national generating capacity, or a mandatory curtailment ordered by the grid operator — Qupra is entitled to take reasonable and proportionate temporary measures to preserve the stability of the Data Center, including a proportionate limitation of load, a temporary adjustment of power allocation and a redistribution of Contracted Capacity among contracting parties. Qupra will inform the Contracting Party as soon as reasonably possible of the measure and its expected duration. Such measures do not constitute a breach by Qupra.

9.8.h **Contracted Capacity and exceedance.** The Contracting Party will not exceed the Contracted Capacity per Rack, Cage or Private Room. Load is determined on the basis of actual power in kW. In the event of exceedance, Qupra will notify the Contracting Party in writing and the Contracting Party will reduce the load within twenty-four (24) hours. If the exceedance gives rise to an immediate danger to electrical integrity, cooling, fire safety or other contracting parties, Qupra may limit the power supply immediately without prior notice. Repeated exceedance constitutes a material breach. Qupra may require that a limiter be fitted, that the Contracted Capacity be upgraded or that non-compliant equipment be removed. The associated costs are for the account of the Contracting Party. A request to upgrade the Contracted Capacity is made in writing and is subject to availability; an allocation may result in adjusted rates.

9.8.i **Relationship to the Master Service Agreement.** If a Master Service Agreement has been concluded with the Contracting Party, the arrangement in that agreement applies to the Power Consumption Charges and this Article 9.8 applies only in addition.

9.8.j **Purchase, facility factor and margin — why the sales price per kWh is higher than the exchange price.** Qupra purchases electricity at facility level and sells electricity at rack level. These are not the same kWh, and that is where the difference between purchase and sale lies. The build-up is as follows:

- **What Qupra purchases (Purchase Price per Facility kWh).** This is the price per kWh that the Data Center pays at the grid connection: the energy, the supply and the transport, plus the Taxes and levies. That is the result of steps 1 and 2 of Article 9.8.b.
- **What Qupra sells (IT kWh).** The Power Consumption is metered at rack level, behind the PDU, and therefore concerns only the kWh consumed by the Customer Equipment itself. In order for the Customer Equipment to consume one kWh, the Data Center must draw more than one kWh from the grid; the difference is used for cooling, air handling, back-up power, distribution losses and general facilities. That ratio is the facility factor of 1.35. Step 3 does nothing other than make that conversion and therefore contains no margin.
- **The Margin of 15%.** Step 4 of Article 9.8.b is the only step in which a margin is included. The Margin covers the pre-financing of the energy purchase, the profile and imbalance costs that are not reflected in the index, the credit risk and the costs of metering, monitoring, invoicing and administration of the energy settlement.

- **No double counting.** The facility factor and the Margin each have their own function and are each applied once. The facility factor contains no margin and the Margin contains no facility overhead. If instead a single combined factor covering both is agreed with the Contracting Party, this is expressly recorded as such in the Rate Plan and steps 3 and 4 are not applied separately.
- **Certainty of the factors.** The facility factor of 1.35 and the Margin of 15% are fixed and apply unchanged throughout the Initial Term. Only the Purchase Price moves on a monthly basis. A different factor or a different margin percentage applies only if it is recorded in the Contract Document or the Rate Plan.
- **Inspection.** The Contracting Party may request substantiation in writing once per quarter of the purchase price per kWh applied in the preceding period. Qupra will then provide the index values used, or an overview of the supplier invoices and the total kWh drawn from the grid by the Data Center. Qupra is not obliged to provide data from which the position of other contracting parties could be derived.

9.8.k Alternative purchase basis: the actual supplier invoice. Instead of the EPEX index, the parties may agree that the Purchase Price per Facility kWh is determined on the basis of the actual purchases of the Data Center. In that case: Purchase Price per Facility kWh = the total of the electricity supplier invoices of the Data Center for the calendar month concerned, including Network charges and related levies, divided by the total number of kWh drawn from the grid by the Data Center in that month. The facility factor of 1.35 and the Margin of 15% are then applied to that result in accordance with steps 3 and 4 of Article 9.8.b. Which of the two bases applies is recorded in the Rate Plan; if nothing is recorded there, the EPEX index under Article 9.8.b applies.

9.9 Consumption Mechanism; the Advance Payment.

9.9.a **Recorded in the Agreement.** The Agreement records which Consumption Mechanism for energy applies to the Service. Qupra applies four mechanisms, which are mutually exclusive: no more than one mechanism applies to any one Connection. A change of mechanism is agreed in writing and takes effect on the first day of the calendar month following the change. If no mechanism has been recorded in the Agreement, the mechanism belonging to the Colocation Package taken from the applicable Colocation Price List applies, and failing that the PUE Calculation under d.

9.9.b **The four Consumption Mechanisms.**

- **a. Fixed kWh Amount.** A fixed amount per kWh for the agreed period. That amount is independent of movements in the purchase price: an increase or decrease in the purchase price does not pass through during that period. The amount is recorded in the Contract Document or the Rate Plan.
- **b. Margin plus mark-up.** The Purchase Price under steps 1 and 2 of Article 9.8.b, plus a mark-up per kWh or mark-up percentage recorded in the Contract Document or the Rate Plan. The Purchase Price moves on a monthly basis; the mark-up is fixed.
- **c. Peak and Off-peak.** Settlement per kWh at the peak rate or the off-peak rate set out in the applicable Colocation Price List, according to the time band in which the consumption occurred. The time bands and the operation of this mechanism are governed by Article 9.16.
- **d. PUE Calculation.** The price per kWh is calculated each calendar month on the basis of the actual purchase of energy and supply, plus the taxes and levies, multiplied by the facility factor of 1.35 and then increased by the Margin of 15%. The calculation is set out in full in Article 9.8.

9.9.c **What the mechanism does and does not determine.** The Consumption Mechanism determines only how the price per kWh is arrived at. It does not determine what quantity of energy the Contracting Party takes or owes; that follows from the offtake structure referred to in Article 9.9.d.

9.9.d **Offtake structure.** Irrespective of the Consumption Mechanism, the Agreement records the structure under which the energy is taken: a **Power Bundle** included in a Colocation Package (Article 9.10), a **Power Commitment** under a Tier (Article 9.11), or settlement on **actual consumption** without a bundle or commitment (Article 9.12). The offtake structure determines what part of consumption is included in the monthly rate and when Excess Usage arises.

9.9.e **Inspection.** Irrespective of the Consumption Mechanism, Qupra states the price per kWh applied for the month concerned on or with the invoice and provides substantiation on request. The last bullet of Article 9.8.j applies accordingly.

