



**Offer covering the Fibre Access to the terminating
segment of EPT's point-to-point FTTH infrastructure
(FAO)**

Entreprise des Postes et Télécommunications

Prices in Euro

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1 Introduction

1.1 Purpose

This Fibre Access Offer (FAO) presents the unbundling terms and conditions, which shall apply and be granted by EPT to Other Alternative Operators (“Operator”) for the provisioning of EPT’s (“Entreprise des P&T Luxembourg”) Fibre Access services (“FA Services”).

All Schedules attached to this FAO form an integral part hereof and present the different FA Services and their respective applicable provisioning terms offered by EPT under this FAO.

The Co-Location services as from time to time referred to in this FAO are part of and subject either to the applicable Reference Co-Location Offer (“RCO”) in case the ODF site is located in a Central Office (CO) with dedicated Co-Location room, or to the applicable Wholesale Area-Pop Co-Location offer (APCO) in case the ODF site is an Area-Pop and shall be provided by EPT to the Operators in compliance with the specific terms and conditions of the said offers.

This FAO does not purport to diminish the rights of Operators to seek additional services, or EPT’s obligation to provide additional services under applicable law or regulations.

1.2 Services covered

The FA Service covered by this FAO offer is the access to the terminating segment of EPT’s point-to-point FTTH infrastructure. The terminating segment being the fibre link between the ODF and the Fibre Optic Network Termination Point (FO-NTP) at the customer’s premises. The FA Service can only be delivered if there is an EPT point-to-point FTTH Access network in place and if there is sufficient fibre capacity available in that Access network.

1.3 Minimal terms

This FAO defines the minimal terms and conditions which EPT will grant to other

Operators. Nevertheless, EPT reserves the right to provide more beneficial terms and conditions, in accordance with the applicable legal framework, including the principle of non-discrimination.

1.4 No content liability

No Operator (including EPT) shall be responsible for the content of calls or transactions passed through its own or an Operator's network. Laws and regulations regarding confidentiality and access by legal authorities to calls on the Operator's and EPT's network will apply.

1.5 Term

This FAO is valid in accordance with ILR draft decision related to RDSLO and ORATH unless:

- A new FAO is proposed by EPT, or
- A material change occurs in the laws or regulations, governing telecommunications in Luxembourg.

1.6 Amendments

The content of this FAO may be timely reviewed and amended in order to comply with applicable rules and regulations.

1.7 Interpretation rules

Unless expressly defined otherwise hereafter (in particular in article 2 – Definitions below), the terms used in this FAO shall be construed and interpreted in accordance with the laws or regulations, governing telecommunications in Luxembourg.

1.8 Prices

All prices mentioned in this FAO, including those specified in the Appendices attached hereto, are in EURO (€) and exclusive of Value-Added Tax (VAT) or any other legal taxes, which will be added where applicable.

2 Definitions

(In the event of doubt, the description in the relevant text prevails to the definition given here)

Defined Terms	Meaning
APCO	Area POP Co-Location.
Area POP	New ODF site where the point-to-point FTTH fibre infrastructure is terminated. For the sake of clarity it should be noticed that existing CO sites can also serve as termination point for the point-to-point fibre infrastructure.
Business Hours	From Monday to Friday, 08:00-12:00 and 13:00-17:00 CET, except on public, legal or usage holidays in Luxembourg.
Calendar	Time sheet defining for each Operator the maximum number of appointments per day agreed with EPT for FA activation/migration, it being specified that this Calendar shall be used by the Operator to exchange the End-User's appointments with EPT.
CO	Central Office location.
Co-Location	The provision by EPT of physical space and technical facilities necessary to reasonably accommodate and connect the relevant equipment of an Operator, either in a CO or an Area POP.
Co-Location Equipment Room	Physical space in EPT's site dedicated for Co-Location purposes in CO sites.
Co-Location Space	Specific physical space(s) reserved by EPT in a given Co-Location Equipment Room or in an Area-POP for a given Operator according to the needs expressly specified by the latter.
Commencement Date	Forecasting term for a date when e.g. a Service will start.
Confidential Information	Information that shall not be shared, in whole or in part, with third parties other than EPT and the relevant Operator, including in particular financial information, technical data, discoveries, know-how, techniques, designs, sketches, photographs, plans, drawings, blueprints, diagrams, specifications, marketing plans, studies, results, goals, sales figures, or other business information as well as any combination thereof.
Disclosing Party	The party in a FA Agreement handing over Confidential Information.
End-User	Any natural or legal person with whom EPT or Operator(s) has entered into an agreement for the provision of publicly available telecommunication services.
EPT	Entreprise des Postes et des Télécommunications, an autonomous " <i>Etablissement public</i> " created by the " <i>Loi du 10 août 1992 portant création de l'Entreprise des Postes et Télécommunications</i> ".
EPT FCP	The Fault Contact Point provided by EPT to the relevant End-User and the Operator for addressing Fault Reports.

