

UNIFIBER Reference Offer Commercial B2C

Annex 2

Commercial Conditions and Charges 20th of September 2023



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1. Introduction

- 1.1 Company offers its Services to Operator on the basis of the following pricing models (the "Pricing Models"):
 - i. an indefeasible right of use ("IRU") pricing model (the "IRU Pricing Model");
 - ii. and a rental pricing model (the "Rental Pricing Model").
- 1.2 The underlying difference in actual deployment and operation costs as incurred by Company within each Deployment Area are averaged out over the entire Footprint and result in the Pricing Models and Charges quoted herein. The Pricing Models and Charges (and any subsequent modification thereof) shall apply to Operator for the entire Footprint.
- 1.3 The Pricing Model applicable to Operator shall be determined in the pricing model form, attached as template in Appendix 1 to this Annex 2 (the "Pricing Model Form"), which will indicate whether the IRU Pricing Model or the Rental Pricing Model will apply to Operator. The initial Pricing Model Form shall be executed by Company and Operator at the latest upon signature of the Agreement and shall apply to the entire Uptake Commitment of Operator (if applicable).
- 1.4 Provided that if the IRU Pricing Model would apply to Operator's Uptake Commitment, Operator may order Access in excess of its Uptake Commitment under the Rental Pricing Model as further set out in article 2.8.
- 1.5 The commercial conditions set forth in this Annex 2 only apply to Fiber-to-the-Home/Premises/Building network Services under the present Agreement (including Annex 4). The commercial conditions for services other than Fiber-to-the-Premises/Homes/Building network Services (e.g. dedicated SLA, connectivity for mobile sites/antennas, ...) will be set out in a specific business pricing plan and a separate customer agreement to be entered into by Company and Operator.
- 1.6 Parties agree that (i) the IRU Pricing Model will be applied to the Access and related Services under Operator's Uptake Commitment and (ii) the Rental Pricing Model will be applied to the Access and related Services in excess of Operator's Uptake Commitment.
- 1.7 The IRU pricing conditions are based on and take into account (i) the uptake volume committed by Operator and (ii) the commitment by Operator to early make effective utilization of the deployed FTTx Network within a timeframe of maximum sixty (60) respectively seventy-eight (78) months from Delivery of the respective Deployment Areas.

2. The IRU Pricing Model

- 2.1 The IRU Pricing Model is only eligible and open to Operator if it commits to an Uptake Commitment on the entire Footprint with an Uptake Rate of at least the higher of (i) 80% of the Operator market share in the fixed broadband market at Closing of the Agreement in the Footprint and (ii) 15% in accordance with article 10 of the Agreement, it being understood that Operator's Uptake Commitment shall be as set out in article 10 of the Agreement.
- 2.2 Under the IRU Pricing Model Operator shall obtain an indefeasible right to use a fraction of the total capacity of the FTTx Network to simultaneously activate and service a number of (any) Homes Passed (i.e. to achieve a number of (any) Homes Activated anywhere in the deployed Footprint) up to the level of the corresponding Uptake Rate subscribed by Operator for a fixed term of 20 years from start date set forth in the IRU Pricing Model Form (the "IRU Term") for the purpose of the provision by Operator of Fiber-to-the Home/Premises/Building network Services to Customers, irrespective of:
- (a) The actual number of Homes Activated by Operator on the FTTX Network;
 - (b) The actual use of the capacity used by Operator;
 - (c) The service term of the service contract between Operator and Subscriber; and
 - (d) The level where Operator will interconnect with the FTTX Network (either at Central POP or Area POP).

Illustrative example 1: if there are 500,000 Homes Passed in the Footprint and if Operator has purchased 40% under the IRU Pricing Model (i.e. a number equal to its Uptake Commitment), then Operator shall obtain capacity to simultaneously activate and service any 200,000 Homes Activated (regardless of which specific Homes Passed will be activated), it being understood that in such case Operator will pay the IRU Charges for 200,000 Homes Activated.