9.9.f **Advance Payment — applies in all cases.** Qupra works with an Advance Payment for the energy to be supplied in all cases. The following applies:

- a. the Advance Payment is invoiced monthly in advance and is based on the expected consumption of the Contracting Party, determined by reference to historical consumption or, in the absence thereof, by reference to the estimate provided by the Contracting Party and the Contracted Capacity;
- b. the amount of the Advance Payment is recorded in the Contract Document, the Rate Plan or the first invoice;
- c. the Advance Payment is set off against the Power Consumption Charges owed for that month, calculated in accordance with the agreed Consumption Mechanism. A shortfall is invoiced; a surplus is set off against the Advance Payment or the invoice for the following month;
- d. Qupra may adjust the Advance Payment if actual consumption deviates from it structurally, that is to say if for two (2) consecutive calendar months it is more than 15% higher or lower. Qupra will notify the Contracting Party in writing; the adjustment takes effect as of the next calendar month;
- e. on termination of the Service the Advance Payment is settled in the final invoice. Any remaining surplus is refunded within thirty (30) days of the final invoice;
- f. the Advance Payment is not a security deposit and does not replace the security deposit that Qupra may require under the General Terms and Conditions Colocation and Hosting;
- g. failure to pay the Advance Payment constitutes a breach of the payment obligation as referred to in Article 10.4.

9.10 Colocation Packages and their components.

9.10.a A Colocation Package consists of the following components, as set out per package in the applicable Colocation Price List: **Rackspace** (the height taken up in Rack Units or the entire Rack), **Power & PDU** (the number and type of fused power feeds and PDUs), **Max Amp Load** (the maximum simultaneous current load), **Power Bundle** (the quantity of kWh per month included), **Uplink** (the number and speed of the network ports), **Traffic** (the bandwidth included, measured on the 95th percentile) and **Access Card** (the number of access cards included with 24/7 access).

9.10.b The components of a Colocation Package cannot be taken or credited separately. A component that is not used, or not fully used, does not give rise to any right to a reduction of the monthly rate.

9.10.c The monthly rate of a Colocation Package is a fixed rate and is payable irrespective of the actual use of the Rackspace, the Uplink or the Power Bundle.

9.10.d **Excess Usage of the Power Bundle.** If the Contracting Party consumes more kWh in a calendar month than the Power Bundle of the package, the Excess Usage is charged separately at the rate per kWh for Excess Usage set out in the applicable Colocation Price List. Any unused part of the Power Bundle lapses at the end of the month and is not paid out, credited or carried over to a following month.

9.10.e **Upgrade following Excess Usage.** If Excess Usage occurs in a calendar month, Qupra may, with effect from the following calendar month, place the Contracting Party in the Colocation Package or the Tier matching its actual consumption. Qupra will notify the Contracting Party in writing. Exceeding the Max Amp Load remains subject to Article 9.8.h.

9.10.f **Private Cage and bespoke configurations.** The standard Colocation Packages do not apply to a Private Cage or to other purpose-built configurations. In those cases the size, Contracted Capacity, energy settlement, Uplink and rate are recorded separately in the Contract Document or the Quotation.

9.10.g **Introductory Rate.** If an Introductory Rate has been agreed for a Colocation Package, that rate applies for the first twelve (12) months from the Commencement Date. Thereafter the monthly rate converts, without further notice, into the standard rate then applicable under the Colocation Price List. The Introductory Rate does not affect the Initial Term or the Renewal Period.

9.11 Power Commitment: Ampere, kW and kWh.

9.11.a **Determination at the outset.** On entering into the Agreement, the Power Commitment is determined on the basis of the historical consumption of the Customer Equipment or, in the absence thereof, on the basis of an estimate provided by the Contracting Party. The Contracting Party warrants the accuracy of that statement.

9.11.b **Tiers.** The Power Commitment is taken in fixed steps: the **Ampere Commitment** in steps of 2 A, the **kW Commitment** in steps of 0.5 kW and the **kWh Commitment** in tiers of 250 or 500 kWh. Each of these steps carries a fixed monthly rate set out in the applicable Colocation Price List or in the Rate Plan. The monthly rate is payable irrespective of actual consumption.

9.11.c **Blended rate.** The rates per Tier are based on a single blended rate per kWh, calculated on a ratio of 60% peak consumption and 40% off-peak consumption. Qupra applies that blended rate per bundle in order to keep the settlement unambiguous and verifiable for the Contracting Party.

9.11.d **Excess Usage and movement to a higher Tier.** If the Contracting Party consumes more in a calendar month than the agreed Power Commitment, the Excess Usage for that month is charged at the rate per kWh for Excess Usage set out in the applicable Colocation Price List. With effect from the following calendar month, the Contracting Party is placed in the next Tier matching its actual consumption, at the corresponding monthly rate. That placement is not temporary: a move down to a lower Tier takes place only at the written request of the Contracting Party and not before consumption has remained below that lower Tier for three (3) consecutive calendar months.

9.11.e **Normal consumption pattern.** The Power Commitment assumes a normal consumption pattern over the day and over the month, in which consumption does not structurally exceed the agreed Commitment. Where the pattern deviates strongly — in particular where more than 70% of consumption falls within the peak hours combined with little or no consumption in the off-peak hours — the blended rate does not apply. In that case Qupra may move to settlement on a Pay-as-you-go basis using the separate peak and off-peak rates, or to the PUE Calculation under Article 9.8. Qupra will notify the Contracting Party in writing.

9.11.f **The technical limit remains the upper limit.** An Ampere Commitment confers the right to unlimited offtake within the agreed ampere value, but never more than the capacity of the power feed of the Rack concerned. The Max Amp Load and Article 9.8.h continue to apply in full.

9.12 Settlement on actual consumption (Pay-as-you-go).

Where the offtake structure is settlement on actual consumption, the full metered Power Consumption is charged per kWh at the peak rate or the off-peak rate set out in the applicable Colocation Price List, according to the time band in which the consumption occurred. The rates set out in the Price List are maximum rates. Under this structure Qupra may take a forecast of consumption as the basis for a monthly Advance Payment, with settlement on the basis of actual metering.

9.13 Traffic and measurement on the 95th percentile.

9.13.a The Traffic included in a Colocation Package concerns bandwidth, not volume. The bandwidth to be charged is determined per calendar month on the 95th percentile: the highest 5% of the measurements are disregarded and the next highest measurement is taken as the bandwidth to be charged.

9.13.b If the bandwidth determined under Article 9.13.a exceeds the bandwidth included in the Colocation Package, the difference is charged in accordance with the Traffic tiers set out in the applicable Colocation Price List.

9.13.c The Uplink is a connection to Qupra's network. The port speed limits the technically achievable bandwidth and does not confer a right to that bandwidth; the right to bandwidth follows exclusively from the Traffic included or taken.

