

## GENERAL TERMS AND CONDITIONS, VERSION OCTOBER 2026

### 1. Scope

(a) **Application.** These GTC apply exclusively to business customers acting for purposes relating to their trade, business or profession and to each Order entered into under the applicable Master Services Agreement ("MSA"). The Portus entity identified in the relevant Order shall be the Customer's sole contracting party in respect of that Order.

(b) **Customer Terms and Conditions.** Any general terms and conditions of the Customer shall not apply, even if the Customer refers to such terms in an Order, purchase order or other communication and Portus performs the Services without expressly objecting to them. Such terms shall apply only if and to the extent expressly identified and accepted by Portus in the applicable Order or in another written agreement signed by authorised representatives of both Parties.

### 2. Contract Formation

(a) **Quotations and Proposals.** Unless expressly designated as binding, any quotation, proposal, service description, price indication or draft Order issued or made available by Portus is non-binding and constitutes an invitation to the Customer to submit an offer.

(b) **Orders Outside the Customer Portal.** An Order submitted outside the Customer Portal shall become binding when it has been signed by authorised representatives of both Parties. No Agreement shall be concluded solely by the Customer signing or otherwise accepting a non-binding quotation, proposal or draft Order issued by Portus.

(c) **Orders Through the Customer Portal.** By submitting an Order through the Customer Portal, the Customer makes a binding offer to purchase the Services specified in that Order on the terms displayed or referred to during the ordering process. Any automated confirmation or acknowledgement of receipt shall not constitute acceptance of the Customer's offer.

An Agreement shall be concluded only when Portus:

- expressly accepts the Order in text form, including by e-mail or through the Customer Portal; or
- commences the provision of the Services specified in the Order.

(d) **Separate Orders.** Each accepted Order shall constitute a separate Agreement under the applicable MSA, unless expressly stated otherwise in that Order.

### 3. Term.

(a) **Agreement Term.** The "Specific Initial Term" of each Agreement (i.e., the period prior to any Extension Term, as defined below) is defined in the Order or Country Specific Terms. If no Specific Initial Term is agreed with Customer, the "Initial Term" is two (2) years as of first invoicing.

(b) **Commencement Date.** Unless otherwise stated in the Order, the Commencement Date shall be the earlier of (i) the date Portus completes the applicable Pre-Commencement Date Work (if any) and delivers notice of completion to Customer (which notice may be via e-mail), or (ii) the date Customer occupies the Customer Area or begins using a Service. If there is a Target Commencement Date for a Service indicated in an Order, Portus shall use commercially reasonable efforts to complete the applicable Pre-Commencement Date Work for the Service, and cause the Commencement Date of such Service, to occur on or prior to such Target Commencement Date; provided, however, Portus shall not be deemed in default hereunder if the Commencement Date does not occur by the Target Commencement Date. Portus and Customer agree that, if Portus completes the Pre-Commencement Date Work prior to the Target Commencement Date, Portus shall have the right to deliver a Customer Area or Service to the Customer (by virtue of delivering notice of same to the Customer), and thereby cause the Commencement Date to occur prior to the Target Commencement Date. This section shall not apply if the parties expressly agree on a fixed and binding Commencement Date in the Order.

(c) **Billing Commencement.** Services may have different Commencement Dates under the same Order. Unless otherwise stated in this Order, billing of Monthly Recurring Charges ("MRC") will commence on the Commencement Date of each Service.

(d) **Extensions.** Except as otherwise set forth in an Agreement, the Term will automatically extend for subsequent one (1)

year period(s) (each, an "Extension Term") on the same terms unless Portus or Customer provides notice to the other Party of its decision not to extend at least six (6) months prior to the expiration of the then current Term. The initial term and any Extension Term(s), as applicable, shall collectively be referred to as the "Term".

### 4. Right to Use Customer Area and Services.

(a) **Right to Use.** During the applicable Term, Portus (i) grants to the Customer a non-transferable (except as otherwise provided in Section 14(d)), non-sub licensable, limited right to deploy Customer Equipment in the Customer Area described in the Order at the Building identified in the Order; and (ii) will provide or cause to be provided to the Customer the Service(s) set forth in the Order, subject to the provisions of the Agreement. The Data Center shall be the portion of the Building used to furnish data center Services within which the applicable Customer Area is located. This Agreement does not constitute a lease or conveyance of any interest in real property to the Customer, and the Customer shall have no interest in the Customer Area, Data Center, Building or the land on which the Building is located, including Portus's associated equipment, other than the right to access and use the Customer Area as set forth in this Agreement. Services may be performed by Portus, an affiliate of Portus, or any independent contractor(s) on behalf of Portus subject to Portus remaining responsible for the fulfillment of its obligations under the Agreement.

(b) **Interconnections.** All interconnections between Customer Equipment and the equipment of anyone else shall be contracted through and installed by Portus and performed in the Building's meet-me-room ("MMR") designated by Portus. The Customer may not (i) operate its own Connectivity Area in the Customer Area or any other portion of a Building or refer to the Customer Area as a MMR; or (ii) provide carrier-neutral interconnection services in the Customer Area or any other portion of the Building.

(c) **Policies and Procedures.** The Customer will (i) have non-exclusive access to the relevant portions of the Building to install Customer Equipment in the Customer Area; (ii) use the Customer Area and Services in compliance with this Agreement and Portus's then-current policies and procedures ("**Portus Policies & Procedures**"); and (iii) ensure that its designated "**Customer Authorized Persons**" accessing or using the Building or Services in connection with, as authorized by, or on behalf of, Customer also comply with this Agreement and Portus's Policies & Procedures. Between the parties, the Customer is responsible for Customer Authorized Persons in connection with the Agreement, Building or Services. Portus may refuse access to the Building (including the Customer Area) to anyone, including Customer Authorized Persons, if Portus in its reasonable sole discretion determines that person presents a hazard or security threat to Portus or other occupants of the Building or if the Customer's rights under Section 4(a) have been suspended or terminated.

