

## PARTNER TERMS

These Partner Terms apply to Partner's participation in the NorthC Partner Program, whether as an agent or reseller. By completing the onboarding process through NorthC's website, Partner agrees that these Partner Terms, including any Specific Terms, apply between NorthC and Partner.

### Article 1 Definitions

1.1 Capitalized terms in these Partner Terms shall have the meanings given to them below.

"Services"	means NorthC's colocation services, consisting of the provision of racks and/or suites for the placement of equipment, including the provision of power, and NorthC's additional services;
"IP Rights"	all intellectual property and related rights, such as copyrights, trademark rights, trade name rights, database rights and related rights, as well as rights to know-how and one-line performances;
"Lead"	means the legal entity with whom Partner enters into discussions regarding the purchase of Services;
"Marketing Budget"	the quarterly budget allocated to the Partner by NorthC in the Partner Benefits for any marketing activities to be undertaken by the Partner;
"Marketing Materials"	the marketing materials that NorthC makes available to Partner from time to time;
"NorthC"	NorthC Datacenters B.V.;
"NorthC Partner Program"	the partner program of NorthC, pursuant to which Partners may offer Services to Leads. The Partner Program describes the partnership between the Partner and NorthC. Depending on its status, NorthC offers Partners benefits or services that a Partner can make use of. Doing business together, sharing and gathering knowledge and jointly drawing up a marketing plan are characteristics of the programme;
"Agreement"	the agreement between NorthC and Partner regarding participation by Partner in the NorthC Partner Program;

"Party"	NorthC and/or Partner;
"Partner"	The natural or legal person who goes through the Partner Onboarding Process;
"Partner Portal"	the online portal for Partners of NorthC, currently in production
"Partner Requirements"	the summary of requirements to be determined quarterly by NorthC which Partner must meet to qualify for Bronze, Silver, or Gold Partner status;
"Partner Status"	the (Bronze, Silver or Gold) partner level that NorthC assigns to Partner based on the conditions set forth in the Partner Requirements;
"Partner Benefits"	the overview of benefits for Partners, to be determined quarterly by NorthC, and the associated terms and conditions with respect to, among other things, revenue generated, number of leads, level of knowledge, etc.;
"Registration Profile"	the Partner's registration profile in the NorthC Partner Portal, where Partner must enter its own information correctly and up to date, and can register leads, currently in production;
"Specific Terms"	the additional terms and conditions that apply depending on how Partner offers the Services to Leads, included at the end of these Partner Terms;

## Article 2 Conditions for participation in Partner Program

- 2.1 Participation in the NorthC Partner Program is possible only if all of the conditions in this Article 2 are met, and NorthC has confirmed in writing to Partner that Partner may participate in the NorthC Partner Program.
- 2.2 Partner must be creditworthy.
- 2.3 All invoices from NorthC to Partner must be paid.
- 2.4 Partner will maintain its Registration Profile in the Partner Portal. The Partner Portal is currently in production.
- 2.5 Partner shall provide timely written notice to NorthC of any circumstances that may affect Partner's participation in the NorthC Partner Program.

## Article 3 Applicable documents

- 3.1 Participation by Partner in the NorthC Partner Program is governed by: these Partner Terms, the Specific Terms, and the documents referenced in the Partner Terms and the Specific Terms, each as may be amended by NorthC from time to time.



- 3.2 NorthC will provide timely notice of the amended version of the applicable documents to Partner. If Partner does not agree with the amended documents, Partner has the right to terminate the Agreement as of the effective date.
- 3.3 The sale of Services to Partner and the subsequent resale of those Services by Partner to Leads is always subject to a Master Reseller Agreement to be entered into between Partner and NorthC, which Partner's NorthC account manager will send to Partner upon request.

#### **Article 4 Partner Benefits, Partner Status**

- 4.1 NorthC will inform Partner of the Partner Requirements and Partner Benefits at the start of participation in the NorthC Partner Program, and prior to each calendar year thereafter and upon interim changes.
- 4.2 The conditions for Partner status Silver and Gold are described in the Partner Requirements. No conditions are attached to Partner Status Bronze other than those described in Article 2 of these Partner Requirements.

#### **Article 5 Lead registration in the Partner Portal (currently by email, portal in production)**

- 5.1 NorthC will provide Partner with access to the Partner Portal. Partner will keep its Registration Profile in the Partner Portal accurate and up-to-date at all times.
- 5.2 Partner is required to register a Lead in the Partner Portal if Partner wishes to claim Partner Benefits for that Lead.

