

MASTER SERVICE AGREEMENT

Version 1.0

Dated 23 April 2026

between

SOFIA CONNECT EAD

192A Cherni Vrah Blvd, 1407 Sofia, Bulgaria · AS47872

UIC: 204636154 · VAT: BG204636154

("Provider" or "Sofia Connect")

and

[CUSTOMER LEGAL NAME]

[Registered Address]

[Company Registration No.] · [VAT Number]

("Customer")

[Effective Date: _____]

PREAMBLE

This Master Service Agreement (the "Agreement" or "MSA") is entered into as of the Effective Date stated on the cover page by and between Sofia Connect EAD, a Bulgarian joint-stock company (Еднолично акционерно дружество) with its registered office at 192A Cherni Vrah Boulevard, 1407 Sofia, Bulgaria, holding Autonomous System Number AS47872 and operating as a duly licensed electronic communications carrier in the Republic of Bulgaria ("Provider" or "Sofia Connect"), and the Customer identified on the cover page ("Customer"). Provider and Customer are each a "Party" and together the "Parties".

WHEREAS, Provider operates a high-availability fiber-optic transport, IP and wavelength network interconnecting Sofia, Frankfurt, London, Istanbul, Tbilisi, Yerevan and other points of presence; and

WHEREAS, Customer wishes to procure one or more such electronic communications services from Provider, and Provider wishes to provide such services on the terms set out below;

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement, the Parties agree as follows:

1. Definitions

In this Agreement, the following capitalised terms have the meanings set out below. Other terms may be defined in the body of the Agreement, in the SLA Annex, or in any signed Service Order Form.

Term	Definition
Affiliate	Any entity that, directly or indirectly, controls, is controlled by, or is under common control with a Party, where 'control' means the ownership of more than fifty percent (50%) of the voting securities or equivalent.
Business Day	Any day other than a Saturday, Sunday or public holiday in the Republic of Bulgaria.
Charges	All fees payable by Customer under this Agreement and any Service Order Form, including Monthly Recurring Charges (MRC), Non-Recurring Charges (NRC), usage-based charges and any applicable taxes, surcharges or expenses.
Confidential Information	Any non-public information disclosed by one Party to the other, in any form, that is marked or reasonably understood to be confidential, including network architecture, pricing, customer data, business plans and technical know-how.
Customer Data	Any data, content or traffic transmitted, processed or stored by Customer using the Services.
Demarcation Point	The physical point at which Provider's network responsibility ends and Customer's responsibility begins, as specified in the relevant Service Order Form.
Effective Date	The date stated on the cover page of this Agreement on which it enters

	into force.
Force Majeure Event	Any event beyond the reasonable control of the affected Party, as further described in clause 17.
MRC	Monthly Recurring Charge — the recurring fee for a Service set out in the applicable Service Order Form.
NRC	Non-Recurring Charge — any one-off fee (typically installation, build-out or equipment) set out in the applicable Service Order Form.
Personal Data	Has the meaning given in Article 4(1) of Regulation (EU) 2016/679 (GDPR).
PoP	A Point of Presence — a Provider facility at which Services may be delivered or interconnected.
Service	Any electronic communications service provided by Provider to Customer pursuant to a Service Order Form, including IP Transit, DWDM Wavelengths, Ethernet/L2VPN and Dark Fiber Services.
Service Level Agreement (SLA)	The Service Level Agreement attached as Annex A and forming part of this Agreement, as updated from time to time by mutual agreement.
Service Order Form (SoF)	A written order form, in Provider's standard form or as otherwise agreed, executed by both Parties for the provision of one or more Services and incorporating the terms of this Agreement by reference.
Term	The term of this Agreement, as set out in clause 4.

2. Scope of Services

Provider shall provide the Services to Customer on a non-exclusive basis, in accordance with this Agreement, the SLA Annex and each duly executed Service Order Form. Nothing in this Agreement obliges Provider to deliver any specific Service in the absence of a signed Service Order Form, nor obliges Customer to procure any specific volume of Services.

Each Service is described in the Service Order Form applicable to that Service. Each Service Order Form incorporates the terms of this MSA and the SLA Annex by reference and, once signed by both Parties, forms an integral part of this Agreement.