Illustrative example 2: if there are 600,000 Homes Passed in the Footprint (due to additional JV Greenfield Areas Delivered) and if Operator has purchased 40% under the IRU Pricing Model (i.e. a number equal to its Uptake Commitment), then Operator shall obtain capacity to simultaneously activate and service any 240,000 Homes Activated (regardless of which specific Homes Passed will be activated), it being understood that in such case Operator will pay the IRU Charges for 240,000 Homes Activated.

- 2.3 The IRU Pricing Model covers connection between the FTU and Company's ODF in the Central POP, and is comprised of the following segments:
- (a) Feeder Network / POP ring
 - (b) Distribution Network; and
 - (c) Access Network up to the FTU

in accordance with the provisions of point 1.1 of Annex 3.

2.4 The Charges applicable to the IRU Pricing Model (the "IRU Charges") are determined based on the following specifications and assumptions:

- (a) Splitter ratio 1:32, i.e. Operator will be entitled to connect 32 Subscribers to one single glass fiber connection.

In the event that Operator would order to connect Customers beyond the limits of the 1:32 splitter ratio, Operator shall order with Company additional splitters and POP ring capacity.

- (b) The IRU Charges are intended to span from the Company ODF (located in the Central PoP) to the FTU inside the Home Activated, assuming.

- i. a distance of maximum 8m of trenching for the Drop Cable (irrespective of the deployment mode underground, aerial or façade) unless introduction duct or equivalent is available and usable; and
- ii. the planning of the homes connect process is managed by Company (through its contractor) to enhance efficiency and optimize costs as set out in Annex 4.

Each Service Order for Access that does not meet the specifications and assumptions set forth above (for instance an Access order with a Drop Cable beyond 8m if introduction duct or equivalent is not available or usable) will be considered non-standard and Company shall charge Operator incremental costs above 8m incurred by Operator for such additional works.

2.5 The IRU Pricing Model encompasses "Ab Initio" and "A Posteriori" Non-Recurring IRU Charges which will apply as follows:

- a. The "Ab Initio" IRU Charges shall apply to Operator committing Access and Services for its entire Uptake Commitment (and only up to its Uptake Commitment) at the latest on or before 6 months after publication of the Reference Offer by Company (upon endorsement by the BIPT).
- b. The "A Posteriori" IRU Charges shall apply to Operator ordering (i) initial or incremental Access and Services later than 6 months after publication of the Reference Offer (upon endorsement by the BIPT) by Company/or (ii) incremental Access and Services in excess of its Uptake Commitment.

2.6 The IRU Charges shall comprise the following components, as will be further detailed in article 3 below:

- (a) "Non-Recurring IRU Charges": one-off Charges in respect of the IRU. Such Non-Recurring IRU Charges cover the costs to build the FTTx Network and include the costs for civil works to connect the Access Point, and to install the Drop Cable (under the assumptions set out in article 2.4) and the FTU. The Non-Recurring IRU Charges shall not be reimbursable, i.e. Company shall not be obliged to reimburse the Non-Recurring IRU Charges during the Contract Term, irrespective whether or not the corresponding Access Points are being used by Operator; and

- (b) "Recurring IRU Charges".
- 2.7 Operator acknowledges and agrees that the infeasible right to use a fraction of the total capacity of the FTTx Network to simultaneously service a number of Access Points granted to Operator only allows Operator to use the Passive Network Layer concerned and that, in accordance with the principles governing public ownership, neither the Agreement and its Annexes nor the Service Orders entered into under the Agreement shall imply any transfer of ownership of the Passive Network Layer to the benefit of Operator or give it any title whatsoever or exclusive right to all or part of the Passive Network Layer for any reason whatsoever.
- 2.8 In the event Operator reaches the maximum number of Homes Activated simultaneously serviced as agreed upon in the Uptake Commitment, Operator shall order additional capacity under the Rental Pricing Model.