#### **Article 6 Marketing and marketing materials**

- 6.1 Partner may, upon written approval of NorthC, use the Marketing Budget to organize activities for the purpose of promoting the Services. Costs incurred will be reimbursed by NorthC after billing by Partner.
- 6.2 Partner may not use marketing materials about the Services other than the Marketing Materials without NorthC's prior written consent.
- 6.3 NorthC reserves all IP Rights with respect to the NorthC Products and Services and the Marketing Materials. There is no transfer of any IP Rights in this Agreement.

#### **Article 7 Termination**

- 7.1 The Agreement may be terminated by either Party upon at least three (3) months' notice.
- 7.2 Both Parties are entitled to rescind the Agreement out of court, if the other Party imputably fails to comply with essential obligations under this Agreement and such failure is not remedied within a reasonable period, after having been given proper written notice of default.

- 7.3 Either Party shall be entitled to terminate this Agreement with immediate effect, by directed letter, if:
- a) the other Party is granted a provisional or definitive suspension of payments;
  - b) the bankruptcy of the other Party has been filed;
  - c) there has been an attachment of (part of) the goods of the other Party; and/or
  - d) the other Party is liquidated or otherwise ceases operations.
- 7.4 Unless otherwise agreed, termination of the Agreement will result in Partner no longer participating in the NorthC Partner Program, and therefore no longer being entitled to offer the Services.

## Article 8 Warranty and Indemnification

- 8.1 Partner warrants that it will always act with NorthC's legitimate interests in mind and will refrain from any actions that may harm NorthC or NorthC's reputation.
- 8.2 Partner shall indemnify and hold harmless NorthC, NorthC's affiliates and its directors, employees, assigns and agents (each, an "Indemnified Party") from and against all claims and demands of third parties based on, or any loss, damage, settlement costs and any other liability (including but not limited to reasonable attorneys' fees and costs) to the extent arising out of, any breach by Partner of Partner's obligations under the Agreement or any act of a third party, except to the extent caused by the negligence or willful misconduct of the Indemnified Party.

## Article 9 Secrecy

- 9.1 Each Party shall keep confidential all confidential information disclosed to it by the other Party. Confidential information includes, without limitation, information designated as confidential, the contents of these Partner Terms and any information that might reasonably be considered confidential by reason of its nature, content or circumstances. Neither Party shall disclose Confidential Information to anyone else except its employees, agents and subcontractors who need the information to properly perform their obligations under these Partner Terms and/or its professional advisors. Each Party is responsible for ensuring that any person to whom it provides information complies with the terms of this Article 9.
- 9.2 Article 9.1 shall not apply to information that is generally available to the public, unless such availability is the result of a violation of this MSA, to information that the receiving Party already possesses or independently obtains under circumstances in which the receiving Party is free to disclose such information to others, and/or to information that must be disclosed for legal reasons.

## Article 10 Liability

- 10.1 Any liability of NorthC on account of an attributable failure or on any other ground shall arise only if NorthC is immediately (and at the latest within one month after the discovery of the failure) given notice of default by registered letter and in sufficient detail, whereby it is given a reasonable period of at least thirty days to duly perform its obligations.
- 10.2 NorthC's total liability for an attributable failure or on any other basis shall be limited to compensation for damage caused to property as a direct result of the failure and up to a maximum of the amount actually paid by NorthC's indemnity insurer in connection with the damaging event.
- 10.3 In no event shall NorthC be liable to Partner for any damages other than those listed in Section 10.2, such as pure economic loss, lost profits, third party claims against Partner, damages resulting from business interruption or corruption of data and loss of business, revenue, contracts or goodwill.
- 10.4 Partner shall no longer be entitled to bring a claim against NorthC unless Partner notifies NorthC of its intention to bring a legal action against NorthC within 6 months after it becomes aware or reasonably should have become aware of its right to bring such a claim.

## Article 11 Force Majeure

- 11.1 A Party shall not be liable to the other Party in any way if it is unable to perform its obligations under these Partner Terms due to any cause beyond its reasonable control, including but not limited to acts of God, war, terrorism or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lockouts (whether or not by that Party), strikes and other industrial disputes (in each case, whether or not relating to the personnel of that Party), acts or orders of the government, highway authorities, telecommunications network operators or emergency service organizations or other competent authorities or interruption of, or inability to obtain, supplies or services from third parties.