In the event of any conflict or inconsistency between the documents forming this Agreement, the order of precedence shall be: (a) the signed Service Order Form (only to the extent it explicitly modifies specific MSA or SLA terms with written cross-reference); (b) the SLA Annex; and (c) this MSA.

3. Service Order Forms (SoFs)

The commencement of any Service requires a Service Order Form signed by both Parties. The Service Order Form shall specify, at a minimum: (a) Service type; (b) the A-end and Z-end locations and demarcation details; (c) capacity and technical handoff; (d) the term of the Service; (e) Monthly Recurring

Charges and Non-Recurring Charges; (f) target Ready-for-Service (RFS) date; and (g) any special conditions applicable to that Service.

Each Service Order Form shall reference this MSA by date and identify the SLA Annex version applicable to the Service. Service Order Forms may be executed in counterparts and by electronic signature in accordance with Regulation (EU) No 910/2014 (eIDAS).

4. Term and Renewal

This Agreement enters into force on the Effective Date and continues until terminated in accordance with clause 16. The expiry or termination of this Agreement shall not, of itself, terminate any Service Order Form then in force; each such Service Order Form shall continue to be governed by the terms of this MSA (as in force on the date of termination) until the Service Order Form itself expires or is terminated.

Each Service Order Form has the initial term stated therein, typically twelve (12), twenty-four (24), thirty-six (36) or sixty (60) months, commencing on the date of Service acceptance under clause 7.

Upon expiry of the initial term, each Service Order Form shall automatically renew for successive twelve (12) month terms, unless either Party gives the other written notice of non-renewal not less than ninety (90) days prior to the end of the then-current term.

5. Charges and Invoicing

5.1 Customer shall pay the Charges set out in each applicable Service Order Form for the Services delivered under that Service Order Form.

5.2 Non-Recurring Charges shall be invoiced upon Service acceptance under clause 7. Monthly Recurring Charges shall be invoiced monthly in advance, with the first MRC invoice issued on the date of Service acceptance and pro-rated for any partial month.

5.3 Payment terms are net thirty (30) days from the date of invoice. Payment shall be made by bank transfer in EUR or BGN, as specified in the applicable Service Order Form, to the bank account designated by Provider in writing.

5.4 Late payment shall accrue interest at the Bulgarian National Bank base interest rate plus ten percent (10%) per annum, calculated daily from the due date until the date of actual payment, without prejudice to Provider's other rights and remedies.

5.5 If undisputed amounts remain outstanding for more than sixty (60) days after the due date, Provider may, after giving Customer at least ten (10) Business Days' prior written notice and a further opportunity to pay, suspend the affected Services until payment in full of all overdue amounts (including accrued interest) is received.

5.6 Customer must notify Provider in writing of any dispute concerning an invoice within thirty (30) days of the invoice date, specifying the disputed amount and the reasons. Undisputed portions of any invoice remain payable on the original due date. The Parties shall use reasonable efforts to resolve the dispute promptly and in good faith.

5.7 Charges set out in a Service Order Form are fixed for the initial term of that Service Order Form. On renewal, Provider may adjust the Charges by giving Customer not less than sixty (60) days' written notice prior to the end of the then-current term; if Customer does not accept the revised Charges,

Customer may terminate the affected Service Order Form effective on the renewal date by written notice given before the renewal takes effect.

6. Taxes and VAT

All Charges are exclusive of value added tax and any similar transaction taxes. Bulgarian VAT (currently twenty percent (20%)) shall be applied where required by the Bulgarian Value Added Tax Act and any implementing regulations.

- EU B2B customers: where the reverse charge mechanism applies under Council Directive 2006/112/EC, no Bulgarian VAT will be charged provided Customer supplies a valid VAT identification number issued in another EU Member State and the conditions for reverse charge are met.
- Non-EU customers: VAT, sales tax, GST or equivalent shall be applied or omitted in accordance with applicable laws and double tax treaties.
- Withholding taxes: if Customer is required by applicable law to withhold or deduct any amount from a payment to Provider, Customer shall gross up the payment so that Provider receives the full amount it would have received absent such withholding.

7. Service Delivery and Acceptance

The target Ready-for-Service (RFS) date stated in a Service Order Form is an estimate based on the information available at the date of order, and is not a guaranteed date unless explicitly stated to be binding in the Service Order Form. Provider shall use reasonable commercial efforts to deliver each Service by the target RFS date.