3. IRU Charges: Rates and Invoicing

- 3.1 The amount of the Non-Recurring IRU Charges shall be calculated as follows:
- (a) For Fiber-to-the Premises/Homes/Building network Services, Operator shall pay the following Non-Recurring IRU Charges in respect of the Uptake Commitment subscribed to by Operator and structured as up-front Charge, on the basis of the number of Access Points that can simultaneously be serviced on the FTTX Network at any point in time:

Fiber-to-the Premises/Homes/Building network Services	
Type	Non-Recurring IRU Charges per Access Point
Non-Recurring « Ab-Initio » IRU Charges	1.600 EUR ¹
Non-Recurring « A-Posteriori » IRU Charges	1.728 EUR ² (1.600 EUR + 8%)

- (b) Company shall calculate the aggregate Non-Recurring IRU Charges on a monthly basis on the basis of the number of Homes Activated for which a Service Order for Access has been submitted by Operator and with respect to which Parties have chosen to apply the IRU Pricing Model of the last calendar day of the month preceding the relevant month (the "Measurement Date").

¹ Prices valid till December 31st, 2021, indexation will be applied as of January 1st, 2022.

² Prices valid till December 31st, 2021, indexation will be applied as of January 1st, 2022.

- 3.2 The amount of the Recurring IRU Charges shall be calculated as follows:
- (a) The Recurring IRU Charge per Home Activated shall be 7 EUR/month³.
 - (b) Company shall calculate the aggregate Recurring IRU Charges payable by Operator on a monthly basis for each separate Cohort. The aggregate Recurring IRU Charges for a relevant month will be calculated on the basis of the number of Homes Activated for which a Service Order for Access has been submitted by Operator and with respect to which Parties have chosen to apply the IRU Pricing Model of such Cohort at the Measurement Date.

- 3.3 In case of an amendment of the Uptake Commitment due to a Market Disruption in the Fixed Broadband Market in accordance with article 10.3 through 10.5 of the Agreement the impact on the IRU Charges will be as follows:

3.3.1 Non-Recurring IRU Charges

The existence of a Market Disruption in the Fixed Broadband Market does not have any impact on the calculation of the Non-Recurring IRU Charges, i.e. the amounts to be invoiced in accordance with articles 3.1 and 3.4.1 shall remain unchanged and Company shall not be obliged to reduce or reimburse any portion of the Non-Recurring IRU Charges.

3.3.2 Recurring IRU Charges

The existence of a Market Disruption in the Fixed Broadband Market as and for the term as established in accordance with article 10 of the Agreement shall have an impact on the calculation of the Recurring IRU Charges, i.e. the amounts to be invoiced in accordance with article 10.3 through 10.5 of the Agreement and articles 3.2 and 3.4.2 of this Annex 2.

- 3.4 Company shall invoice the IRU Charges as follows:

3.4.1 Non-Recurring IRU Charges

- (a) Company shall invoice the Non-Recurring IRU Charges per Deployment Area in four instalments in accordance with the following uptake curve payment scheme:

³ Price valid till December 31st, 2021, indexation will be applied as of January 1st, 2022.

Due Date	Payment scheme of Non-Recurring IRU Charges due in the relevant Deployment Area as a percentage of Uptake Commitment Percentage Non-Recurring IRU Charges within the relevant Deployment Area
Upon the earlier of (i) the submission of the first Service Order for Access within a Deployment Area or (ii) the Delivery Date of the Deployment Area (the "Payment Date")	30%
Upon the first anniversary of the Payment Date	25%
Upon the second anniversary of the Payment Date	25%
Upon the third anniversary of the Payment Date	20%

- (b) At the expiry of each IRU Term, Company shall, unless Operator notifies Company in writing that he does not want to renew the IRU Pricing Model at the latest twelve (12) months prior to its expiry date, charge to Operator an IRU renewal fee (the "IRU Renewal Fee") for an extension for 20 years of its indefeasible right to use a fraction of the total capacity of the FTTx Network to simultaneously service a number of Homes Activated. This IRU Renewal Fee is set to be 15% of the initial Non-Recurring IRU Charges invoiced for the entire Footprint for the initial IRU Term.
- (c) For the avoidance of any doubt, the provisions of articles 3.1 and 3.4.1 shall apply *mutatis mutandis* to the JV Greenfield Areas whereby each JV Greenfield Area will be considered a Deployment Area.