EPT Infrastructure	The civil infrastructure of EPT's network used in relation to of for the purpose of electronic communications, including ducts, splicing chambers, manholes, street cabinets, Co-Location Equipment Rooms, etc.
EPT's Website	EPT's interconnect Web site at: http://www.pt.lu
ETS	European Telecommunication Standards.
FA	Fibre Access – Access to the fibre segment between the ODF and the FO-NTP of EPT's point-to-point FTTH infrastructure.
FA Agreement	The agreement between EPT and the concerned Operator, including the schedules and – if relevant – amendments thereto, covering FA Services and which will be executed for the purpose of and in compliance with this FAO, which shall be an integral part thereof.
FAO	Fibre Access Offer
FA Services	Fibre Access services.
FCP	Fault Contact Point.
Fault Report	As the case may be, either written report sent by Operator to EPT in case of faults discovered within the Local Loop Unbundling (FA) service or fault notification made per telephone to EPT by the End-User in case of faults discovered within the Low Bandwidth Service in the context of Shared Local Loop Service (SLLS).
FO-NTP	The termination point of the fibre optic section at the relevant End-User's premises at which point the EPT's access network ends.
Forecast	The process of Operator's forecasting future demands of FA services
FTTH	Fibre to the Home
ILR - Institut Luxembourgeois de Régulation	The national regulatory authority in Luxembourg.
Incident Ticket	The written confirmation notice to be sent by EPT to Operator's FCP (i) upon opening of an incident ticket after receipt of a valid Fault Report communicated by the Operator to relevant EPT FCP and specifying EPT's reference number of the concerned incident ticket ("Incident Ticket Opening") and afterwards (ii) upon closing of the relating incident ticket, either after remedy of the concerned fault or after closure of the Fault Report for any other valid reason ("Incident Ticket Closing").
MDU	Multi Dwelling Unit (Apartment blocks).
NTP	Network Termination Point - The termination point at the relevant End-User's premises at which point EPT's Access network ends.
ODF	Optical Distribution Frame.
ODF Site	Termination Point of the fibre section at the relevant EPT site of the fibre optic point-to-point infrastructure, either in an Area POP

	or a CO.
OHDF	Optical Hand Over Frame – termination panels provided and installed by EPT in Operators rack to terminate the fibre tie cables in the context of FA Services.
Operator	Any legal or natural person exploiting telecommunications networks and/or providing telecommunications services in Luxembourg.
Operator Access Point	The physical interface within the Other Alternative Operator's System at which the Interconnection Services can be obtained.
Operator FCP	The Fault Contact Point provided by the Operator for the relevant End-User and EPT.
Party	As the case may be, either EPT or the Operator with which a FA Agreement for the provisioning of FA Service by EPT is (being) concluded.
Parties	EPT and the Operator with which a FA Agreement is (being) concluded.
RCO - Reference Co-Location Offer	The applicable EPT's reference offer for Co-Location services in force.
Ready for Service Date	Date at which a given FA Service should be ready for commercial launch.
Receiving Party	The Party in an agreement receiving Confidential Information.
RFS	Ready for Service.
Schedule(s)	The schedule(s) attached to this FAO, as listed in its table of contents
SLA- Service Level Agreement	The standard SLA offered by EPT for the FA Services under this FAO
Short Term Forecast	Forecast covering next coming 1 – 6 months as of the date of its issuance.
Site	Physical building housing telecom equipment.
SPOC	The Single Point Of Contact provided by either Party to the other for the purpose and within the frame of the FA Agreement and related FA Services.