Upon completion of installation and successful internal testing, Provider shall notify Customer in writing that the Service is ready for acceptance testing. Customer shall have five (5) Business Days from receipt of such notice to perform acceptance testing and to either accept the Service or to issue a written rejection notice to Provider.

If Customer does not issue a written rejection notice within the five (5) Business Day period, the Service shall be deemed accepted and billing shall commence. Any rejection notice must be specific and technical, identifying the failed acceptance criteria. Provider shall remedy any validly identified defect within ten (10) Business Days and re-present the Service for acceptance.

8. Service Levels

The Services shall be delivered in accordance with the service levels set out in the SLA Annex (Annex A) to this Agreement. Service credits payable under the SLA shall be Customer's sole and exclusive remedy for any Service unavailability, latency degradation, packet loss or other performance failure to which the SLA applies.

9. Customer Obligations

Customer shall, at its own cost:

- comply with Provider's Acceptable Use Policy (AUP) published at <https://sofia-connect.net/legal/aup/>, as amended from time to time, and ensure that its end users do likewise;
- provide and keep current accurate technical, operational and billing contact information;
- provide reasonable access to its sites and facilities to Provider personnel and contractors for installation, maintenance and removal of Provider equipment;
- be solely responsible for the operation, maintenance, security and configuration of Customer-owned equipment and facilities up to the Demarcation Point;
- not resell, sublicense or otherwise make the Services available to any third party without Provider's prior written consent, except that Customer may use the Services to carry the traffic of its own end customers over Customer's own network as part of Customer's standard service offering.

10. Intellectual Property

Each Party retains all right, title and interest in and to its own intellectual property rights existing prior to the Effective Date or developed independently of this Agreement. No licences are granted by implication, estoppel or otherwise except as expressly set out in this Agreement.

Provider owns and shall retain all rights in its network, equipment, software, configurations, routing policies, IP address allocations (other than Customer-portable address space), documentation and any improvements thereto.

As between the Parties, Customer Data remains the property of Customer. Customer hereby grants Provider a limited, non-exclusive, royalty-free licence to access, use, transmit and process Customer Data solely to the extent necessary to provide the Services, perform Provider's obligations under this Agreement and comply with applicable law.

11. Confidentiality

Each Party (the "Receiving Party") undertakes to keep strictly confidential all Confidential Information disclosed to it by the other Party (the "Disclosing Party"), to use it only for the purposes of this Agreement and not to disclose it to any third party without the Disclosing Party's prior written consent. The obligations of confidentiality shall apply during the Term and for a period of three (3) years after termination or expiry of this Agreement.

The obligations in this clause 11 do not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) was lawfully in the Receiving Party's possession before disclosure without obligation of confidence; (c) is independently developed by the Receiving Party without use of the Confidential Information; or (d) is required to be disclosed by law, court order or competent regulatory authority, in which case the Receiving Party shall, where lawful, give the Disclosing Party prior written notice and reasonable opportunity to seek protective measures.

Upon termination of this Agreement, or earlier on written request, the Receiving Party shall return or destroy all Confidential Information of the Disclosing Party in its possession or control, save for one archival copy retained for legal compliance and back-up records held in the ordinary course.

12. Data Protection and GDPR

Each Party shall comply with its respective obligations under Regulation (EU) 2016/679 (the General Data Protection Regulation, "GDPR"), the Bulgarian Personal Data Protection Act (Закон за защита на личните данни) and any other applicable data protection laws.

Where, in the course of providing the Services, Provider processes Personal Data on behalf of Customer, the Parties shall execute a Data Processing Agreement substantially in the form of Annex B to this Agreement. The Data Processing Agreement shall set out the subject matter, duration, nature and purpose of processing, the categories of Personal Data and Data Subjects, and the obligations of the Parties.

Provider shall implement and maintain appropriate technical and organisational measures designed to ensure a level of security appropriate to the risk associated with the processing of Personal Data, including the measures referred to in Article 32 GDPR.

Provider may engage sub-processors to assist in the provision of the Services, provided that Provider (a) gives Customer prior notice of any new sub-processor and a reasonable opportunity to object on reasonable data-protection grounds, and (b) imposes on each sub-processor data protection obligations no less protective than those set out in this Agreement.