## Article 12 Other

- 12.1 The Agreement and other documents referenced in the Agreement contain or will contain all terms and conditions agreed upon by the Parties with respect to the subject matter of this Agreement, and supersede all prior written or oral agreements, representations or understandings between the Parties with respect to that subject matter.
- 12.2 The failure of a Party to exercise or enforce any right granted under this Agreement or otherwise shall not be construed as a waiver of such right or as an obstacle to its exercise or enforcement at any subsequent time.

- 12.3 NorthC shall be entitled to assign the rights and obligations under the Agreement to third parties without the prior written consent of the Partner. In such a case, the Partner will not withhold or delay its cooperation on unreasonable grounds.
- 12.4 The invalidity or unenforceability of any provision of, or any right arising under, this Agreement shall not in any way affect the remaining provisions and rights. They shall be construed as if such invalid or unenforceable provision or right did not exist.
- 12.5 The Agreement and the participation by Partner in the NorthC Partner Program shall be governed by, declared and interpreted in accordance with Dutch law.
- 12.6 All disputes between the Parties arising out of or in connection with the Agreement shall be submitted to the competent court in Amsterdam, the Netherlands.

## SPECIFIC TERMS: AGENCY

These Specific Terms and Conditions shall apply, in addition to the Partner Terms and Conditions, when Partner, upon registering a Lead in the Partner Portal (Portal is in production), indicates that it wishes to act as an agent of NorthC, and/or mediates the creation of MSAs and Service Orders and enters into them in the name of and on behalf of NorthC.

### Article 13 Additional Definitions

- 13.1 In these Specific Terms, the following capitalized terms shall have the following meanings. Capitalized terms not defined below are defined in the Partner Terms.

"MSA":	the Master Service Agreement of NorthC;
"Service Order":	the document by which a Lead orders the Services from NorthC;
"SLA" means	the Service Level Agreement, attached to the MSA;

### Article 14 Obligations of Partner

- 14.1 Partner will always make it perfectly clear that Partner is acting as NorthC's commercial agent. Partner will not make any representations or warranties regarding the Services in any way that conflicts with the information made generally available by NorthC regarding the Services.
- 14.2 Partner will not deviate from the sales process described in Article 15.
- 14.3 Partner shall properly inform, and instruct its personnel and other relevant persons on, the process of selling the Services, described in Article 15.

## Article 15 Sales process

- 15.1 Partner registers a Lead via the Partner Portal (Portal is in production). In doing so, Partner indicates that it wishes to act as an agent. NorthC will review the Lead registration within a reasonable period of time.
- 15.2 Partner will prepare and send offers only after consultation with NorthC. NorthC may withhold permission to solicit new Leads if such Leads are already customers of NorthC, or other partners of NorthC.
- 15.3 Upon NorthC's approval of the Lead, NorthC will send Partner a quote for the MSA, and Partner will mediate the MSA. Partner is not permitted to deviate from the MSA or the SLA without NorthC's prior written approval.
- 15.4 Partner will send the MSA and Service Orders signed by the Lead directly to NorthC.
- 15.5 Partner shall at all times comply with NorthC's reasonable instructions with respect to entering into MSAs and Service Orders.

## Article 16 Obligations of NorthC

- 16.1 NorthC will provide Partner with a statement of the Commission due in that quarter (as defined below) at the end of each quarter. The statement will be provided no later than the last day of the following month.
- 16.2 If Partner believes that the summary is incorrect, it shall notify NorthC in writing within 14 calendar days. The parties will discuss in good faith whether the summary is accurate.
- 16.3 NorthC will provide Partner with the Marketing Materials and other necessary information regarding the Services to the extent necessary to promote the Services.

## Article 17 Commission and payment

- 17.1 As a commission for its work under the Agreement, Partner will receive the benefits described in the Partner Benefits (the "Commission").
- 17.2 Commission will be calculated in Euros based on the schedule described in Section 15.1. Partner will provide NorthC with a proper invoice for the specified amount of Commission in a timely manner.
- 17.3 The Commission for a calendar quarter will be paid by NorthC by bank transfer no later than the last day of the following month.
- 17.4 The Commission payable by NorthC is exclusive of VAT.