(d) **Customer Data.** Except as expressly provided otherwise in the Agreement, the Customer shall have sole control over and responsibility for, and Portus shall have no liability in connection with, the safety, security and integrity of any data or information stored or processed on the Customer Equipment or transmitted to or from the Customer. The Customer Equipment, Customer's storage, processing, and transmission of data and information, including via third party services, and associated Customer information security and privacy practices, shall comply with applicable laws, and industry standard information security practices, including those relating to the access, backup and encryption of data. The Customer will not give Portus (or anyone acting on or behalf of Portus) access to data or information stored on, processed by, or transmitted to or from Customer Equipment. Portus shall have no obligation to back up any data stored on, processed by or transmitted to or from Customer Equipment unless data backup is expressly included as a Service in the applicable Order.

#### (e) Customer's Power Usage.

(i) The Customer shall (A) not exceed the Basic Capacity described in an Order, or exceed the maximum Cabinet or rack power density for, or draw more than, 80% (eighty percent) of each electrical power circuit's rated capacity at any time; (B) ensure that the total power draw of any power circuit (A-side, B-side or A-side

and B-side combined) does not exceed 80% (eighty percent) of the Primary (A-side) capacity; (C) properly use the "A+B" or dual corded power circuit delivery so that Customer's Equipment can continue to operate during an interruption of one of the dual power circuits; (D) balance the loading of any redundant circuit pair evenly (50% (fifty percent) of the load on the primary, and 50% (fifty percent) of the load on the secondary), as applicable; and (E) balance its loading across phases of any three-phase circuits provisioned to the Customer's Cabinet(s) or rack(s). If Portus notifies the Customer that the Customer has violated any of the requirements of this Section 4(e)(i), the Customer must take immediate action to remedy such noncompliance.

(ii) Portus may measure the Customer's actual electrical usage using methods and systems, including sub-meters, pulse meters, electrical surveys, engineer's estimates, or branch circuit monitoring. If Portus notifies the Customer that the Customer has exceeded the applicable Basic Capacity, the Customer will take immediate action to reduce its power consumption to be at or below the applicable Basic Capacity. In addition to any other remedies Portus may have under the Agreement, if the Customer exceeds the Basic Capacity during any month, then Portus may charge the Customer an additional fee for such extensive power consumption as set out in the applicable price list.

## **5. Delivery of Services.**

(a) **Portus's Maintenance.** Portus will maintain or cause to be maintained the (i) common areas of the Building serving the Customer Area, (ii) Portus -managed power distribution units and the uninterruptible power supply plant serving the Customer Area, (iii) fire suppression system serving the Customer Area, (iv) floors, foundation, exterior walls, windows and roof of the Building, (v) an electronic key card, access code and/or biometric system if any to control access to the Data Center, and (vi) a video surveillance system in the Data Center.

(b) **Condition of Customer Area.** Except as expressly provided otherwise in the applicable Order for specific work or installations to be provided by Portus or in this Agreement, the applicable Customer Area, Building and Data Center are made available, as applicable, on an "AS-IS" basis, the Customer acknowledges that neither Portus nor anyone acting on Portus's behalf has made any representations or warranties regarding the specific conditions of these areas. These areas only have to be basically fit for their purpose of use as part of a data center.

(c) **Access and Inspection.** Portus and its representatives may enter the Customer Area to perform Services, inspect the Customer Area or make alterations, repairs, improvements or additions to the Customer Area or the Building (i) at the Customer's request, (ii) any time in case of an emergency, (iii) daily for routine inspections by operations personnel, or (iv) otherwise at reasonable times upon at least 24 (twenty-four) hours' prior notice to the Customer.

(d) **SLA.** Portus will (i) provide electrical power to the Customer Area sufficient to meet the Basic Capacity described in the Order, (ii) furnish ventilation and air conditioning to the Customer Area, and (iii) provide other products and services, all at a level sufficient to meet the SLA attached as MSA-Exhibit, subject to the other provisions of this Agreement and the Customer's compliance with its obligations. Notwithstanding anything to the contrary, in particular Section 13 (a) and 13 (e), the credits and express rights and remedies contained in the SLA shall be the Customer's sole and exclusive rights and remedy for Portus's failure to meet the SLA. Customer's right to terminate this Agreement or any Order for cause remains unaffected.

## **6. Fees; Taxes and Other Charges; Security Deposit.**

(a) **Recurring Fees.** Starting on the applicable Commencement Date, Customer shall pay in advance on the first day of each calendar month during the applicable Term, the MRCs per the applicable Order. If the Commencement Date is not on the first day of a calendar month, the payment of the applicable MRCs for that month will be pro-rated based on a daily rate calculated by dividing the MRCs by the total number of calendar days in that month.

(b) **Other Fees.** The Customer shall pay in accordance with the applicable Order or invoice any Non Recurring Charges ("NRC"), installation or de-installation fees, and technical support fees. Unless otherwise stated in the applicable Order or invoice, the Customer must pay fees other than MRCs (for example, charges for electricity

usage if specified in the applicable Order) within 30 (thirty) calendar days of the date of the invoice or Portus's request for payment.

(c) **Taxes.** The Customer shall pay or reimburse to Portus any applicable taxes and charges levied by any government authority: (i) on the Services received by the Customer, including, but not limited to, excise, sales, use, privilege, value added tax, gross receipts or margin tax, goods and services tax, or possessory interest tax, or (ii) upon the Building or Data Center being allocated to Customer on a pro-rated basis. The Customer must also promptly pay all taxes and charges relating to Customer Equipment located in or used in connection with the Customer Area or Services.

(d) **Payments Generally.** All fees and payments to Portus are due and payable (i) unless otherwise agreed, in the local currency of the place where the Building is located; (ii) at the address specified by Portus for payment; (iii) following receipt of an invoice from Portus, whenever sent and in whatever manner sent, including via electronic delivery; and (iv) without withholding, deduction or setoff of any kind. Except as otherwise provided in the Agreement, all Orders for space, power, cross-connect installation or de-installation, technical support, Remote Hands or any other Services shall be at such rates as are in effect at the time of the provision of such Services. Any and all fees or costs associated with the transfer or collection of funds (including any and all fees paid by Portus to submit invoices or other materials through any invoicing or payment system designated by the Customer and agreed upon by Portus) shall be the responsibility of the Customer.