13. Warranties

Provider warrants that the Services will be performed in a professional manner with reasonable care and skill in accordance with prevailing industry standards for licensed electronic communications carriers operating in Bulgaria.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

14. Limitation of Liability

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, OR THE COST OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ALL SERVICE ORDER FORMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CHARGES PAID OR PAYABLE BY CUSTOMER TO PROVIDER FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (OR, WHERE THE

SERVICE HAS BEEN IN OPERATION FOR LESS THAN TWELVE MONTHS, THE AVERAGE MONTHLY CHARGES MULTIPLIED BY TWELVE).

14.3 The limitations and exclusions set out in clauses 14.1 and 14.2 shall not apply to, and the following liabilities are uncapped: (a) breach of clause 11 (Confidentiality); (b) the indemnification obligations in clause 15; (c) liability arising out of wilful misconduct or gross negligence; (d) personal injury or death caused by the negligence of a Party; (e) Customer's payment obligations under clause 5; and (f) any matter which cannot be excluded or limited under applicable mandatory law.

14.4 Service credits payable under the SLA Annex are Customer's sole and exclusive remedy for Service unavailability or performance degradation to which the SLA applies, and are capped at fifty percent (50%) of the MRC for the affected Service in any given month, in accordance with the SLA Annex.

15. Indemnification

Provider shall indemnify, defend and hold Customer harmless from and against any third-party claim that Customer's use of the Services as authorised by this Agreement infringes any third party's intellectual property rights enforceable in the European Union, subject always to the cap set out in clause 14.2. Provider's obligations under this clause do not apply to claims arising from (a) modifications to the Services not made by Provider; (b) combination of the Services with non-Provider products or services where the infringement would not have arisen but for such combination; or (c) Customer Data.

Customer shall indemnify, defend and hold Provider harmless from and against any third-party claim arising out of (a) Customer Data; (b) Customer's use of the Services in breach of the AUP or applicable law; or (c) Customer's breach of this Agreement.

Each indemnity is conditional on the indemnified Party (a) giving the indemnifying Party prompt written notice of the claim; (b) providing reasonable cooperation in the defence; and (c) granting the indemnifying Party sole control of the defence and settlement of the claim, provided that no settlement imposing any non-monetary obligation on the indemnified Party shall be made without its prior written consent (not to be unreasonably withheld).

16. Termination

16.1 Termination for cause. Either Party may terminate this Agreement or any Service Order Form on thirty (30) days' prior written notice if the other Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach. For payment breaches, the cure period shall be ten (10) Business Days from receipt of notice.

16.2 Termination for insolvency. Either Party may terminate this Agreement and any Service Order Form with immediate effect by written notice if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy, has a receiver, trustee or administrator appointed, or commences proceedings for winding-up or dissolution.

16.3 Termination for convenience. Customer may terminate any Service Order Form before the end of its initial term by paying an early termination fee equal to seventy-five percent (75%) of the MRC

remaining due for the unexpired portion of the initial term. Provider may terminate any Service Order Form on one hundred and eighty (180) days' prior written notice if it withdraws the relevant Service from its commercial offering generally.

16.4 Effect of termination. On termination of this Agreement or any Service Order Form, (a) all Charges accrued up to the effective date of termination, plus any applicable early termination fees, shall become immediately due and payable; (b) each Party shall return or destroy the other Party's Confidential Information in accordance with clause 11; and (c) clauses 10, 11, 12, 14, 15, 16.4, 17, 18, 19, 20, 21 and 22 shall survive termination and continue in full force and effect.

17. Force Majeure

Neither Party shall be liable for any failure or delay in the performance of its obligations (other than payment obligations) to the extent caused by an event beyond its reasonable control, including but not limited to: acts of God; war, armed conflict or terrorism; civil unrest; strikes, lock-outs or other industrial action (other than of the affected Party's own employees); acts of government, regulatory authority or military authority; pandemic or epidemic; embargo; submarine cable cuts caused by third parties; natural disasters; and earthquakes affecting Bulgaria or transit countries (a "Force Majeure Event").

The affected Party shall give the other Party prompt written notice of the Force Majeure Event, its expected duration and the obligations it affects, and shall use reasonable efforts to mitigate the effects and resume performance as soon as reasonably practicable.