9.13.d Qupra's measurements are binding for the invoicing of Traffic. Article 9.8.d applies accordingly.

9.14 Access Cards, Cross-connects and Remote Hands.

9.14.a The number of Access Cards included in a Colocation Package gives the person named on the card 24/7 access to the Data Center, subject to the Access Agreement and the House Rules. An Access Card is personal and non-transferable.

9.14.b Additional Access Cards, the replacement of a lost or damaged Access Card and the issue of keys are charged separately in accordance with the applicable Colocation Price List.

9.14.c The installation of a Cross-connect and the performance of Remote Hands are charged separately in accordance with the applicable Colocation Price List, or as additional work under Article 11.7.

9.14.d One-off costs for Initial Installation, for the delivery of an Uplink and for the issue of Access Cards are charged at the outset in accordance with the applicable Colocation Price List.

9.15 Colocation Price List.

The amounts belonging to the components described in Articles 9.9 to 9.14 — the monthly rates per Colocation Package and per Tier, the rates for Excess Usage, the peak and off-peak rates, the rates for Traffic, Uplink, Access Cards, Cross-connects and Remote Hands, and the one-off costs — are set out exclusively in the applicable Colocation Price List and, in so far as agreed differently with the Contracting Party, in the Rate Plan. In the event of a conflict between the Colocation Price List and the Rate Plan, the Rate Plan prevails. These General Terms and Conditions themselves contain no rates.

9.16 Peak and off-peak: what peak and off-peak contracts are.

9.16.a **Why there are two rates.** The wholesale price for electricity differs by hour of the day. In the hours of highest demand — the peak hours — the purchase price is structurally higher than in the hours of low demand, the off-peak hours. Qupra passes that difference on in two separate rates per kWh: a **peak rate** and an **off-peak rate**. Both are set out in the applicable Colocation Price List; these General Terms and Conditions contain no rates.

9.16.b **The time bands.** The hours from 08:00 to 20:00 (Dutch time) on business days count as peak hours. All other hours, together with Saturdays, Sundays and public holidays generally recognised in the Netherlands, count as off-peak hours. Where the Colocation Price List or the Rate Plan provides otherwise, that different classification applies.

9.16.c **Peak Contract.** Under a Peak Contract the Contracting Party takes the agreed capacity or volume in the peak hours and consumption in those hours is settled at the peak rate. A Peak Contract is appropriate where the Customer Equipment runs at full load during office hours and consumes little outside those hours.

9.16.d **Off-peak Contract.** Under an Off-peak Contract the Contracting Party shifts the centre of gravity of its consumption to the off-peak hours and that consumption is settled at the off-peak rate. An Off-peak Contract is appropriate for load that can be scheduled, such as batch processing, computing jobs, back-ups and replication. The Contracting Party itself determines when that load runs; Qupra does not control the Customer Equipment.

9.16.e **Blended rate under a Power Commitment.** Under the Power Commitment mechanism Qupra does not apply two separate rates but a single blended rate per kWh on a ratio of 60% peak and 40% off-peak, as provided in Article 9.11.c. That blended rate assumes a consumption pattern approximating that ratio. Where the pattern deviates strongly, Article 9.11.e applies: Qupra may move to settlement at the separate peak and off-peak rates.

9.16.f **Determination of the time band.** The time band in which consumption occurred is determined by reference to the quarter-hourly or hourly metering by Qupra's metering systems. Article 9.8.d applies accordingly.

9.16.g **Relationship to the other Consumption Mechanisms.** Peak and off-peak rates apply under the Peak and Off-peak Consumption Mechanism (Article 9.9.b under c) and, in so far as agreed, to Excess Usage. Under the Fixed kWh Amount, Margin plus mark-up and PUE Calculation mechanisms no differentiation by time band is made, unless the Rate Plan provides otherwise.

9.17 Private Room and Suite: allocation of responsibility, costs and service level.

9.17.a **Exclusive control of the Contracting Party.** Where the Contracting Party takes a Private Room or Suite, it has exclusive factual control over that space. Qupra has no access to the Private Room or Suite, save as provided in Article 9.17.f. What is located and occurs within that space is therefore outside Qupra's observation and influence.

9.17.b **Demarcation Point.** The Contract Document records, for each Private Room or Suite, the Demarcation Point: the point at which Qupra makes the power supply, the cooling and the Uplink available to the Contracting Party. Up to and including the Demarcation Point, Qupra is responsible. Beyond the Demarcation Point, that is to say within the Private Room or Suite, the Contracting Party is responsible.

9.17.c **What is for the account of the Contracting Party beyond the Demarcation Point.** The following are for the account and risk of the Contracting Party, without this enumeration being exhaustive: the distribution of power beyond the Demarcation Point; the PDUs within the space, their maintenance and their replacement; all internal power and data cabling; the arrangement of the Racks and the distribution of load across them; airflow management, including blanking panels, aisle containment, floor tiles, cable cut-outs and the prevention of bypass air; the temperature and humidity conditions within the space in so far as these result from its own layout and load; its own monitoring; its own locks, keys and access management; keeping the space clean and removing packaging and waste material; and compliance with the House Rules by everyone to whom the Contracting Party grants access.

9.17.d **Costs.** All works, materials, damage, incidents and consequences originating within the Private Room or Suite are for the account of the Contracting Party. The same applies to the costs incurred by Qupra where it is required to act pursuant to Article 9.17.f, and to the costs of restoring the Qupra Technical Infrastructure or of damage to the interests of other contracting parties resulting therefrom.

9.17.e **The service level is measured at the Demarcation Point.** The agreed service levels for power supply, cooling and connectivity are measured exclusively at the Demarcation Point. They do not relate to the situation within the Private Room or Suite. Qupra is not liable for the consequences of the layout, load distribution or airflow management chosen by the Contracting Party, including localised temperature rise, shutdown of its own equipment or failure of one of its own PDUs or circuits. An incident originating within the Private Room or Suite does not constitute unavailability within the meaning of the applicable service levels.

9.17.f **Access by Qupra.** Qupra enters the Private Room or Suite only: (i) with the prior consent of the Contracting Party; (ii) for maintenance of or repairs to the Qupra Technical Infrastructure running through the space, following timely notice; (iii) where an acute threat to electrical integrity, cooling, fire safety, the Qupra Technical Infrastructure or other contracting parties requires immediate intervention; or (iv) where a statutory obligation or an order of a competent authority so requires. In cases (iii) and (iv) prior consent is not required and Qupra will inform the Contracting Party as soon as reasonably possible.

9.17.g **No obligation without access.** In so far as Qupra is unable to perform an obligation because the Contracting Party does not grant, or does not grant in time or in full, the access required, Qupra is released from that obligation for as long as access is withheld and the service levels relating thereto are suspended for that period. The Contracting Party will designate at least one contact person who is reachable twenty-four hours a day for access requests.