(e) **Annual Adjustment of Recurring Charges.** The MRCs and ARCs agreed in the applicable Order shall automatically increase by three per cent (3%) on 1 January of each calendar year compared with the MRCs and ARCs applicable immediately prior to that adjustment date. The first adjustment shall occur on the first 1 January following the Commencement Date of the applicable Service. This shall not apply to consumption-based energy charges. To the extent that the applicable Order expressly provides for a different adjustment of the MRCs or ARC, such provision shall prevail over this Section 6(e).

(f) **Request for Review.** If the Customer has a concern about any amounts invoiced, the Customer must pay all undisputed amounts by the due date and submit a written request for review of the disputed amount within 60 (sixty) calendar days after the invoice was provided.

## **7. Confidentiality, Data, Ownership.**

(a) **Confidentiality.** A Party receiving (the "Recipient") Confidential Information of the other Party must use the same degree of care that it exercises with respect to its own Confidential Information to keep it confidential during the term of this Agreement plus 3 (three) years after the termination or expiration of this Agreement. Except as otherwise provided in this Agreement, Confidential Information may only be (A) used for the purposes for which it was provided; and (B) disclosed to employees or authorized representatives of Recipient who have a need to know, are under similar confidentiality (or nondisclosure) restrictions, and are prohibited from using or further disclosing the information for purposes not permitted under this Agreement. The obligations under this section do not apply to information that (a) was rightfully obtained by Recipient without an obligation to maintain its confidentiality; (b) is or becomes known to the public through no act or omission of the Recipient; (c) the Recipient develops independently without using Confidential Information of the other Party; or (d) is advisable to be disclosed under applicable securities laws or other similar laws. Either Party may disclose Confidential Information (1) in response to a valid court or governmental order, if, to the extent legally permissible, the Recipient gives the disclosing Party prior notice and reasonable assistance, if requested, so as to afford the disclosing Party a reasonable opportunity to object to the disclosure at the disclosing Party's cost and expense; or (2) to an existing or potential investor, joint venture partner, acquiring company, purchaser, bank or other financial institution under appropriate confidentiality terms in connection with a merger, joint venture, acquisition, disposition, financing, or similar transaction. Notwithstanding anything in this Agreement to the contrary, the obligations under this Section 7(a) shall be binding upon each Party even if no Order is effective.

(b) **Publicity and Logos.** Portus may issue a press release or other public statement or disclosure, including on its website, the fact that the parties have entered into an Agreement. The Customer grants Portus Group the right, and an irrevocable license to use the logo(s) of the Customer and Customer Affiliates ("Affiliate" defined

below) in connection with and as part of marketing, investor relations and securities disclosure activities; provided, however, that no such use shall intentionally be disparaging to the Customer and Customer Affiliates, nor confusing with respect to the relationship between the Customer and Portus, nor imply endorsement of any product or service provided by the Portus Group.

#### **8. Vacating the Customer Area.**

(a) No later than the termination or expiration of an applicable Term for a particular Order or Customer Area, Customer must (i) vacate and surrender the Customer Area, Building and Premises to Portus in good order and clean condition, reasonable wear and tear excepted, (ii) remove all Customer Equipment, other personal property, and fixtures and fittings installed by the Customer from the Customer Area, Building and Premises, (iii) restore the Customer Area, Building and Premises to the condition it was in as of the Commencement Date, and (iv) repair (or reimburse Portus's reasonable costs to repair) damage caused by the Customer or Customer Authorized Parties.

(b) If the Customer does not surrender the Customer Area by the end of the applicable Term through its own fault, the Customer shall pay 150% (one hundred and fifty percent) of the MRCs payable during the last month of the Term for each month, or part thereof, beyond the end of the applicable Term, and all other fees attributable to the Customer Area and Services until the Customer complies with Sections 8(a)(i) and (ii). The Customer has the right to prove that the actual damages were less. During any holdover period, the Customer will be required to surrender the Customer Area at any time following notice from Portus.

(c) If the Customer does not remove the Customer Equipment or parts thereof by the end of applicable Term through its own fault and Portus does not receive any instructions to the contrary from Customer, Portus may treat the remaining Customer Equipment as abandoned and (i) charge the Customer for the removal and storage costs of the Customer Equipment, and/or (ii) after a written warning (email is sufficient) with a notice period of at least 5 working days dispose of the Customer Equipment in accordance with applicable laws and recover from the proceeds of such disposal any fees or costs owed by the Customer, including any fees or costs relating to the storage, removal, and disposition of the Customer Equipment, MRCs, or NRCs. The rights of Portus as set forth in this Section 8(c) do not impose an obligation on Portus to remove the Customer Equipment from the Data Center. For the avoidance of doubt, if Portus exercises any of its rights under this Section 8(c) by removing Customer Equipment from the Customer Area, Portus shall thereafter not require the Customer to pay the holdover MRCs set forth in Section 8(b).

#### **9. Events of Default, Late Charges.**

(a) **Customer Default.** Portus shall be entitled to terminate the Agreement for cause without notice if the Customer is in default of payment of the monthly fees (including costs of energy consumption) either (i) for two consecutive monthly due dates, or (ii) over a period extending beyond two monthly due dates, in an aggregate amount at least equal to two months' average fees. Termination pursuant to this clause shall only be permissible after Portus has set the Customer a reasonable written deadline for payment and such deadline has expired without cure. The foregoing is without prejudice to either Party's right to terminate for cause on other grounds. In addition, if the Customer fails to perform any of its payment obligations under the Agreement regarding a significant portion of the monthly fees and such failure has not been cured within 14 (fourteen) days following delivery of a notice of breach, Portus has the right (without limiting any other remedies hereunder) to restrict the Customer's access to, or the Customer's right to remove Customer Equipment from, the Customer Area(s), or to suspend provision of power to the Customer Area(s). If the Customer fails to perform any other Customer obligation under this Agreement which has not been cured within 30 (thirty) days of receiving a notice of breach, Portus has also the right to exercise the remedies above and in the event any action or non-action by the Customer threatens or causes harm to any portion of the Building, the Customer Area or any other customer or user of the Building or Services, Portus may immediately exercise such remedies and take immediate action to repair any damage or harm at the Customer's expense. Upon any termination under this Section 9(a), (i) Portus is entitled to recover from the Customer all damages Portus may suffer by reason of such termination, all arrearages in MRCs and NRCs and other costs, charges, assessments, and reimbursements, and all

costs (including court costs and attorneys' fees) to exercise its remedies and recover amounts due hereunder. The Customer shall not be permitted to remove any Customer Equipment from the Customer Area at a time when the Customer is delinquent in meeting its payment obligations or is in breach of any other material term of the Agreement.