If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate the affected Service or Service Order Form by written notice without liability for early termination fees and without prejudice to amounts already accrued.

18. Assignment and Change of Control

Neither Party may assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement without the other Party's prior written consent (not to be unreasonably withheld, conditioned or delayed).

Notwithstanding the foregoing, either Party may assign this Agreement, in whole, to (a) an Affiliate or (b) a successor-in-interest in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of its assets, in each case subject to giving prior written notice to the other Party.

If Customer undergoes a Change of Control whereby control passes, directly or indirectly, to a person or entity that is a direct competitor of Provider, Provider may terminate this Agreement (or any affected Service Order Form) on ninety (90) days' prior written notice given within sixty (60) days of becoming aware of the Change of Control.

19. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by registered mail with return receipt and concurrently by email to the designated contacts of the receiving Party.

Notices to Provider shall be sent to: Sofia Connect EAD, 192A Cherni Vrah Boulevard, 1407 Sofia, Bulgaria, marked for the attention of Legal, with copy by email to info@sofia-connect.net (and, for operational notices, to noc@sofia-connect.net).

Notices to Customer shall be sent to the addresses (postal and email) set out for Customer in the applicable Service Order Form. Either Party may change its notice details by giving written notice in accordance with this clause.

20. Governing Law and Jurisdiction

This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the Republic of Bulgaria, excluding its rules on conflict of laws and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The Parties irrevocably submit to the exclusive jurisdiction of the Sofia City Court (Софийски градски съд) in respect of any dispute, controversy or claim arising out of or in connection with this Agreement, its subject matter, formation, validity or performance.

21. Compliance

Each Party warrants that it is not, and shall not become, a person or entity that is the subject of any sanctions imposed by the European Union, the United Nations Security Council, or any other applicable sanctions authority, and that it shall not use the Services in violation of such sanctions.

Each Party shall comply with all applicable anti-bribery and anti-corruption laws, including the Bulgarian Criminal Code, the United Kingdom Bribery Act 2010 and the United States Foreign Corrupt Practices Act, in each case to the extent applicable.

Customer shall be responsible for compliance with all applicable export control and re-export laws and regulations in connection with its use of the Services for cross-border traffic.

22. Miscellaneous

22.1 Entire Agreement. This MSA, together with the SLA Annex and all signed Service Order Forms, constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements, understandings and communications, whether written or oral.

22.2 Amendment. No amendment of this Agreement shall be effective unless made in writing and signed by an authorised representative of each Party.

22.3 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the Parties shall negotiate in good faith a valid substitute provision that achieves substantially the same commercial result.

22.4 Waiver. No waiver by either Party of any breach of this Agreement shall be effective unless in writing. The failure or delay of either Party to enforce any right under this Agreement shall not constitute a waiver of that right.

22.5 Counterparts and electronic signature. This Agreement may be executed in any number of counterparts, each of which when executed shall be an original, and all counterparts together shall constitute one and the same agreement. Signatures applied via qualified electronic signature in accordance with Regulation (EU) No 910/2014 (eIDAS) shall be valid and binding.

22.6 Relationship. The Parties are independent contractors. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture or fiduciary relationship between the Parties.

22.7 Third-party rights. A person who is not a Party to this Agreement has no rights to enforce any of its terms.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Master Service Agreement as of the Effective Date.

PROVIDER	CUSTOMER
Sofia Connect EAD	[CUSTOMER LEGAL NAME]
192A Cherni Vrah Blvd, 1407 Sofia, Bulgaria	[Registered Address]
UIC: 204636154 · VAT: BG204636154	[Reg. No.] · [VAT No.]
By: _____	By: _____
Name: Yuliy Nushev	Name: _____
Title: CEO & Founder	Title: _____
Date: _____	Date: _____

Annexes

The following Annexes form part of this Agreement:

Annex A — Service Level Agreement (provided as a separate document, version 1.0, dated 23 April 2026).

Annex B — Data Processing Agreement (to be provided upon Customer request where Provider processes Personal Data on Customer's behalf).

Annex C — Acceptable Use Policy (incorporated by reference from <https://sofia-connect.net/legal/aup/>, as amended from time to time).