3.4.2 Recurring IRU Charges

- (a) Company shall invoice the Recurring IRU Charges for each Cohort in the beginning of each month with respect to the ongoing month on the basis of the following principles:
- i. Prior to the expiry of sixty (60) months from the Cohort Uptake Start Date of a Cohort Company shall invoice Recurring IRU Charges equal to the Recurring IRU Charges per Home Activated multiplied with the number of Homes Activated as determined on the preceding Measurement Date in accordance with article 3.2(b);
 - ii. As of the expiry of sixty (60) months from the Cohort Uptake Start Date of a Cohort and until the expiry of seventy-eight (78) months from the Cohort Uptake Start Date, Company shall invoice Recurring IRU Charges equal to the higher of:

- a) the number of Homes Activated within such Cohort multiplied with the Recurring IRU Charges per Home Activated;
 - or*
 - b) [90% of the relevant percentage of the Uptake Commitment] of the number of Homes Passed as designed for such Cohort multiplied with the Recurring IRU Charges per Home Activated.
- iii. As of the expiry of seventy-eight (78) months from the Cohort Uptake Start Date of a Cohort, Company shall invoice Recurring IRU Charges equal to the higher of:
- a) the number of Homes Activated within such Cohort multiplied with the Recurring IRU Charges per Home Activated;
 - or*
 - b) [100% of the relevant percentage of the Uptake Commitment] of the number of Homes Passed as designed for such Cohort multiplied with the Recurring IRU Charges per Home Activated.
- (b) For the avoidance of any doubt, the provisions of articles 3.2 and 3.4.2 shall apply *mutatis mutandis* to the JV Greenfield Areas whereby each group of all JV Greenfield Areas for which the Delivery occurred in the same Working Year in accordance with article 10.1 (c) of the Agreement will be considered in the same Cohort in the brownfield during the deployment period.

3.4.3 Illustrative calculation examples

Situation 1:

- Operator has an Uptake Commitment of 40% and the IRU Pricing Model applies to such Uptake Commitment;
- there are only 2 cohorts (Cohort 1 and Cohort 2) with 100,000 Homes Passed as designed for each single cohort. No other cohorts are (or will be) built by Company;
- after 78 months after Delivery Operator has an effective Uptake Rate of 30% in Cohort 1 and 50% in Cohort 2;

Question 1: How will the Non-Recurring IRU Charges be calculated?

The Non-Recurring IRU Charges have been paid on a per Deployment Area basis and were equal to 40% multiplied with the number of Homes Passed as designed for such Deployment Area multiplied with the Non-Recurring IRU Charge per Home Passed. This means that Operator has the right to use 40% of the number Homes Passed as designed for all Deployment Areas in both Cohorts. (i.e. 40% multiplied with 200,000 = 80,000 Homes Activated (= 40,000 in Cohort 1 and 40,000 in Cohort 2), it being understood that Operator can in practice only activate an actual Home Passed.

In casu Operator effectively uses 80,000 Homes Activated in both Cohorts (taken jointly) (= 30,000 in Cohort 1 and 50,000 in Cohort 2).

The relevant invoices were sent in accordance with article 3.1 and 3.4.1 of this Annex 2.

Question 2: Will Operator have to order additional Access under the Rental Pricing Model to simultaneously service 30,000 Homes Passed in Cohort 1 and 50,000 Homes Passed in Cohort 2?

No, as the total capacity used is not in excess of (but is equal to) the IRU capacity ordered and paid for with respect to the entire Footprint under the Non-Recurring IRU Charges (i.e. 80,000 Homes Passed or 40% of the entire Footprint).

Question 3: How will the Recurring IRU Charges be calculated?

In Cohort 1: Operator will pay Recurring IRU Charges equal to the higher of (i) 40,000 Homes Activated (= 40% of the number of Homes Passed as designed for the Cohort) multiplied with the Recurring IRU Charge per Home Activated in accordance with article 3.2(a) or (ii) 30,000 Homes Activated (= the effective number of Homes Activated in Cohort 1 (which is in this case equal to 30% of the number of Homes Passed as designed for Cohort 1)) multiplied with the Recurring IRU Charge per Home Activated in accordance with article 3.2(a). Option (i) is the highest.