3 The FAO Principles

3.1 Service Description

3.1.1 The FA Services shall:

- (i) be provided by EPT to an Operator in accordance with the terms and conditions of this FAO;
- (ii) consist of the following services:
 - Provisioning by EPT to an Operator of a FA to enable the Operator to provide electronic communications service(s) to End-Users, or
 - Transfer of an existing FA from one Operator to another Operator whereas the Operator may also be EPT. The FA is only to be used for the delivery by the relevant Operator to End-Users of electronic communication services, which are compliant with the specifications as referred to in the relevant Schedules; and
- (iii) only be provided in conjunction with the EPT's Co-Location Service for FA Services as defined in the applicable RCO and/or APCO.
- (iv) only be used for the delivery of electronic communication services delivered with equipment which is compliant with the specifications as described in 3.2.2.

3.1.2 The EPT FA Services shall only be provided on a line where:

- (i) A FO-NTP exists and is in service in the relevant End-User's premises, or where a FO-NTP doesn't exist but is technically possible and the physical address is located in a zone covered already by EPT's point-to-point FTTH infrastructure. In this case, the "demande de raccordement souterrain" may be transmitted to the EPT by the Operator, on behalf of the mutual client, following the terms of schedule 8.
- (ii) The Operator has ordered the required tie cables in case the ODF site is a CO with a dedicated Co-Location Equipment Room or in an Area POP type B), and
- (iii) as regards to the transfer of an existing FA from EPT or an Operator to an

other Operator or EPT, the concerned End-User has prior requested that the contract(s) for the existing End-User service(s) in force at that time between the said End-User and the initial Operator or EPT to be terminated, all this in accordance with the respective applicable terms and conditions. For this purpose, the concerned End-User may empower in writing the concerned Operator or EPT for cancelling on the End-User's behalf all existing telecommunication services provided by the initial Operator or EPT to the End-User and carried by the existing FA to be transferred. It being specified that in such case the Operator will be responsible for evidencing upon first request its valid empowerment, if required by the initial Operator.

3.2 Responsibilities

3.2.1 EPT's responsibilities

EPT shall be responsible for:

- (i) The point-to-point FTTH access network used to provide the FA Services,
- (ii) Connecting or disconnecting individual access lines in response to Operator confirmed orders submitted to EPT in accordance with Schedule 4 - Planning and Operation
- (iii) Connecting or disconnecting fibre optic tie cables in case the ODF is situated in a CO with a dedicated Co-Location room or in an Area POP type B).
- (iv) Providing billing information, as specified hereafter in article 3.10 – Financial Conditions,
- (v) Informing the Operator on system alteration to be made in the network and having a potential effect on the services offered by the Operator,

all these subject to the terms and conditions of as well as to the extend of this FAO.

EPT shall not be responsible for:

- (i) Expanding, modifying or conditioning in any way EPT's access network (or part of it) to provide FA Services and EPT shall in no case be obliged thereto, unless where a FO-NTP doesn't exist but is technically possible and the physical address is located in a zone covered already by EPT's point-to-point

FTTH infrastructure. In this case, the “demande de raccordement souterrain” may be transmitted to the EPT by the Operator, on behalf of the mutual client, following the terms of “Schedule 8 – How to transmit the “Demande de raccordement souterrain” to the EPT by the Operator, on behalf of the End-User” and only to the strict extend as specifically needed.

- (ii) The performance and follow-up of any service that the Operator operates on a line and provided as part of the FA Services, as long as EPT does not alter its network in such a way that could have a negative impact on the quality of service on a line and as guaranteed as part of the FA Services.

3.2.2 Operator Responsibilities

The Operator shall be responsible for:

- (i) Ordering or terminating, as the case may be, a line in accordance with Schedule 5 - Ordering and Provisioning Procedure.
- (ii) Using exclusively telecommunications terminal equipment compliant to "*Règlement grand-ducal du 4 février 2000 concernant les équipements hertziens et les équipements terminaux de télécommunications et la reconnaissance mutuelle de leur conformité*"
- (iii) Ensuring that all its staff and subcontractors intervening in relation to FA Services or this FAO have the relevant experience and be appropriately skilled and trained to properly and timely comply with the terms and conditions of this FAO.
- (iv) Conducting appropriate fault testing and producing associated Fault Reports to evidence faults in the EPT's network in accordance with Schedule 4 - Planning and Operation.
- (v) Informing the relevant End-User about all technical modifications required on his/her existing installation and the service impacts that might occur.
- (vi) Properly informing EPT for the purpose of and in relation to the FA Services and this FAO.
- (vii) Cooperate with EPT's reasonable requests for and/or in relation to the provisioning of the FA Services.