(b) **Portus Default.** If Portus fails to perform any material obligation under this Agreement which has not been cured within 30 (thirty) calendar days of receiving a notice of breach (provided that if the breach is of a nature that reasonably takes more than 30 (thirty) days to cure, the time period to cure shall be extended to the period reasonably required to effect such cure so long as Portus has begun to cure within such 30 (thirty) day period and diligently pursues such cure), then the Customer may immediately terminate this Agreement by providing notice and vacating possession and surrendering the Customer Area within 30 (thirty) days after Portus's failure to timely cure. For the avoidance of doubt, the provisions of this Section 9(b) shall not apply to an SLA Exception as the Customer's rights in the event of a chronic SLA Exception are set forth in the SLA.

#### **10. Changed or Unexpected Circumstances.**

(a) **Relocation.** Portus may relocate the Customer Area to a comparable area upon not less than 60 (sixty) calendar days' advance notice and will work with the Customer to minimize any potential disruption. Portus will also reimburse Customer for all reasonable and documented out-of-pocket expenses actually paid by Customer for such relocation. Following any such relocation, all references to Customer Area will mean the new area to which Customer has been relocated.

(b) **Casualty and Condemnation.** If there is material damage to, destruction of or condemnation of the Building without fault of Portus, the Data Center or the Customer Area preventing the use thereof or the provision of the Services, (i) SLA credits and remedies will not apply; (ii) Customer's obligation to pay for the Services not provided shall abate as of the date of the occurrence of such material damage, destruction of or condemnation of the Building, Data Center or Customer Area; (iii) Portus may, in its discretion, terminate the impacted Order (or Services) upon notice to Customer, thereby terminating all further obligations between the parties with respect to the impacted Order (or Services), provided that any obligations that accrued prior to the date of termination shall remain in force; and (iv) Customer may terminate the impacted Order within 10 (ten) calendar days after receipt of notice from Portus that the estimated amount of time to restore would be greater than 60 (sixty) calendar days. If the impacted Order is not terminated, the MRCs will be reduced proportionately during the restoration period to the extent that the Customer Area is unfit for use by Customer in the ordinary course.

(c) **Force Majeure.** Except for monetary obligations owed by either Party to the other, neither Party shall be responsible for the failure to act in accordance with the terms of this Agreement if such failure is due to causes beyond the Party's reasonable control (financial inability excluded), including, but not limited to, global pandemics (such as COVID19, SARS, etc.) earthquake, flood, acts of God, war, or terrorist attacks, a declared national emergency, and whether such event is physical or electronic, whether foreseen or unforeseen.

(d) **Expiration of Lease.** The Agreement, as it pertains to the Data Center in the Building, shall, if applicable, terminate automatically upon the expiration or earlier termination of the lease between Portus and the Owner of the Building but Portus shall inform the Client at the latest 24 months in advance to that termination.

#### **11. Insurance**

(a) **Required Insurance.** Commencing as of the earlier of (i) the commencement of the Term, or (ii) the date Customer first places any Equipment or personal property in the Building, and continuing until the expiration of the Term thereafter, Customer will maintain at Customer's expense the following insurances with at least reasonable and appropriate limits ("Required Insurance"). The shown minimum limits are recommended limits and not mandatory. The Parties may agree on specific and mandatory minimum limits in the Order.

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Liability Insurance</b> – General Liability insurance written on an Occurrence basis (or local equivalent) and, if necessary, umbrella/excess liability covering third party liability for bodily injury, property damage and personal injury arising out of its operations or its contractors | 5,000,000 EUR per occurrence or equivalent sum in local currency                                                                                                                        |
| <b>Workers' Compensation and Employers Liability</b> insurance, or local equivalent, to the extent required by applicable law                                                                                                                                                                     | Workers Compensation for full Statutory Benefits and<br><br>Employers Liability, greater of 500,000 EUR per accident or equivalent sum in local currency or the minimum required by law |
| <b>Property insurance</b> covering owned and leased property and equipment written on a broad perils insurance policy form such as a Special Causes of Loss or local equivalent.                                                                                                                  | Scope of coverage and coverage limits no less favourable than those maintained as of the Effective Date                                                                                 |

(b) **Certificates of Insurance.** Prior to storing or installing any Equipment in, or otherwise accessing, the Building or Customer Area, and upon renewal of Required Insurance, Customer must provide Portus with evidence of Required Insurance, including certificates of insurance or other policy documentation, confirming full compliance with the terms of this Section. Copies of the additional insured, primary and noncontributory, and waiver of subrogation endorsements shall be attached to the certificates of insurance and any self-insured retention levels shall be disclosed.

(c) **General.** Required Insurance herein shall be issued by financially sound insurers authorized to conduct business in the jurisdiction where the Building is located and having a minimum AM Best rating of A-, VIII, or if not rated by AM Best, a comparable financial rating by Fitch, Moody's, S&P, Kroll or other reputable rating agency. Customer shall notify Portus at least 10 calendar days prior to cancellation or reduction of Required Insurance.