For Cohort 1 the Recurring IRU Charges will be equal to 40,000 Homes Activated multiplied with the Recurring IRU Charge per Home Activated in accordance with article 3.2(a).

In Cohort 2: Operator will pay Recurring IRU Charges equal to the higher of (i) 40,000 Homes Activated (= 40% of the number of Homes Passed designed for Cohort 2 multiplied with the Recurring IRU Charge per Home Activated in accordance with article 3.2(a) or (ii) 50,000 Homes Activated (= the effective number of Homes Activated in Cohort 2 (which is in this case equal to 50% of the number of Homes Passed designed for Cohort 2)) multiplied with the Recurring IRU Charge per Home Activated in accordance with article 3.2(a). Option (ii) is the highest.

For Cohort 2 the Recurring IRU Charges will be equal to 50,000 Homes Activated in Cohort 2 multiplied with the Recurring IRU Charge per Home Activated in accordance with article 3.2(a).

The relevant invoices will be sent in accordance with article 3.2 and 3.4.2 of this Annex 2.

Situation 2:

- Operator has an Uptake Commitment of 40% and the IRU Pricing Model applies to such Uptake Commitment;

- there are only 2 cohorts (Cohort 1 and Cohort 2) with 100,000 Homes Passed as designed for each single cohort. No other cohorts are (or will be) built by Company;

- after 78 months after Delivery Operator has an effective Uptake Rate of 30% in Cohort 1 and 60% in Cohort 2;

Question 1: How will the Non-Recurring IRU Charges be calculated?

The Non-Recurring IRU Charges have been paid on a per Deployment Area basis and were equal to 40% multiplied with the number of Homes Passed as designed for such Deployment Area multiplied with the Non-Recurring IRU Charge per Home Passed. This means that Operator has the right to use 40% of the number of Homes Passed as designed for all Deployment Areas in both Cohorts. (i.e. 40% multiplied with 200,000 = 80,000 Homes Activated (= 40,000 in Cohort 1 and 40,000 in Cohort 2), it being understood that Operator can in practice only activate an actual Home Passed.

In casu Operator effectively uses 90,000 Homes Activated in both Cohorts (taken jointly) (= 30% of 100,000 in Cohort 1 and 60% of 100,000 in Cohort 2). This means that the total use is 10,000 Homes Activated in excess of Uptake Commitment.

The relevant invoices for 80,000 Homes Activated were sent in accordance with article 3.1 and 3.4.1 of this Annex 2.

Question 2: Will Operator have to order additional Access under the Rental Pricing Model to simultaneously service 30,000 Homes Activated in Cohort 1 and 60,000 Homes Activated in Cohort 2?

Yes, Operator will have to order (and pay) additional Rental orders in excess of the total IRU capacity ordered and paid for with respect to the entire Footprint under the Non-Recurring IRU Charges (i.e. 80,000 Homes Activated or 40% of the entire Footprint). Operator will have to order (and pay) additional Rental orders amounting to 10,000 Homes Activated multiplied with the Rental Charges per Home Activated in accordance with article 4.1 (i.e. EUR 21.5 per Home Activated or 215,000 in total).

For the avoidance of doubt, if there would have been other cohorts as a consequence of which the total capacity use over the entire Footprint would be lower than 40% (which is not the case in this example), no additional capacity would have to be purchased.

Question 3: How will the Recurring IRU Charges be calculated?

In Cohort 1: Operator will pay Recurring IRU Charges equal to the higher of (i) 40,000 Homes Activated (= 40% of the number Homes Passed as designed for Cohort 1) multiplied with the Recurring IRU Charge per Home Activated in accordance with article 3.2(a) or (ii) 30,000 Homes Activated (= the effective number of Homes Activated in Cohort 2 (which is in this case equal to 30% of the number of Homes Passed as designed for Cohort 1)) multiplied with the Recurring IRU Charge per Home Activated in accordance with article 3.2(a). Option (i) is the highest.

For Cohort 1 the Recurring IRU Charges will be equal to 40,000 Homes Activated multiplied with the Recurring IRU Charge per Home Activated in accordance with article 3.2(a).