9.17.h **Inspection.** Qupra may request the Contracting Party to enable it to inspect the space once per calendar year, and further upon a reasonable suspicion of a dangerous or non-compliant situation. The Contracting Party will cooperate within a reasonable period. If Qupra identifies a non-compliant situation on such inspection, the Contracting Party will remedy it within the reasonable period set by Qupra; failing remedy, Qupra may carry out the remedy at the expense of the Contracting Party.

9.18 A Rack in a Shared Room: all-in rate.

9.18.a **All-in.** Where the Contracting Party takes a Rack or Rackspace in a Shared Room, a single fixed monthly rate per Rack or per Colocation Package applies, in which virtually all services are included. That rate includes: the Rackspace; the agreed fused and, where agreed, redundant power feeds and the associated PDUs; the Power Bundle belonging to the package; the cooling and air handling of the space; the Uplink with the Traffic included; the number of Access Cards included with 24/7 access; the physical security, access management and camera surveillance of the Data Center; fire detection and fire protection; the back-up power supply and the monitoring thereof; the monitoring and preventive maintenance of the Qupra Technical Infrastructure; cleaning of the space and the general facility services; and the standard support under Article 15.

9.18.b **What is not included in the all-in rate.** The following are charged separately: Excess Usage of the Power Bundle (Article 9.10.d); Traffic above the bandwidth included (Article 9.13.b); additional or replacement Access Cards and keys (Article 9.14.b); Cross-connects and Remote Hands (Article 9.14.c); the Initial Installation and other one-off costs (Article 9.14.d); bespoke and additional work (Articles 11.6 and 11.7); and the costs of remedy and intervention resulting from non-compliance by the Contracting Party.

9.18.c **Difference from a Private Room or Suite.** In a Shared Room, Qupra manages the space. The airflow management of the space, the blanking panels and aisle containment, the floor and the general facilities are therefore a matter for Qupra and not for the Contracting Party. The responsibility of the Contracting Party begins with the Customer Equipment within the Rack. Article 9.17 does not apply to a Rack in a Shared Room.

9.18.d **Equal treatment of the space.** Because a Shared Room is used by more than one contracting party, Qupra may give instructions on the layout within the Rack, the use of blanking panels and the maximum capacity that may be drawn simultaneously, in so far as this is necessary in order to maintain the cooling and electrical integrity of the space for all contracting parties. The Contracting Party will comply with those instructions.

ARTICLE 10 INVOICING AND PAYMENT

10.1 Qupra invoices the Service on or after (the commencement of) delivery of the Service and, where this concerns a subscription, in advance for the full subscription period or for the monthly charges, unless expressly agreed otherwise in writing or electronically. The administration costs on termination are governed by Article 5.2.d.

10.2 The electronic invoice, with any accompanying statements, is sent to the email address provided by the Contracting Party for that purpose. At the request of the Contracting Party, Qupra may provide a paper invoice with any accompanying statements. Qupra is entitled to charge reasonable costs for this.

10.3 The data recorded by Qupra concerning the Connection and its use are binding as the basis for invoicing.

10.4 Payment

10.4.a Unless agreed otherwise in writing, payment is made by SEPA direct debit from the bank account of the Contracting Party, for which the Contracting Party will provide Qupra with a written mandate.

10.4.b Qupra sends the Contracting Party a monthly invoice for the Services provided.

10.4.c If payment is not made by direct debit, a payment term of fourteen (14) calendar days from the invoice date applies.

10.4.d Unless expressly agreed otherwise in writing or electronically, monthly subscription charges are invoiced by Qupra in arrears for each month and paid by the Contracting Party by way of (automatic) advance payment.

10.4.e The Contracting Party is in default without further notice of default if it allows the payment term referred to in Article 10.4.c to expire without meeting its payment obligation.

10.4.f Payments made by the Contracting Party are applied first to any interest and costs owed and secondly to the oldest outstanding due invoices, even if the Contracting Party states that the payment relates to a later invoice.

10.4.g If payment is not made within fourteen (14) calendar days of receipt of the payment reminder, Qupra is entitled to charge statutory commercial interest from the day on which the period referred to in this paragraph has expired. Payment must be made by the Contracting Party without any right of retention, discount, set-off or compensation.

10.4.h If the Contracting Party is in default or otherwise fails to perform the Agreement or these General Terms and Conditions, Qupra is entitled to charge all costs actually incurred (including collection costs) in obtaining payment to the Contracting Party and to charge default interest from the moment the Contracting Party is in default, without prejudice to the consequences attached by law to such default or breach.

10.4.i The payment term in Article 10.4.c and the occurrence of default under Article 10.4.e apply to all Services. By way of derogation from the order of precedence in Article 2.6, these provisions prevail on this point over any different payment term in Service-Specific Terms, including the General Terms and Conditions Colocation and Hosting.

10.5 Objections to the amounts charged and/or debited by Qupra must be notified by the Contracting Party in writing as soon as possible and in any event within fourteen (14) calendar days of the invoice date. Any suspension of the payment term requires Qupra's prior written consent. If the Contracting Party's objections prove unfounded, the Contracting Party owes the costs reasonably incurred by Qupra. The data generated by Qupra are decisive for the assessment of the objections. After expiry of the period referred to in this paragraph, the Contracting Party is deemed to have agreed to the amount charged.

10.6 Any reliance by the Contracting Party on set-off of an outstanding amount against Qupra's claim is excluded.

10.7 Any monetary claims Qupra has against the Contracting Party may not be assigned by the Contracting Party to third parties.

10.8 For Colocation, Qupra may require a security deposit under the General Terms and Conditions Colocation and Hosting. For the energy to be supplied, Qupra invoices an Advance Payment monthly in advance in accordance with Article 9.9.f. The Power Consumption Charges are determined monthly in arrears on the basis of the metered Power Consumption and the agreed Consumption Mechanism, and are set off against the Advance Payment for that month. The fixed monthly rate for the Connection is invoiced in advance. Qupra may in addition invoice separately: the installation of a Cross-connect, Remote Hands, the replacement of access cards and keys, remedial costs in the event of non-compliance, and damage caused by the Contracting Party.

10.9 Retention of title to hardware.

10.9.a All goods that Qupra supplies or has supplied to the Contracting Party — including hardware, servers, network equipment, peripherals, PDUs, cabling and accessories — remain the property of Qupra until the Contracting Party has paid everything it owes Qupra under the Agreement, including the related interest, costs and claims for failure to perform.

10.9.b By entering into the Agreement, the Contracting Party irrevocably agrees to this retention of title. It cannot invoke a lack of awareness of it.