(d) **Customer Contractor/Sublicensee Insurance:** Customer shall cause any of its contractors accessing the Building or Common Area and any of its sublicensees to maintain levels and types of insurance as required by Portus. At a minimum and unless expressly agreed otherwise, such contractors and sublicensees shall maintain (i) Liability Insurance written on an Occurrence basis with minimum limits of EUR 1,000,000 or equivalent sum in local currency and its sublicensees shall include the parties designated in (b) above as additional insureds (or local equivalent) for ongoing and completed operations; (ii) workers compensation insurance as required by applicable law, and (iii) automobile/motor vehicle liability insurance if work involves use of motor vehicles. Customer's contractors and sublicensees shall be required to waive all rights of recovery against, and to cause its insurer to waive all rights of subrogation against, the parties designated in (b) above. Upon request, Customer shall provide to Portus a certificate of insurance for any contractor or sublicensee.

## 12. Indemnity.

(a) Customer will defend, indemnify and hold harmless Portus, its Affiliates, and their respective directors, officers, employees, members, managers, agents, partners and lenders (collectively, the "**Portus Group**") and Owner's Indemnitees, from and against any and all third party claims for loss, cost, damage, expense or liability (including reasonable court costs and attorneys' fees) (collectively, "**Claims**") to the extent arising from or relating to the gross negligence or willful misconduct of the Customer or its employees, customers, sub-licensees, contractors, visitors, agents, representatives or others acting on Customer's behalf (collectively "**Customer Group**").

(b) Portus will defend, indemnify and hold harmless the Customer and its directors, officers and Affiliates, from and against all

third-party Claims caused by Portus's gross negligence or willful misconduct with respect to its provision of the Customer Area or Services.

**13. Liability.** Unless otherwise provided in this Agreement or the Order, Portus shall be liable for any breach of contractual and non-contractual obligations in accordance with the applicable statutory provisions.

(a) **Limited Liability.** Subject to any more extensive statutory limitations of liability, Portus shall, within the scope of fault-based liability, be liable for damages — on whatever legal grounds — in cases of simple (ordinary) negligence only for damages arising from injury to life, body or health and for damages arising from the breach of a material contractual obligation (i.e. an obligation the fulfilment of which is essential to the proper performance of the contract in the first place, on the observance of which the contracting party regularly relies and may rely, and the breach of which jeopardises the achievement of the purpose of the contract); in this case, however, the liability of Portus shall be limited to compensation for the foreseeable damage typically occurring.

(b) **Liability under Tenancy Law.** Insofar as Portus provides services that are subject to the provisions of tenancy law, the following shall apply in addition:

(i) the strict (no-fault) liability of the lessor pursuant to Section 536a (1), first alternative, BGB for defects existing at the time the contract is concluded is excluded;

(ii) Portus shall not be liable for any interference with the use of the leased property caused by third parties, including other customers of Portus, if and to the extent that Portus is not itself at fault. Portus shall, however, use reasonable efforts to work towards the remedying of any interference notified to it, within the scope of Portus's legal possibilities;

(iii) Portus shall not be liable for any damage to or interference with the Customer's equipment stored on Portus's premises (for example, due to water or fire damage or the failure or impairment of power and internet connections) that is attributable to third parties, including other customers of Portus, if and to the extent that Portus is not itself at fault.

(c) **Liability for loss of Data.** Portus shall not be liable for the loss of the Customer's data to the extent that the damage results from the Customer's failure to carry out data backups and thereby ensure that data which has been lost can be restored with reasonable effort. Sentence 1 shall not apply where data backup forms part of the services provided by Portus.

(d) The limitations of liability set out in this Section 13 shall also apply in favour of third parties as well as in the event of breaches of duty by persons (including for their benefit) whose fault Portus is responsible for under the statutory provisions.

(e) **Unlimited Liability.** The limitations of liability set out in this Section 13 shall not apply in the event of malicious intent (fraudulent concealment), willful intent or gross negligence on the part of Portus, where Portus has assumed a guarantee, and to claims of the Customer under the German Product Liability Act (Produkthaftungsgesetz). This shall also apply to any other restrictions of Portus' liability in this Agreement.

## 14. General Provisions.

(a) **Governing law Dispute resolution.** Unless otherwise set forth in the Country Specific Terms, this Agreement shall be governed by the laws of the location of the applicable Building. The Parties submit to the exclusive jurisdiction of the competent courts of the jurisdiction in which the Building is located.

(b) **Compliance with Law.** Portus and Customer will each (i) obtain and maintain any authorization, license, registration, consent or permit which is required to enable it to conduct its business and use or provide the Services; and (ii) comply with all applicable laws, rules and regulations, including, but not limited to, the U.S. Foreign Corrupt Practices Act, Export Control Laws, Sanctions and privacy Laws. Each Party represents and warrants that it is not a Sanctioned Person or subject to debarment or any list-based designations under Export Control Laws. Notwithstanding any provision to the contrary herein, nothing in this Agreement shall require either Party to directly or indirectly (a) take any action or omit to take any action that it believes, in good faith, would cause it to be

in violation of Sanctions or Export Control Laws, or (b) enter into any agreement, transaction, dealing or relationship involving a Sanctioned Person or Sanctioned Country or that would otherwise violate any Sanctions. If either Party violates or causes the other Party to violate Export Control Laws or Sanctions, or becomes a Sanctioned Person, the affected Party is entitled to terminate the Agreement without any further notice due.

(c) **Notices.** Unless expressly provided otherwise in this Agreement, any notice, declaration or other communication required or permitted under this Agreement shall be made in a written form capable of being stored and reproduced, including by e-mail, and shall be sent to the addresses specified in the applicable Order or, if no address is specified therein, to the address stated on the first page of the MSA, or to any other address notified by a Party in accordance with this Section. Notices may be sent via e-mail and will be deemed delivered at the time of receipt of such e-mail if received during Business Hours, or else one hour after commencement of the next Business Day. An e-mail shall be deemed to have reached the computer system at the moment of its receipt as recorded in the receiving Party's computer system, save where evidence to the contrary is adduced by the sending Party. Any notice of termination shall be sent by registered mail or courier with written confirmation of delivery, with a copy sent by e-mail.