In Cohort 2: Operator will pay Recurring IRU Charges equal to the higher of (i) 40,000 Homes Activated (= 40% of the number of Homes Passed as designed for Cohort 2) multiplied with the Recurring IRU Charge per Home Activated in accordance with article 3.2(a) or (ii) 60,000 Homes Activated (= the effective number of Homes Activated in Cohort

2) minus 10,000 Homes Activated paid in Rental Charges (under the Rental Pricing Model) which already covers the maintenance cost (which is in this case equal to 50,000 Homes Activated)) multiplied with the Recurring IRU Charge per Home Activated in accordance with article 3.2(a). Option (ii) is the highest.

For Cohort 2 the Recurring IRU Charges will be equal to 50,000 Homes Activated multiplied with the Recurring IRU Charge per Home Activated in accordance with article 3.2(a).

The relevant invoices will be sent in accordance with article 3.2 and 3.4.2 of this Annex 2.

4. The Rental Pricing Model

4.1 Rental Charges: Rates

The Rental Pricing Model (alias the model "per active line charge") is based on the following pricing elements and are set forth in Appendix 2: FTTH price list, and consists of:

- (a) a recurring wholesale ODF access charge as set out in article i (the "Recurring Wholesale ODF Access Charge"); and potentially
- (b) a recurring POP ring fiber charge as set out in article i (the "Recurring POP Ring Fiber Charge" and jointly with the Recurring Wholesale ODF Access Charge referred to as the "Rental Charges").

i. Recurring Wholesale ODF Access Charge

4.1.1.1 The Recurring Wholesale ODF Access Charge is the monthly recurring access charge per Home Activated served by Operator for Fiber-to-the-Home/Premises/Building network Services and spans from the FTU up to the Company ODF in the Central Pop.

4.1.1.2 The monthly Recurring Wholesale ODF Access Charge includes:

- the rental of a P2P fiber pair between the FTU and the Company ODF in the Central PoP;
- if the Access Point is not connected to the FTTx Network, the installation of the FTU and the Drop Cable for a standard situation (as defined in Annex 3 i.e. available and usable introduction duct or less than 8m drop cable length); and
- recurring maintenance Charges of the FTTx Network.

4.1.1.3 For non-standard connectivity towards Access Points Company will provide Operator with a one-off quote that covers the extra costs induced by the connection of the ordered Home Activated to the FTTx Network. This one-off cost will be invoiced by Company to Operator.

4.1.1.4 The initial term per Wholesale ODF Access connection is 6 months, thereafter the connection can be terminated without prior notice by Operator, subject to the provisions of Access Point portability set out in Annex 3.

ii. Recurring POP Ring Fiber Charge

The Recurring POP Ring Fiber Charge is the recurring monthly charge per fiber between the Company ODF in the Central PoP and the Company ODF in the Area PoP ordered by Operator (being understood that the Recurring POP Ring Fiber Charge related to a splitting ratio of 1:32 and related splitter are included in the Recurring Wholesale ODF Access Charge as defined in article 4.1.2.2).

In the event the Operator desires a lower splitting ratio (e.g. 1:16), Operator will have to order additional POP ring fiber(s) and related splitter(s).

For the avoidance of doubt, Operator will at its sole discretion determine whether a non-standard splitting ratio is needed to carry broadband traffic from Access Points upon which the Rental Charges apply, given that Operator has purchased and activated IRU capacity under the IRU Pricing Model up to the 40% Uptake Commitment. 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.