10.9.c For as long as title has not passed to the Contracting Party, it may not dispose of, pledge, encumber, let, lend, make available to a third party or remove from the Data Center the goods concerned without Qupra's prior written consent.

10.9.d The Contracting Party keeps the goods identifiable as Qupra's property, handles them with care and insures them against the usual risks. It notifies Qupra without delay as soon as a third party asserts rights to the goods or attaches them, or if the Contracting Party is declared bankrupt or granted a suspension of payments.

10.9.e If payment is not made or the Contracting Party otherwise fails to perform, Qupra is entitled to repossess the goods without notice of default and without judicial intervention. For that purpose the Contracting Party hereby irrevocably grants Qupra access to the place where the goods are located and provides the cooperation required. The costs of repossession are borne by the Contracting Party.

10.9.f This Article applies solely to goods that Qupra supplies to the Contracting Party. Qupra does not establish retention of title over the Contracting Party's Customer Equipment; Articles 10.10 and 14.7 apply to that.

10.10 Right of pledge and right of retention over the Customer Equipment.

10.10.a Security. As security for payment of everything Qupra has or will acquire as a claim against the Contracting Party under the Agreement, including interest, costs and claims for failure to perform, the Contracting Party pledges the Customer Equipment to Qupra. This is a non-possessory right of pledge within the meaning of Article 3:237 of the Dutch Civil Code. For Customer Equipment that the Contracting Party places in the Data Center after entering into the Agreement, the pledge is granted in advance. By entering into the Agreement, the Contracting Party irrevocably agrees to this.

10.10.b Cooperation and power of attorney. A non-possessory right of pledge is established by notarial deed or by a registered private deed. The Contracting Party is obliged, at Qupra's first request, to cooperate in drawing up, signing and registering that deed, and to provide all information Qupra requires, including an up-to-date list of the Customer Equipment stating make, type and serial number. The Contracting Party hereby irrevocably authorises Qupra to draw up, sign and register that deed on its behalf, and to update that list on its behalf.

10.10.c Power of disposal and indemnity. The Contracting Party warrants that it is authorised to pledge the Customer Equipment and that no earlier right of pledge, retention of title, lease, rental or other third-party right rests on it. To the extent that Customer Equipment is owned or leased by a third party or by a customer of the Contracting Party, the Contracting Party notifies Qupra of this in writing before installation, stating the goods concerned and the party entitled to them; Qupra does not establish a right of pledge over those goods. The Contracting Party indemnifies Qupra against third-party claims connected with the exercise of the rights referred to in this Article.

10.10.d Right of retention. Qupra is entitled to suspend the release of the Customer Equipment, and the Contracting Party's physical access to it, until everything the Contracting Party owes under the Agreement has been paid. Qupra exercises this right of retention in accordance with Article 3:290 et seq. of the Dutch Civil Code. The House Rules and the Access Agreement set out how access is refused in that event.

10.10.e When Qupra exercises these rights. Qupra does not exercise the rights under this Article unless all of the following conditions are met: (i) at least two invoices are due and unpaid; (ii) Qupra has sent the Contracting Party a written demand setting a period of fourteen (14) calendar days; and (iii) that period has expired without full payment having been received. Qupra notifies the exercise in writing, stating the outstanding invoices and the total amount due.

10.10.f Enforcement. Qupra enforces the right of pledge in the manner prescribed by law: by public sale, or by private sale with the permission of the preliminary relief judge or with the consent of the Contracting Party. Qupra does not appropriate the Customer Equipment; a stipulation to that effect is not valid under Dutch law. The proceeds are applied successively to the costs of enforcement, the interest and costs due, and the principal sum. Any surplus accrues to the Contracting Party. If a shortfall remains after enforcement, the Contracting Party remains liable for it.

10.10.g Costs. The costs of establishment, registration, valuation, relocation, storage, safekeeping and enforcement are borne by the Contracting Party, as are the charges for the ongoing Service over the period during which Qupra holds the Customer Equipment.

10.10.h Relationship to other provisions. Article 10.9 concerns goods supplied by Qupra, this Article concerns the Customer Equipment. Where both Qupra’s retention of title and the right of pledge referred to in this Article rest on the same goods, the retention of title prevails. Exercise of the rights under this Article does not affect the Contracting Party’s payment obligation, the Minimum Monthly Charges or Qupra’s right to block or suspend the Service, and does not release the Contracting Party from its obligation to remove the Customer Equipment at the end of the Agreement.

10.10.i Bankruptcy and suspension of payments. In the event of the Contracting Party’s bankruptcy or suspension of payments, Qupra retains its rights as pledgee and as retentor. The Contracting Party notifies Qupra without delay as soon as a third party asserts rights to the Customer Equipment or attaches it.

ARTICLE 11 DELIVERY, INSTALLATION, MODIFICATION AND CUSTOM AND ADDITIONAL WORK

11.1 The delivery periods stated by Qupra are indicative. The periods for delivery and installation depend in part on the technical facilities and circumstances of and/or at the Contracting Party and on any changes or adjustments that must be made to these for the purpose of the delivery and/or installation of the Services. Delivery periods may not be achievable, for example because of the absence of adequate internet access.

11.2 The Services are delivered, and if agreed installed, at the address (and where applicable on the floor) stated by the Contracting Party on the Contract Document belonging to the Service concerned. If Qupra carries out the installation of the Service, Qupra will charge costs in accordance with the price list applicable at that time.

11.3 If, before the commencement of the delivery of the Service, the Contracting Party withdraws its Request, wishes to make changes to it or terminates the Agreement, Qupra is entitled to pass on any administration costs, modification costs and/or cancellation costs to the Contracting Party. If cancellation of the Service proves impossible, Qupra is entitled to charge the Contracting Party all initial costs and the initial monthly instalments for the Service.

11.4 Qupra may change, suspend or withdraw its range of Services at any time on grounds of quality and/or quantity considerations.

11.5 Technical changes

11.5.a Qupra advises at all times using the hardware and/or software recommended by Qupra and following Qupra's technical advice. If, because of the use of non-recommended hardware and/or software or the failure to follow Qupra's technical advice, Qupra is obliged to carry out additional work in order to be able to provide the Service, Qupra is entitled to charge reasonable costs for this.

11.5.b If, on the initiative of, or by an act or omission of, the Contracting Party a change has been made to the infrastructure as a result of which performance of the Service is no longer possible, Qupra is entitled to terminate the Service. In such cases Qupra is entitled to charge reasonable costs.