(d) **Successors.** This Agreement will inure to the benefit of and be binding on the parties, and their successors and assigns. Save where this Agreement expressly provides to the contrary, the Customer may not assign, cede, delegate, sublicense transfer or purport to assign, cede, delegate, sublicense or transfer any of its rights or obligations under this Agreement (an Order, or any right to a Customer Area or the Services thereunder), in whole or in part (each, a "**Transfer**"), without the express prior written consent of Portus (which may be granted, denied, or conditioned as determined by Portus in its sole discretion), and any attempted Transfer in breach of this Section will be void. If Portus consents to a sublicense of all or any portion of the Services to a third party (each such third party, a "**Sublicensee**"), (i) the Customer shall remain liable for the acts, omissions or conduct of any Sublicensee; (ii) the Customer shall not permit any additional Transfers by Sublicensee without the express prior written consent of Portus (which may be granted, denied, or conditioned as determined by Portus in its sole discretion); and (iii) the sublicense agreement shall incorporate all of the terms and conditions (other than commercial terms) contained in, and shall not otherwise be inconsistent with, this Agreement, and shall contain a provision for Portus to enforce against Sublicensee directly any of the provisions contained in this Agreement.

(e) **Entire Agreement; Amendments.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all previous or contemporaneous communications, representations, warranties proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter of this Agreement. An Agreement may only be amended in writing signed by authorized representatives of the Customer and Portus; the Customer and Portus hereby agree to be bound by any amendment signed by the Customer MSA Signatory and Portus MSA Signatory, and such an amendment to the General Terms and Conditions will apply to all Order(s) whether executed before or after such amendment, unless otherwise provided.

(f) **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, the subject provision will be enforced to the maximum extent permissible to give effect to the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

(g) **Rescue Clause.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, the Parties agree to engage with each other in order to review the matter, and if any valid and enforceable means is reasonably available to achieve the same object of the invalid provision, the Parties agree to adopt such means by way of written amendment and variation of this Agreement.

(h) **Order of Precedence.** If there is a conflict in terms and for the purposes of construction and interpretation, the priority of the documents shall be in accordance with the following sequence:

- (i) the Order;

- (ii) MSA;
- (iii) the Services Description and SLA;
- (iv) the Country Specific Terms; and
- (v) the GTCs.

If the Country Specific Terms modify these General Terms and Conditions, such modification will only apply to for that country; similarly, if an Order modifies a term, that modification will only apply to that Order.

(i) **Cumulative Remedy; Waiver.** Portus 's rights and remedies are cumulative, unless otherwise stated, and a waiver of a breach of, or failure or delay to enforce, any provision of this Agreement does not constitute a waiver of any other provision or any subsequent breach, and each of the Parties shall at all times be entitled to exercise any and all of its rights under this Agreement.

(j) **Independent Contractors.** The relationship between the parties, and between any Portus Group member and Customer to an Order, is solely that of independent contractors, and nothing in the Agreement creates or implies any agency, partnership, joint venture, employment, or other legal relationship. Neither Party, nor any Portus Group member or Customer Group member, may represent itself as an agent, partner, or joint venture of the other or incur any obligation or liability on behalf of the other.

(k) **No Third-Party Rights.** No one except the Parties to an Order have any rights or obligations under that Order. The Portus entity that enters into an Order with the Customer for Services will be solely responsible for providing the Services in accordance with the Agreement, and no other Portus Group member will be jointly, severally, or otherwise liable in connection with that Order.

(l) **Liens.** Customer must keep the Building, Data Center and Customer Area free from any liens and pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Customer at or for use in the Customer Area. Customer must also promptly pay all taxes and charges relating to Customer Equipment located in or used in connection with the Customer Area.

(m) **Survival.** Sections 6 (Fees; Taxes and Other Charges; Security Deposit), 7 (Confidentiality, Data, Ownership), 8 (Vacating the Customer Area), 9 (Events of Default), 12 (Indemnity), 13 (Liability), 14 (General Provisions), 15 (Definitions) and 16 (Interpretation) shall survive the expiration or termination of this Agreement to the extent their nature or purpose requires them to survive.

(n) **Counterparts; Delivery.** These General Terms and Conditions (as well as any Order) may be executed electronically or simultaneously in 2 (two) or more counterparts each of which will be deemed an original, but all of which will constitute one document. Portus and Customer agree that the delivery of an executed copy of a document by e-mail or other electronic means or the execution or express acceptance of an Order through the Customer Portal shall have the same legal effect as delivery of an original. For the avoidance of doubt, an automated acknowledgement of receipt of an Order shall not constitute acceptance by Portus.

(o) **Financial Statements.** Customer will provide financial statements or other information as reasonably requested by Portus.

(p) **Sustainability Practices:** To enable energy and water conservation: Portus seeks to reduce and minimize the environmental impact of its operations on behalf of its customers. Customer acknowledges that Portus may, from time to time, acquire some of or all the energy used by the Data Center from sources with reduced or zero greenhouse gas emissions or acquire renewable energy certificates, carbon offsets or other environmental attribute certificates to match the energy used at the Data Center. If Customer's utility costs are billed separately from, and not included in, the MRC's (as more particularly set forth in the applicable Order), Customer shall pay to Portus, or reimburse Portus for, Customer's pro-rated portion of the applicable and reasonably documented costs incurred by Portus. Both Customer and Portus may propose measures to reduce operating costs related to energy and water consumption at the Building. Where a capital expenditure is required to achieve the proposed operating cost reductions, Portus may, at its sole discretion and with notice to Customer, make such capital expenditures as it deems prudent to reduce Customer's costs, including upgrading equipment ("Sustainability Capital Expenses"). To the extent Customer reimburses Portus for utility costs separately from MRCs, prior to proceeding with the Sustainability Capital Expenses, Customer and Portus will meet to mutually agree to a monthly

