

# UNIFIBER

## Commercial

### B2B

#### Annex 2

#### Commercial Conditions and Charges

20<sup>th</sup> of September 2023



## 1. Table of Contents

Table of Contents.....	2
The Rental Pricing Model.....	3
Rental Charges: calculation and invoicing .....	3
Additional Services.....	4
Invoicing Formalities .....	5
Appendix 1: Wholesale B2B Price List 2022.....	6

## 2. The Rental Pricing Model

Company offers its Services to Operator on the basis of a rental pricing model (the "Rental Pricing Model") with one-off fees for installation or one-off events or interventions.

The Rental Pricing Model (alias the model "per active line fee") is based on a monthly Recurring Wholesale Access Charge per Business Activated served by Operator for dense Fiber-to-the-Business network Services and spans from the Customer's FTU or ODF up to the Company ODF in the Central POP.

The monthly Recurring Wholesale Business Access Charge includes

- the rental of a dark P2P single fiber (or fiber pair) between the Customer FTU (or ODF) and the Area POP;
- if required, a single fiber (or fiber pair) between the Company ODF in an Area POP to the Company ODF in the Central POP, for ethernet, PON (for a splitting ratio of 1:32, including the related splitters) or P2P.

In case of PON and in the event the Operator desires a lower splitting ratio, Operator will have to order additional POP ring fiber(s) and related splitter(s). E.g. if Operator would choose a splitting ratio of 1:16, one additional POP Ring Fiber needs to be ordered, if Operator would choose a splitting ratio of 1:8, three additional POP Ring Fibers need to be ordered.

If Operator would like to have additional dedicated fiber between an Area POP and the Central POP, an additional monthly fee will be applied per additional fiber between an Area POP and the Central POP.

Per activation or de-activation, a one-off (De-)Activation Fee will be applied.

If the Business Access Point is not yet connected to the FTTx Network, the one-off installation fee includes the installation of an FTU or ODF at the Customer side and the Drop Cable for a standard Business situation (e.g. SME). For non-standard connectivity towards a Business Access Point, Company will provide Operator with a one-off quote that covers the extra costs induced by the connection of the ordered Business Access to the FTTx Network. This one-off cost will be invoiced by Company to Operator.

If the Business Access Point is already connected to the FTTx Network, only the Activation Fee will be applied.

## 3. Rental Charges: calculation and invoicing

Company shall calculate the aggregate Rental Charges payable by Operator on a monthly basis over each separate Deployment Area on the basis of the number of Businesses Activated for which a Service Order for Wholesale Access has been submitted by Operator.

Company shall invoice the Rental Charges at the beginning of each month with respect to the ongoing month and will invoice any applicable one-off Charges as an addition to such monthly invoice. The Rental Charge per Business Activated will only be calculated on the

Invoicing Date following its activation and will only be payable by Operator as of the start of the month following its activation. Furthermore, Company will never reimburse any Rental Charge covering the period between the effective de-activation and the end of the invoiced month.

#### **4. Additional Services**

Besides the Wholesale Access Charges covering the use of the FTTx network, some additional services can be offered by Company to Operator. All those additional services are described in more detail Annex 3A.

A brief overview is given below. For each of those services, additional charges or fees apply.

The following additional services are available:

1. Co-location Services
2. Activation/De-Activation
3. Premium SLA
4. Amendment of Splitter Ratios and Fibers
5. Miscellaneous Ancillary Services are available such as connection quote or additional fees are applicable for faulty services such as useless interventions, order cancellation or order rescheduling upon Operator request less than 24h for installation

##### **4.1 Co-location Services (POP Fees)**

Company will charge co-location Charges for the use of rack space in the Central POP and/or Area POP. There is no distinction in the different Charges between an Area POP or a Central POP, charges are based on the used rack space and the required power.

Operator may reserve rack spaces in Area POP and/or Central POP to guarantee its ability to provide Services through Company in certain Deployment Area's while not yet commercially active in said Deployment Area without hindrance to other operators' provision of Services in that Deployment Area.

##### **4.2 Activation and De-Activation Fees**

A one-off Charge will be charged by Company to Operator for the activation/deactivation of a Business Access Point and for the activation/deactivation of a POP Ring fiber or fiber pair.

##### **4.3 Premium SLA for Repair**

The Wholesale Business Access comes standard with a PremiumSLA (7 days on 7 support), as described in Annex 4.