11.6 Changes at the request of the Contracting Party — custom work

11.6.a If Qupra carries out work at the request of the Contracting Party or with its prior consent that falls outside the content or scope of the agreed Service, or if the request of the Contracting Party concerns custom work, that work will, in so far as not agreed otherwise in writing or electronically, be remunerated in accordance with Qupra's customary rates for such work. Custom work also arises where a system analysis, a design or a specification is extended or modified.

11.6.b If it has been agreed that the work referred to in Article 11.6.a will be carried out in phases, Qupra is entitled to postpone the commencement of the work of the next phase until approval has been given for the work carried out by Qupra in the preceding phase.

11.6.c If an acceptance test for software and/or custom work has been agreed, the test period is, unless expressly agreed otherwise in writing or electronically, a maximum of 14 calendar days after delivery or, if Qupra carries out the installation itself, after completion of the installation.

11.6.d The change at the request of the Contracting Party and/or the custom work is deemed accepted if:

- no acceptance test has been agreed between the Contracting Party and Qupra: upon delivery;
- Qupra carries out the installation itself: upon completion thereof;
- an acceptance test has been agreed: on the first day after the expiry of the maximum test period;
- Qupra receives a test report before the end of the test period showing that the reported errors have been remedied;
- it has become apparent to Qupra that the Contracting Party has used the Service during the test period for purposes other than testing.

11.6.e Acceptance of the software and/or the custom work may not reasonably be withheld if it contains minor imperfections, being errors that do not reasonably stand in the way of operational or productive use. Unless expressly agreed otherwise in writing or electronically, acceptance may also not reasonably be withheld where subjective aspects are concerned, such as design or user-friendliness.

11.6.f If the acceptance test shows that the software and/or the custom work does not meet the agreed functional specification, Qupra will use its best efforts to meet the agreed specification within a reasonable period.

11.7 Work for the benefit of the Contracting Party — additional work

11.7.a If Qupra has to carry out work for the benefit of the Contracting Party, on whatever basis, that has not been recorded in writing in the Agreement and does not fall within the scope of Article 11.6, or if costs arise because the Contracting Party has in any way failed to perform and thereby makes performance of the Agreement impossible or more difficult, such work and/or costs are regarded as additional work and charged to the Contracting Party as such at Qupra's rates applicable at that time.

ARTICLE 12 FORCE MAJEURE

12.1 Force majeure means any failure in the performance of the Agreement that cannot be attributed to Qupra because it is not due to Qupra's fault, nor is it for Qupra's account by virtue of law, legal act or generally accepted practice. The Contracting Party therefore cannot hold Qupra to its obligations. Force majeure also exists if Qupra cannot meet its obligations as a result of acts or omissions of the Contracting Party, defects and/or failures in the (peripheral) equipment, systems and/or network of the Contracting Party, improper use of or intrusion into the (peripheral) equipment of the Contracting Party, DDoS attack(s), fraud, misuse, maintenance, war (or the threat of war), riot, terror, attacks, fire, water damage, frost, lightning strike, storm, flood, earthquake, (nuclear) explosions, strike, occupation of premises, government measures, failures in the supply of energy and/or electricity, safety and environmental requirements, refused or restricted access to sites and/or buildings, delays in obtaining necessary permits, and/or failures or shortcomings in the (communication) services of third parties.

12.2 In the event of temporary force majeure, including but not limited to the situation in which a Service requested by the Contracting Party is temporarily not deliverable to the Contracting Party, Qupra is entitled to extend the relevant delivery period by the period of the temporary force majeure.

12.3 In the event of force majeure in the performance of an obligation arising from the Service or from another Agreement to which these General Terms and Conditions have been declared applicable, the obligations of Qupra are suspended and Qupra is not obliged to pay any damages to the Contracting Party, without prejudice to the provisions of Article 6:78 of the Dutch Civil Code.

12.4 Where Qupra is unable to meet its obligations for a consecutive period of more than three months on account of a non-attributable failure, both Qupra and the Contracting Party are entitled to terminate the Agreement by written notice. The Contracting Party must, however, have given Qupra every opportunity to restore functioning.

ARTICLE 13 LIABILITY OF QUPRA

13.1 Qupra takes the technical and organisational measures reasonably possible for the safety and security of its systems, taking into account the nature of the risks, the state of the art and the costs of implementation.

13.2 The Contracting Party is aware that the use of the internet and the digital and/or electromagnetic storage and transmission of information entail risks in the field of data retention and security. In view of these risks, Qupra cannot guarantee the confidentiality of personal data, message traffic or other information used, distributed and/or stored by the Contracting Party.

13.3 Qupra exercises the care reasonably possible for the quality of the Services provided by Qupra, but cannot guarantee the absence of errors or incompleteness therein.

13.4 Other than in the event of intent or gross negligence, Qupra is not liable for any damage, including but not limited to loss of profit, career damage, damage arising from the leaking of confidential data and/or damage arising from third-party claims against the Contracting Party.

13.5 Qupra is in no event liable for the manner in which the Contracting Party uses the Services, Connections or Facilities provided by Qupra, nor for the services, software or equipment purchased by the Contracting Party from third parties and used in conjunction with the Service. The Contracting Party will indemnify Qupra against third-party claims relating to the content of the data, internet and/or voice traffic and/or the data that the Contracting Party sends using the Service(s), Connections and/or Facilities, and/or to insufficient compliance by the Contracting Party with any obligation towards Qupra, whether or not arising from the Agreement or these General Terms and Conditions.

13.6 Qupra is further liable only for direct property damage of the Contracting Party that is directly connected with an (attributable) failure in the performance of any Agreement or any other obligation of Qupra towards the Contracting Party, in so far as the law so provides. In any event, liability is limited per event to a maximum amount equal to the fixed monthly amount owed by the Contracting Party to Qupra for the Service provided, or per series of connected events to a maximum amount equal to four times that fixed monthly amount, subject to a maximum of EUR 10,000 per calendar year. Liability is excluded for any form of indirect or consequential loss (such as lost turnover, downtime damage and/or lost profit) of the Contracting Party.

13.7 In respect of the provision of information services, Qupra is liable no further than pursuant to Article 6:196c of the Dutch Civil Code.

13.8 Qupra is not liable for damage resulting from the (partial) loss of data because these have not been received by the Contracting Party or because these data prove to be no longer accessible and/or corrupted, nor for damage resulting from data transported via any Service of Qupra.

13.9 The Contracting Party is obliged to limit any damage as far as possible.

13.10 The Contracting Party must report damage it has suffered to Qupra in writing as soon as possible, and in any event within thirty (30) calendar days of the damage arising or of the moment it should reasonably have been aware of the damage, on pain of forfeiture of these claims.

13.11 The Contracting Party indemnifies Qupra against all third-party claims relating to the use of the Service by the Contracting Party and/or insufficient compliance by the Contracting Party with any obligation towards Qupra, whether or not arising from this Agreement or the General Terms and Conditions.