3.3 EPT's General Power

3.3.1 Occasionally, EPT, acting reasonably, may suspend services as described in this

FAO for any of the following reasons:

- (i) if required by a national or international authority duly authorised and empowered to do so, or
- (ii) for the purpose of repair, maintenance and/or improvement of any of EPT's telecommunication systems.

3.3.2 Wherever possible, EPT will give the Operator reasonable written notice before performing any of the actions related to the above and EPT will do its best efforts to restore FA Services as soon as possible after the concerned temporary suspension. EPT shall give on the Operator's reasonable request a technical report after any incident having had a major impact on the Operator's services. This shall enable the Operator to clearly understand the source of the issue.

3.3.3 EPT shall have the right to disconnect the compliant equipment or any part of it without prior reference or notice to the Operator if at such time, in EPT's reasonable opinion it is exposing or could expose any person to any danger of death or injury. EPT shall give a written technical report after any such incident. This shall enable the Operator to clearly understand the source of the issue.

3.3.4 Without prejudice to the foregoing clause, EPT shall have the right to request the Operator to disconnect any compliant equipment or any part of it within a reasonable time period, if, at such time, in EPT's reasonable opinion, it is causing, suspected of causing or could cause damage to the ODF Site or EPT's telecommunications apparatus or any other property or may cause damage to health of staff, if such exposure or damage is or may be imminent. EPT will immediately notify the Operator of the circumstances in which such compliant equipment has to be disconnected. If the Operator has not disconnected the concerned equipment within a reasonable time period, EPT shall have the right to disconnect itself the concerned equipment after prior notification thereof to the Operator.

3.3.5 EPT shall not be liable to the Operator for any loss, damage or injury arising due to EPT's action in disconnecting the compliant equipment or for any interruption to the telecommunication service carried out by the Operator using the compliant equipment howsoever caused, except where the loss damage or injury is caused directly due to EPT's gross negligence.

3.3.6 In the event of a disconnection in accordance with the above, the Operator shall not reconnect the compliant equipment until the reasons for its disconnection have been fully remedied. In case the danger or threat referred to above is caused directly due to EPT's negligence, then EPT shall reimburse to the Operator the evidenced reasonable direct costs of reconnecting the compliant equipment.

3.4 Quality of Service – Service Level Agreement (SLA)

3.4.1 Generalities

EPT will provide the FA Services in case of a transfer of an existing FA Service, or in case of a new FA provided that a spare fibre is available between the FO-NTP at the End-User's building and the Operator's presence at the ODF Site in accordance with this FAO.

Within the frame of this FAO, EPT offers the following service level parameters for the FA Service. These parameters match in all cases the service levels granted by EPT to its retail End-Users for similar services, except otherwise agreed between parties.

It is specified, among other things, that:

(1) The provisioning time of an FA Service by EPT is within twenty (20) business days, where it concerns a building with an existing FO-NTP, except where the required provisioning works are of such importance that they need substantial works to be carried out (e.g. civil works). In the latter case, EPT will inform the Operator about the substantial works to be carried out and the foreseen provisioning time.

For the sake of clarity and avoiding misunderstandings, the "provisioning time" includes the time period needed for the survey and the time period for the delivery of service after a firm order. This means that the "provisioning time" begins at the moment when the Operator submits a survey request and ends when the FA service is delivered (= provided) and the order is closed after confirmation by EPT to the Operator, provided that EPT has issued a positive reply to the survey and that the Operator has done an effective order. Therefore, the period of time existing between the positive reply of EPT and the effective order of provisioning by the Operator, is not included in the term "provisioning time". If the Operator has not taken the first available appointment date in the booking manager system, the period between the first available appointment and the effective appointment taken by the Operator will not be considered as "provisioning time".

The provisioning time shall be handled through the appointment handling procedure as referred to in this FAO, but the provisioning time as listed here above is also to be followed, and EPT has to foresee the possibilities of appointments through the appointment handling procedure in accordance to this provisioning time.