reimbursement schedule that defines Customers pro-rated portion of the amortized Sustainability Capital Expenses based on the expected utility savings attributed to the Customer. The agreed-upon reimbursements will then be billed along with the MRCs. Alterations performed by or on behalf of Customer will comply with any applicable third-party rating system concerning the environmental compliance of the Property, the Building or the Customer Area. For the avoidance of doubt (and, if applicable based on whether Customer separately reimburses Portus for utility costs as reflected in a fully executed Order), in no event shall Customer's pro rata portion of the amortized Sustainability Capital Expenses exceed the amount of Customer's actual utility cost reductions as a result of Portus implementing the Sustainability Capital Expenses (with both sides acting reasonably to verify and/or approximate Customer's utility costs savings in circumstances where there is a debate as to whether Customer's pro rata portion of the amortized Sustainability Capital Expenses are higher or lower than Customer's utility cost savings). In addition, Customer will reasonably cooperate with Portus's efforts to seek third party sustainability accreditation, including, but not limited to, providing, promptly following Portus's request, reasonable information about Customer's energy or water usage and charges that are not available to Portus. Portus may, at its own cost, install separate metering (whether direct meter, submeter or check meter) for a Customer Area for electricity, water, or other utility usage. Customer will use commercially reasonable efforts to minimize its use of electricity and water to support Portus's objectives to operate sustainably.

(q) **Personal Data and Security.** Parties will comply with Applicable Data Protection Laws. Customer is aware that Portus is responsible for the physical access and control of its Premises as a data controller. For security purposes, Portus has a legitimate interest to process personal data of any person accessing the Premises ("Visitor Personal Data"). Customer will ensure that Customer's personnel and Customer third parties will be informed about such processing of Visitor Personal Data by Portus. Information about the processing of Visitor Personal Data is, in compliance with the Data Protection Legislation, available to each visitor accessing the Premises either digital or in hard copy. Furthermore, Portus's privacy policy is available and accessible on the local websites of each Portus company.

## 15. Definitions

Capitalized terms used in the Agreement shall have the meanings ascribed to them below. In each case, the use of the singular will include the plural and vice versa:

**"Affiliate"** means any legal entity which controls, is controlled by, or is under common control with a Party, where "control" means 50% (fifty percent) or more ownership or the possession, directly or indirectly, of the power to direct or cause the direction of the management of an entity or the underlying property of the entity where the Services are provided, whether through the ownership of voting securities, by contract (e.g., a property management agreement) or otherwise.

**"Agreement"** means an individual Order that incorporates therein the terms set forth in the MSA (including the applicable Exhibits).

**"Annual Recurring Charges" ("ARCs")** means the recurring charges agreed in an Order and payable on an annual basis.

**"Applicable Data Protection Laws"** means "any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated, re-enacted or replaced from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party to this Agreement is subject." (This is in addition to referring to the GDPR, UK GDPR, and CCPA, directly.)

**"Basic Capacity"** means the power capacity reserved as described in an Order.

**"Building"** means the building in which the Data Center is located.

**"Business Day"** means any day which is not a Saturday, a Sunday or a public holiday in the country where the Building is located.

**"Business Hours"** means the hours from 09.00 to 17.00 on a Business Day.

**"Cabinet"** means the cabinet or rack that can hold Customer Equipment in the Data Center.

**"Commencement Date"** has the meaning set forth in Section 3(b).

**"Commercial Terms"** means any separate commercial terms, if any, applicable to an Order, as set out in or attached to that Order and expressly incorporated into the relevant Agreement. Any such Commercial Terms shall form part of the relevant Order.

**"Confidential Information"** means any commercial, financial, technical, legal, marketing or other data, know-how, trade secrets, information marked as "Confidential" disclosed by either Party to the other Party, or which the Party knew or reasonably should have known to be confidential given the particular circumstances, or any other information of whatever nature relating to a Party or any member of its group or their respective businesses which has been disclosed (whether in writing, orally or by another means and whether directly or indirectly) by or on behalf of that Party to the other Party; for clarification, Confidential Information excludes any data on Customer Equipment, the Parties having agreed that Portus shall not have access to any such data.

**"Consumer Price Index" or "CPI"** means the official national price index as set forth in the applicable Country Specific Terms, or, if this index ceases to be published, any other retail price index published in substitution, as determined in Portus's reasonable discretion.

**"Customer"** means the specific Affiliate of the Customer MSA Signatory which enters into an Order with Portus.

**"Customer Area" or "Premises" or "Licensed Area"** means the location in the Building, licensed under an Order to Customer, where the Customer Equipment can be placed.

**"Customer Authorized Persons"** means Customer's users, employees, agents, visitors, contractors sublicensees, and others accessing or using the Building or Services in connection with, or on behalf of, Customer, as authorized by Customer.

**"Customer Equipment"** means the equipment (including computer, networking, communication, security and other systems, and associated racks, wiring, cabling and materials) owned, leased or held by or on behalf of the Customer, which is placed, stored and/or installed in the Building.

**"Customer Portal"** means Portus's designated online ordering platform through which Customer can place orders for Services (with each such order constituting an "Order" hereunder).

**"Data Center"** means the portion of the Building used to furnish data Center Services within which the applicable Customer Area is located.

**"Escalation Date"** means each anniversary of the Commencement Date on which the MRCs shall increase annually, as further set out in clause 6 of the GTCs or specified in, or determined in accordance with, the applicable Order or, if applicable, the applicable Commercial Terms, on which the relevant MRCs shall increase.

**"Exhibits"** means the documents appended to and incorporated by reference into and forming part of this Agreement (as more particularly set forth on the first page of the MSA).

**"Extension Term"** has the meaning set forth in section 3(d) of the GTC's.

**"Fees"** means, collectively, the MRC's, NRC's and all other sums due and owing under this Agreement.

**"Force Majeure Event"** means any cause preventing either Party from performing any or all of its obligations under the Agreement which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented, whether such event is physical or electronic, and whether such event is foreseeable or unforeseeable. By way of example only, a Force Majeure Event includes, but is not limited to, the following events to the extent they actually prevent a Party from performing an obligation under an Agreement: strikes, lockouts or other industrial disputes (whether or not involving the workforce of Parties or any other party); fire, flood, earthquake or storm or other acts of God; embargo, war, terrorism, riot, civil commotion; malicious damage; pandemics and epidemics (such as COVID19 and SARS); compliance with any law or governmental order, rule, regulation or direction; a declared

national emergency; a failure of the internet; a breakdown of plant or machinery; and the after-effects of any of the foregoing.