13.12 The Contracting Party is liable for all use and misuse of the Service and of the number(s), VoIP accounts and related services, Domain Names, IP addresses, user names, passwords and email address(es) allocated for it. The Contracting Party is itself responsible for the security of the data it places on its systems. The Contracting Party is also responsible for securing its (peripheral) equipment (such as telephone exchanges and servers) against improper use of that equipment by third parties or intrusion into that equipment by third parties. Qupra is not liable for damage as a result of such improper use and/or intrusion, and the Contracting Party indemnifies Qupra against damage and costs connected with it.

13.13 The Contracting Party is not permitted to use the Service in breach of one or more obligations arising from the law and/or the Agreement, including unlawful spamming, the distribution of unlawful content, hacking or any other misuse. The Contracting Party is liable for the consequences thereof. If there is (a reasonable suspicion of) improper use of the Service towards Qupra or third parties, the Contracting Party is fully liable for the costs incurred and damage suffered by Qupra and/or third parties and must indemnify Qupra. Qupra has the right to inform competent government bodies and third parties with relevant interests immediately of all information relevant to and/or about the improper use, including personal data, without this giving rise to any liability.

13.14 Qupra is not liable for any damage the Contracting Party suffers as a result of the services or network services and/or disruptions therein supplied to Qupra by third parties.

ARTICLE 14 OBLIGATIONS OF THE CONTRACTING PARTY

14.1 The Contracting Party undertakes to perform the Agreement with due regard for the interests of Qupra. The Contracting Party will not hinder Qupra in any way in the provision of its Service(s) and will follow its reasonable instructions. Accordingly, the Contracting Party is not permitted to perform acts, such as starting processes and/or programs on Qupra's systems, which in Qupra's opinion may be assumed to be capable of causing damage to Qupra's systems and/or to other (internet) users. If the Contracting Party fails to observe this and Qupra suffers damage through the acts or omissions of the Contracting Party, Qupra may recover that damage from the Contracting Party.

14.2 The Contracting Party will provide Qupra with all information it needs for the provision and maintenance of the Service(s). This includes the timely notification of changes to address details, invoicing details and/or other relevant data.

14.3 The Contracting Party will refrain from any act or omission towards Qupra that constitutes or may constitute a breach of statutory provisions and/or of provisions of these General Terms and Conditions and/or the Agreement.

14.4 The Contracting Party warrants that it holds all (legally) required registrations, including but not limited to registrations with the Netherlands Authority for Consumers and Markets (ACM), for the provision of its services to its customers.

14.5 If provision of the Service ordered is not possible, Qupra may impose additional conditions with which the Contracting Party must comply before the Service will be delivered. If those additional conditions are not met, the Contracting Party cannot claim delivery of the Service.

14.6 The Contracting Party will comply with the generally accepted codes of conduct for internet use. The Service Description may contain additional specific provisions on this point. The Contracting Party will also comply with the codes of conduct applicable to the Service(s) concerned. It will include such obligations in the agreements with its customers/users.

14.7 Insurance of the Customer Equipment.

14.7.a The Contracting Party insures the Customer Equipment it places in the Data Center at its own expense and maintains that insurance for the entire term of the Agreement. This means at least insurance of the tenant’s interest or a contents and goods insurance, on a replacement value basis.

14.7.b The insurance also covers the Contracting Party’s liability for damage caused by the Customer Equipment or by persons working in the Data Center on the Contracting Party’s behalf.

14.7.c The Contracting Party demonstrates, no later than three (3) months after installation, that the insurance referred to in this Article is in force, and thereafter at Qupra’s first request.

14.7.d Qupra does not insure the Customer Equipment and does not act as its custodian. The Customer Equipment remains at all times for the account and risk of the Contracting Party, including where it is located in a space managed by Qupra. Article 13 continues to apply in full.

14.7.e The Contracting Party indemnifies Qupra 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 Qupra.

ARTICLE 15 QUPRA SUPPORT, ADMINISTRATION AND ASSISTANCE, COMPLAINTS

15.1 For complaints, support and technical or administrative changes, the Contracting Party must contact Qupra. The Contracting Party communicates as far as possible via the Qupra portal and/or the web forms or email address designated for that purpose. The Contracting Party can reach Qupra Support for questions and assistance about the Service during the opening hours stated on the Qupra website.

15.2 The support offered to the Contracting Party is an obligation to use best efforts, in which Qupra can never guarantee a result.

15.3 In the event that Qupra (Qupra Support) offers the Contracting Party support, attempts to remedy any complaints or otherwise seeks to be of service, the Contracting Party must reasonably provide its cooperation. If, as a result of the Contracting Party's lack of cooperation, any problems cannot be remedied or Qupra cannot properly perform its obligations, this is at the risk of the Contracting Party.

15.4 In the event of non-performance, the Contracting Party is obliged to give Qupra a reasonable period, taking into account the complexity of the technology, to provide the Service properly after all.

15.5 The Contracting Party agrees to the procedures applied by Qupra Support, the administration department and the suppliers engaged by them for, among other things, technical support. If the Contracting Party and/or the User is unwilling to follow the designated procedure and/or to perform the actions requested of it, Qupra is unable to offer further support. This is then entirely for the account and risk of the Contracting Party.

15.6 The Contracting Party cannot derive any rights from statements made by employees of Qupra Support or the administration department. Actions performed by the Contracting Party at the request of Qupra employees are for the account and risk of the Contracting Party.

15.7 Where the Contracting Party calls upon support, Qupra is entitled to inspect the personal data and user files of the Service, in so far as necessary for the support requested.

ARTICLE 16 PERSONAL AND TRAFFIC DATA, SECURITY AND DATA PROTECTION

16.1 Qupra does not process more personal or traffic data than is necessary for the provision of its Service(s) and for its business operations. Qupra processes such data in accordance with the General Data Protection Regulation (GDPR) and the Dutch Telecommunications Act. The data collected are processed only in accordance with statutory provisions and for the purposes notified, held and processed as registered with the Dutch Data Protection Authority in The Hague. The Contracting Party consents to the processing and use of its data for the purpose of databases or automated files that Qupra maintains in the context of its services and invoicing. These data are stored and managed in compliance with applicable (privacy) legislation.

16.2 The purposes of the processing of personal and traffic data are:

- offering and performing the Service(s);
- activities aimed at responsible business operations, such as security, risk mitigation and integrity investigations, partly in order to prevent fraud and misuse;
- financial administration and the invoicing process, including collection, complaint handling and the provision of data to third parties for the purpose of collecting claims;
- managing, expanding and optimising the customer base, where applicable with the aid of (direct) marketing activities by third parties;
- developing, expanding and improving Qupra's services and products, including by informing customers and with the aid of (direct) marketing and market research;
- complying with statutory obligations, such as providing data to competent authorities in the context of criminal proceedings or in the interest of national security; and
- training and educating Qupra's own staff.