4.2 Rental Charges: calculation and invoicing

- i. 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 Homes Activated for which a Service Order for Access has been submitted by Operator and with respect to which Parties have chosen to apply the Rental Pricing Model on the Measurement Date.
- ii. To the extent the Rental Pricing Model is applied to Operator's Uptake Commitment, the aggregate Rental Charges for a relevant month will be calculated on the basis of the following principles:
 - a. Prior to the expiry of sixty (60) months from the Delivery of a Deployment Area Company shall invoice Rental Charges equal to the Recurring Wholesale ODF Access Charges and Recurring POP Ring Fiber Charges per Home Activated multiplied with the number of Homes Activated as determined on the preceding Measurement Date;
 - b. As of the expiry of sixty (60) months from the Delivery of a Deployment Area and until the expiry of seventy-eight (78) months from the Delivery of a Deployment Area, Company shall invoice Rental Charges equal to the higher of:
 - i. the number of Homes Activated within such Deployment Area multiplied with the Recurring Wholesale ODF Access Charges and Recurring POP Ring Fiber Charges per Home Activated;or
 - ii. [90% of the percentage of the relevant Uptake Commitment] of the number of Homes Passed as designed for such Deployment Area multiplied with the Recurring Wholesale ODF Access Charges and Recurring POP Ring Fiber Charges per Home Activated;
 - c. As of the expiry of seventy-eight (78) months from the Delivery of a Deployment Area, Company shall invoice Rental Charges equal to the higher of:

- i. the number of Homes Activated within such Deployment Area multiplied with the Recurring Wholesale ODF Access Charges and Recurring POP Ring Fiber Charges per Home Activated
- or*
- ii. [100% of the percentage of the relevant Uptake Commitment] of the number of Homes Passed as designed for such Deployment Area multiplied with the Recurring Wholesale ODF Access Charges and Recurring POP Ring Fiber Charges per Home Activated.
- iii. 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. For the avoidance of any doubt, the Rental Charge per Home Activated will only be calculated on the Measurement 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 deactivation and the end of the invoiced month.
- iv. In the event Operator has subscribed to the IRU Pricing Model, the number of Homes Activated that will be invoiced under this Rental Pricing Model will be the difference between its committed IRU fraction and the effective total number of Homes Activated.

5. Ancillary Services

Besides the Charges covering the use of the FTTx network, some additional Services will be offered by Company to Operator. All those Ancillary Services are described in Annex 3.

As such ancillary categories are:

- Patching Services/Charges;
- Co-location Services/Charges;
- Enhanced SLA Services/Charges;
- Premium SLA Services/Charges;
- Amendment of splitter ratio; and
- Miscellaneous (faulty patching, pointless interventions, cancellation of orders and orders rescheduled upon Operator request).

Those Charges are to be taken into account irrespective of the selected Pricing Model by Operator and are listed in the Price List attached as Appendix 2 to this Annex 2.

5.1 Non-Recurring Patching Charge

- i. A one-off patching Charge will be charged by Company to Operator for the activation/deactivation of an Access Point (Home Activated) and for the activation/deactivation of a PoP ring fiber. For the avoidance of doubt, the Non-Recurring Patching Charge is included in the Recurring IRU Charge per Home Activated of the IRU Pricing Model
- ii. In the event the patching works are performed by Operator according to the provisions in Annex 3, no patching charges will be charged to operator.

5.2 Co-location Charges

- i. 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.
- ii. 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.

5.3 Enhanced/Premium SLA for Repair

- i. This Enhanced/Premium SLA is described in Annex 4 SLA and provides for a number of improved KPIs.

- ii. Repair time frames and MTTR are enhanced for the Access Points for which Operator has ordered a Enhanced/Premium SLA as described in Annex 4 SLA.
- iii. The Enhanced/Premium SLA option can be ordered per Access Point.

5.4 Miscellaneous

- Charge for pointless intervention (groundless intervention);
- Penalty for faulty patching in colocation room;
- Cancellation of order during delivery process or orders rescheduled upon Operator request;

6. Invoicing Formalities

- 6.1 Invoices shall be sent in electronic format to Operator on the e-mail address as will be provided by Operator.
- 6.2 Operator shall pay all invoices in full within 60 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.
- 6.3 Invoices issued by Company shall be considered as irrevocably accepted if they are not contested within 60 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.
- 6.4 In the event of failure to pay the invoices by their due date, the following shall apply automatically and without prior notice of default:
- i. all amounts due are immediately payable regardless of the agreed payment terms; and
 - ii. 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.
- 6.5 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.
- 6.6 The default by a Subscriber 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.