**"GTCs"** means the General Terms and Conditions appended to and incorporated by reference into and forming part of this MSA, being marked Exhibit 1.

**"Including"** means "including but not limited to," whether or not capitalized.

**"Initial Term"** is two (2) years as of first invoicing.

**"Laws"** means laws, rules, regulations, and any other governmental requirement.

**"MSA"** means Master Services Agreement.

**"MMR"** or **"Connectivity Area"** means a Meet-Me Room or POP Room as designated by Portus. The terms MMR, Meet-Me-Rom, Interconnection Area and/or POP Room may be used interchangeably in the Agreement.

**"MRC"** or **"Base License Fees"** means the monthly recurring charge related to the provision of Services, as specified in the Order, including but not limited to, service fee, rent, power charges (to the extent not separately metered) and connectivity charges.

**"NRC"** means the non-recurring (or "one time") fees for Services, as specified in the Order, including, but not limited to, installation/deinstallation fees and technical support/Remote Hands fees.

**"Order"** means the document that states the specific Services to be provided under the Agreement, and any other agreed terms and conditions for that order, or any order placed through the Customer Portal.

**"Owner"** means the owner, landlord or ground lessee of a Building.

**"Owner's Indemnitees"** shall mean Owner (and in the event of an attornment to Owner's designee, Owner's designee), the shareholders, members, or partners comprising Owner (or such designee) and its and their partners, members, shareholders, officers, directors, employees, servants, agents (including, without limitation, any leasing and managing agents), contractors, the lessor under any superior lease and the holder of any mortgage affecting the Building and/or the land upon which it stands.

**"Parties"** means Portus and the Customer, and **"Party"** means either Portus or the Customer, as the context may indicate or require.

**"Person"** means any natural person, corporation, limited liability company, unlimited limited liability company, trust, joint venture, association, company, partnership, limited liability partnership, unlimited liability corporation, governmental authority or any other entity, legal personal representatives, liquidators, administrators, and permitted cessionaries, delegates and successors –in-title.

**"Portus Policies"** has the meaning set forth in Section 4(c).

**"Portus"** means the Portus Affiliate stated on the Order.

**"Portus Group"** has the meaning set forth in Section 12(a).

**"Pre-Commencement Date Work"** means the work, if any, to be completed by Portus, and in order to cause the occurrence of, the Commencement Date of the Service as and if indicated in the Order.

**"Remote Hands"** has the meaning set forth in the relevant MSA Exhibit.

**"Sanctioned Country"** means any country or territory that is, from time to time, the subject or target of comprehensive country- or territory-wide Sanctions applicable to the relevant Party or transaction.

**"Sanctions"** means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom.

**"Sanctioned Person"** means any Person that is the target of Sanctions, including (a) any person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom (irrespective of its status vis-à-vis the European Union); (b) any Person operating, organized, or resident in a Sanctioned Country; (c) the government of a Sanctioned Country or the Government of Venezuela; or (d) any Person 50% or more owned, individually or in the aggregate, directly or indirectly, or controlled by any such Person or Persons or acting for or on behalf of such Person or Persons.

**"Service"** means the service to be provided by Portus to Customer as set out in the Order and as may be further described in the Agreement.

**"Service Descriptions"** means the service descriptions set out in the relevant MSA Exhibit, which describe the scope and specifications of the applicable Services.

**"Service Level"** means the service level for a particular Service as set forth in the SLA.

**"SLA"** means the Service Level Agreement set forth in the relevant MSA Exhibit, which contains the Service Levels against which Portus's performance of the agreed Services shall be measured.

**"SLA Credit"** means the reimbursement of a portion of a given month's MRC as set out in the SLA, subject to the limitations set forth in the SLA.

**"Service Specific Terms and Conditions"** means the relevant MSA Exhibit, comprising the Service Descriptions and the SLA.

**"Specific Initial Term"** means the initial period following the Commencement Date for which the Service will be effective, as set forth in the Order or Country Specific Terms.

**"Sustainability Capital Expenses"** means the capital expenditure that Portus may make to improve energy and water conservation or reduce greenhouse emissions, including upgrading Equipment.

**"Tax"** or **"Taxes"** means all taxes (including but not limited to sales tax, value added tax (VAT)), goods and services tax, gross receipts tax, excise tax, margin tax, possessory interest tax, use tax, consumption tax, excise tax, carbon tax, energy tax, duty (including a stamp duty) and withholding tax) and any other similar fees, charges, duties, levies of any nature whatsoever, that are levied, imposed, assessed or collected by any Taxation Authority (i) on the Services received by Customer or (ii) upon the Building (and allocated to Customer on a pro-rated basis).

**"Taxation Authority"** means any governmental organization or any other body or official having authority to impose, collect, audit, assess, administer or levy any Taxes or to make any decision or ruling with regard to any Tax.

**"Target Commencement Date"** means the non-binding date that may be stated in an Order by which Portus shall use commercially efforts to complete the applicable Pre-Commencement Date Work for the Service.

## 16. Interpretation

- (a) In this Agreement, unless the context indicates otherwise, a reference to:
  - i) this Agreement includes any amendment, variation or replacement of this Agreement in accordance with its terms;
  - ii) a clause is a reference to a clause of this Agreement; statute or statutory provision includes any amendment or re-enactment from time to time, as well as any subordinate legislation made thereunder; one gender includes all genders.
- (b) Clause headings appear in this Agreement for reference purposes only and shall not be employed in the construction of this Agreement.
- (c) Any provision of this Agreement imposing a restraint, prohibition, or restriction on the Parties shall be so construed that the Parties are not only bound to comply therewith but are also obliged to procure that the same restraint, prohibition, or restriction is observed by any third

person engaged by, or acting under the authority or with the consent of the Parties.

- (d) Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause only, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in Section 15 (Definitions).
- (e) Where a word or phrase is specifically defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.