Personal and traffic data are not kept longer than is necessary for business operations or required by statutory regulations or competent authorities.

16.3 Qupra ensures the security of Personal Data by taking measures of an organisational and technical nature.

16.4 In so far as Qupra processes personal data in the performance of the Agreement for which the Contracting Party is the controller, Qupra does so as processor. That processing is governed by Qupra's data processing agreement, which forms part of the Agreement as an Annex and which sets out the subject matter and duration of the processing, the categories of data and data subjects, the security measures, the use of sub-processors, the assistance with data subject requests and the obligations on termination.

16.5 For questions and/or comments about the processing by Qupra of its personal and/or traffic data, the Contracting Party may contact Qupra in writing or by email, for the attention of the customer service department.

16.6 The Contracting Party is obliged to report any suspected data breach immediately, and in any event within 24 hours of discovery, via the email address support@qupra.nl. If the Contracting Party fails to make such a report immediately after the suspicion arises, it is liable for all damage that Qupra suffers or may come to suffer. In addition, the Contracting Party remains obliged, in the event of any suspected data breach, to report this immediately to the Dutch Data Protection Authority in the manner indicated by that authority (https://autoriteitpersoonsgegevens.nl).

ARTICLE 17 COPYRIGHT AND INTELLECTUAL PROPERTY

17.1 All copyrights and other industrial or intellectual property rights, as well as similar rights in respect of the Service(s) provided, accrue exclusively to Qupra and/or its suppliers.

17.2 No provision in the Agreement or these General Terms and Conditions between Qupra and the Contracting Party effects any transfer to the Contracting Party of rights as referred to in Article 17.1, unless expressly agreed otherwise in writing or electronically.

17.3 The Contracting Party is not permitted, without the prior written or electronic consent of Qupra, to modify, reproduce and/or publish any Content and/or software in whole or in part, other than as necessary for the normal and stated use of the Service.

17.4 The Contracting Party is not permitted, without the prior written or electronic consent of Qupra, to remove, change or add to any mark, copyright notice, title or other indication relating to the rights referred to in Article 17.1.

17.5 Without the prior written or electronic consent of Qupra, the Contracting Party is not permitted to modify, translate, (de)compile or use the software for reverse engineering.

17.6 If and in so far as Qupra makes use of (licences on) rights as referred to in Article 17.1 made available to Qupra by third parties, the conditions of those third parties will apply in respect of those rights, in addition to what has been agreed in these General Terms and Conditions. The applicability of those third-party conditions can, however, never derogate from, or create further obligations for, Qupra beyond those arising from these General Terms and Conditions, the Agreement and/or the law.

ARTICLE 18 TRANSFER OF RIGHTS

18.1 Qupra is entitled to transfer its rights and/or obligations under the Agreement to subsidiaries and/or group companies, or to (a) legal successor(s), by which transfer Qupra will be released from its obligations towards the Contracting Party.

18.2 The transfer of rights and/or obligations pursuant to Article 18.1 of these General Terms and Conditions never gives the Contracting Party valid grounds for terminating the Agreement.

18.3 The Contracting Party is reasonably obliged, at Qupra's request, to provide all cooperation deemed necessary by Qupra for such transfer.

18.4 The Contracting Party is not entitled to transfer rights and obligations under the Service to a third party without the prior written consent of Qupra. Qupra will not unreasonably withhold such consent and is entitled to charge reasonable costs for the transfer of the Service. A request for transfer must be submitted in writing and signed by the Contracting Party and the third party. For the avoidance of doubt: as described in Article 10.7 of these General Terms and Conditions, any monetary claims the Contracting Party has against Qupra may not be transferred to third parties.

ARTICLE 19 ACCESS CODES, NUMBERS, ETC.

19.1 For the purpose of a Service, Qupra may make one or more Access Codes available to the Contracting Party. The Contracting Party cannot assert any rights with regard to the use and/or retention of such Access Code(s).

19.2 Qupra reserves the right to change or withdraw the numbers and/or email addresses and/or IP addresses made available and any associated user names, passwords and/or other Access Codes. In that event Qupra will endeavour to notify the Contracting Party as soon as possible and, where possible, to apply a transitional period.

19.3 Qupra is not liable for damage the Contracting Party suffers as a result of changes in the national numbering plan or other laws or regulations as a result of which undisturbed use of numbers and/or email addresses and/or IP addresses and any associated user names, passwords and/or other Access Codes is no longer possible.

19.4 The Contracting Party warrants that it will refrain from conduct and from any use of numbers and/or email addresses and/or IP addresses and any associated user names, passwords and/or other Access Codes that is contrary to the national numbering plan and other applicable laws or regulations.

ARTICLE 20 ADJUSTMENTS TO THE RANGE OF SERVICES

20.1 Article 11.4 applies to the amendment, suspension or withdrawal of the range of Services.

ARTICLE 21 MANAGEMENT OF QUPRA'S SYSTEMS

21.1 Qupra is entitled, without prior notice, to take its systems (temporarily) out of service and/or to restrict their use in so far as this is necessary for the required maintenance of the systems, or on account of improvements or innovations to those systems.

21.2 Qupra is entitled to make changes to the access (login) procedure for the Services.

21.3 Qupra is not liable for damage the Contracting Party suffers as a result of the provisions of this Article 21.

ARTICLE 22 GOVERNING LAW, LANGUAGE AND DISPUTES

22.1 These General Terms and Conditions, the Agreement and the formation thereof are governed by Dutch law.

22.2 All disputes arising from these General Terms and Conditions and/or the Agreement that cannot be settled amicably will in the first instance be adjudicated by the competent court of the District Court of Amsterdam.

22.3 These General Terms and Conditions have been drawn up in the Dutch language. An English translation of these General Terms and Conditions may be made available. Only the Dutch text is binding; in the event of any discrepancy between the Dutch text and a translation, the Dutch text prevails.

22.4 These General Terms and Conditions take effect on the effective date stated in the heading and supersede all earlier versions, including AV Qupra Wholesale 06-2026. They are filed with the Netherlands Chamber of Commerce and published at www.qupra.nl.

COLOPHON

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Change in this third edition: Articles 10.4.i (payment term for all Services), 10.9 (retention of title to hardware supplied by Qupra), 10.10 (right of pledge and right of retention over the Customer Equipment) and 14.7 (insurance of the Customer Equipment) are new. The other Articles are unchanged.

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Where to find it: quprawholesale.com

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