##### **4.4 Additional Fibers**

Additional Fibers in the POP Ring can be obtained upon request.

#### 4.5 Ancillary Services and Fees

- Charge for Useless Intervention will be applied for any useless intervention for a Business Customer
- There will also be a Charge for Cancellation of and Rescheduling of an order if less than 24h before Installation upon Customer's or Operator's request;

### **5. Invoicing Formalities**

- 5.1 Invoices shall be sent in electronic format to Operator on the e-mail address as will be provided by Operator.
- 5.2 Operator shall pay all invoices in full within 30 calendar days of the date of the invoice without any right of set-off provided that the invoice meets the requirements as set out in this article.
- 5.3 Invoices issued by Company shall be considered as irrevocably accepted if they are not contested within 30 calendar days after the invoice date. This term constitutes a contractual statute of limitation. An objection to an invoice will be considered by Company if it is made in writing delivered to the registered office of Company or by e-mail to the e-mail address as will be provided by Company. In the event of a dispute of an invoice by Operator, only disputed amounts can be withheld, the undisputed amounts must be paid according to the payment provisions as set out in this Annex 2.
- 5.4 In the event of failure to pay the invoices by their due date, the following shall apply automatically and without prior notice of default:
  - (a) all amounts due are immediately payable regardless of the agreed payment terms; and
  - (b) such amounts shall accrue statutory interest in respect of late payment in commercial transactions (published by the Federal Public Service (FOD/SPF) Finances) from the date such payment is due until the date the outstanding amount is fully paid.
- 5.5 All judicial and extrajudicial fees and costs related to the collection of unpaid invoices, including reasonable attorney's fees, shall be for Operator's account. The extrajudicial costs shall amount to at least 15% of the amount due, with a minimum of EUR 200, without prejudice to Company's right to claim any excess amount from Operator in the event these costs are greater.
- 5.6 The default by a Business Customer or a Service Provider to pay fees vis-à-vis Operator do not give rise to an exemption and do not grant Operator the right to refuse or delay payment to Company.

## 6. Appendix 1: Wholesale B2B Price List 2022

### "Wholesale B2B" PRICE LIST 2022

All fees are without VAT

Fees are indexed as per contractual conditions

YoY index

1,5%

1. Wholesale B2B Access Fee		Unit	Monthly fee	One-off fee
Single Fiber to Area POP (*)(**)		For Single Fiber to Area POP	€ 28,93	€ 253,75
Fiber Pair to Area POP (*)(**)		For Fiber Pair to APOP	€ 48,72	€ 507,50
Fiber Pair to Central POP (*)(**)		For Fiber Pair to CPOP	€ 150,22	€ 507,50
(*) for standard connection (existing usable introduction duct or installation for value of 500€ for drop cable - one-off fee not due if site already connected)				
(**) including Maintenance & Operations Fee & Premium SLA				
2. Activation & Deactivation Fees		Unit	Monthly fee	One-off fee
(De)Activation Fee (Single Fiber)		Per (De)Activation	-	€ 101,50
(De)Activation Fee (Fiber Pair)		Per (De)Activation	-	€ 152,25
3. Optional POP Ring Services		Unit	Monthly fee	One-off fee
Ring Fiber Pair		Per Fiber Pair, Per Area POP Covered	€ 101,50	-
4. POP Fees		Unit	Monthly fee	One-off fee
Initial Set-up 20U Rackspace (no power included)		Per 20U	€ 456,75	€ 5.075,00
DC power supply per 500 W		Per 500W	€ 50,75	-
Additional Rackspace per 20U Rack Footprint		Per 20U Rack Footprint	€ 203,00	-
Rackspace Reservation Cost (*)		Per Rackspace	€ 101,50	-
Initial Set-up 1U rackspace (no power included)		Per 1U	€ 50,75	€ 1.000,00
DC power supply per 1U		Per 1U Power	€ 10,15	-
(*) reservation up to a maximum of 12 months				
5. Ancillary Fees		Unit	Monthly fee	One-off fee
Fee for Useless Intervention		Per Truck Roll	-	€ 101,50
Orders Rescheduled <24h upon Operator's/Customer's request (*)		Per Rescheduling	-	€ 101,50
Cancellation during roll-out (*)		Per Installation	-	€ 101,50
Connection Quote Fee		Per Installation	-	€ 101,50

(\*) minimum fee - costs already incurred to be added