7. Appendix 1: Pricing Model Form

Operator	(name) [_____] (address) [_____] (VAT) [_____]
Pricing Model	[IRU Pricing Model <i>or</i> Rental Pricing Model]
Uptake Commitment	Uptake Rate of [____]%

Note: Solely for IRU Pricing Model

[Non-Recurring IRU Charges]	Applicable Non-Recurring IRU Charges per Home Activated: EUR [____] Total Non-Recurring IRU Charges: EUR [____] Payment upon the Payment Date: EUR [____] Payment upon the first anniversary of the Payment Date: EUR [____] Payment upon the second Payment Date: EUR [____] Payment upon the third Payment Date: EUR [____]
[Recurring IRU Charges]	_____ _____ _____

Note: Solely for Rental Pricing Model

[Rental Charges]	_____ _____ _____
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General remarks	_____ _____ _____
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Signature Operator	_____ (name) (capacity) _____ (name) (capacity)
Countersignature Company for Acceptance and Approval	_____ (name) (capacity) _____ (name) (capacity)

8. Appendix 2: Charges under Rental Pricing Model and Price List ⁴

Rental Pricing Model Commercial FTTH PRICE LIST

All fees are without VAT and only valid for Fiber-To-The-Home/Premises/Building network Services

Fees are indexed as per contractual conditions

1. Recurring Commercial Agreement		Unit	Monthly Fee	One-off Fee
Access Point Connection (*)		Per Home Activated		Incl.
Fiber Connection Access Point - Area POP		Per Home Activated		
Uptake commitment below 10%			€ 19,50	
Uptake commitment 10%			€ 18,80	
Uptake commitment 15%			€ 18,40	
Uptake commitment 20% or higher			€ 18,00	
Fiber Connection Access Point - Central PoP (**)		Per Home Activated		
Uptake commitment below 10%			€ 23,00	
Uptake commitment 10%			€ 22,30	
Uptake commitment 15%			€ 21,90	
Uptake commitment 20% or higher			€ 21,50	

(*) included for standard connection (existing usable introduction duct or installation of 350€ for drop cable)
(**) Valid for Splitting ratio 1:32. If splitting ratio 1:16, one additional POP Ring fiber must be ordered, and 3 additional POP ring fibers must be ordered for splitting ratio of 1:8

2. Rental POP Ring Fiber		Unit	Monthly Fee	One-off Fee
Use Backbone Ring		Per Home Activated	€ 3,50	
Use Backbone Ring other Splitting Ratio		Per fiber	€ 128,00	-
Per Additional Splitter		Per splitter	-	€ 200,00

3. Central & Area PoP Service Order		Unit	Monthly Fee	One-off Fee
Initial set-up Set-up 20 HE rackspace (without power)		Per unit	€ 450	€ 5,000
Additional rackspace per 20 HE		Per unit	€ 200	-
DC power supply per 500 W		Per unit	€ 50	-
Rackspace Reservation Cost (*)		Per unit	€ 100	-
Initial set-up Set-up 1U rackspace (without power)		Per unit	€ 50	€ 1,000
DC power supply per U		Per unit	€ 10	-

(*) reservation up to a maximum of 12 months

4. Maintenance		Unit	Monthly Fee	One-off Fee
Recurrent Monthly Maintenance of the network		Per Home Passed	incl.	Incl.

5. Service Level Agreement (SLA)		Unit	Monthly Fee	One-off Fee
Basic SLA			incl.	incl.
Enhanced SLA (6/7)		add-on to Recurring Access Charge	€ 5,00	-
Premium SLA (7/7)		add-on to Recurring Access Charge	€ 9,00	-

6. Ancillary fees		Unit	Monthly Fee	One-off Fee Note ⁵
Charge per patching (in POPs, activation/deactivation)		Per Premise & per POP ring fiber	€ 0,00	€ 25,00
Fee for pointless intervention or displacement (groundless intervention)		Per unit	-	€ 50,00
Fee for unfounded or faulty patching in the colocation room		Per unit	-	€ 50,00
Cancellation during roll-out (*)		Per unit		€ 350,00
Orders rescheduled upon Operator's request (*)		Per Unit		€ 50,00

⁴ Prices valid till December 31st, 2021, indexation will be applied as of January 1st, 2022.

⁵ Pricing subject to change in function of actual rates applied by suppliers.