For the above mentioned periods:

(a) the specified time period shall automatically stop in case the concerned provisioning requires an appointment with the End-User, while for reasons beyond EPT's control (e.g. End-User's absence or unavailability) such appointment could not be fixed in due time with the End-User.

If EPT's staff, for reasons beyond EPT's control (e.g. End-User's absence or unavailability), could not intervene in due time despite the appointment fixed with the End-User the Operator shall be informed regarding the "stop" of the specified time.

(b) the specified time period shall only restart as of the time at which the event(s) specified in point (a) have been duly remedied and EPT's staff could duly and timely intervene to perform provisioning of the FA Service. The "restart" of the specified time begins with a new appointment fixed in the online booking manager by EPT to the Operator, and is only effective after this reporting.

(2) Unless otherwise agreed, EPT will re-establish FA Service within five (5) business days maximum following the day at which a Fault Report has been validly submitted, except where the required clearance works are of such importance that they need substantial works to be carried out (e.g. civil works). In this case, EPT shall inform the Operator about the situation within a time frame of five (5) business days maximum following the day at which a Fault Report has been validly submitted. If during the repair works it occurs that the initially expected time for restoration cannot reasonably be maintained, EPT shall inform the Operator immediately hereof and specify the reasons thereof.

For the above mentioned periods:

(a) the specified time period shall stop in case the concerned fault clearance requires an appointment with the End-User, while for reasons beyond EPT's control (e.g. End-User's absence or unavailability) such appointment could not be fixed in due time with the End-User or if EPT's staff could not intervene in due time despite the appointment fixed with

the End-User. The "stop" of the specified time shall be reported by EPT to the Operator, and is only effective after this reporting.

(b) the specified time period shall only restart as of the time at which the event(s) specified in point (a) above have been duly remedied and EPT's staff could duly and timely intervene to clear the concerned fault. The "restart" of the specified time begins with a new appointment fixed in the online booking manager by EPT to the Operator, and is only effective after this reporting.

(3) If EPT fails to provision or to re-establish one or several FA Service(s) within the above mentioned time period while either the installation time, or the concerned fault clearance and/or the restoration delay are within EPT's sole responsibility, the Operator shall be granted upon written request with a financial indemnity equivalent to a one month fixed fee of the concerned FA Service(s).

The above indemnity shall not apply in case:

(a) of a Force Majeure event (where the reasonable proof of these event has to be given by EPT); or

(b) the Operator claims for the above-mentioned financial indemnity later than sixty (60) calendar days as from the day after which the warranted provisioning or restoration time elapsed; or

(c) (in the case of provisioning failing only) of the requests which are significantly (by 10 %,) in excess of the number of monthly by EPT realized requests of the Operator calculated from an average of the three previous months; or

(d) EPT has been prevented in whole or in part to intervene in due time to comply with the warranted provisioning or restoration time, notably due to the Operator's and/or the concerned End-Users act or omission (where the reasonable proof of such prevention has to be given by EPT).

(4) Fault clearance outside Business Hours or with priority handling is possible for exceptional cases, provided the Operator has prior accepted, for each relevant exceptional case, the respective fees set out in points 4.4 of Schedule 4 and 6.4 of

Schedule 6 attached to this FAO. In such case, the terms and conditions of the Standard SLA shall not apply, while, according to the event concerned, the Parties will agree upon a reasonable time schedule applicable to such provisioning or fault clearance. The procedure to provide as well as EPT's contact point information are described in Schedule 4 - Planning and Operation,

3.5 System protection

Each Party is responsible for the safe operation of its respective system and shall take all reasonable and necessary steps and measures in its operation, implementation and maintenance to ensure that its system does not:

- (i) Endanger the safety or health of employees, contractors, agents or End-Users of the other Party.
- (ii) Damage, interfere with or cause any deterioration in the operation of the other Party's system or a third party operator's system.

3.6 Configuration and technical constraints

Access lines will be provided in accordance with the technical constraints specified in Schedule 3 - Technical specifications of EPT's point-to-point FTTH infrastructure. EPT shall not be liable for a shortage of access lines. EPT shall remedy shortage issues for Operators in the same way it does for its own customers. If an Operator has sound reasons to believe that it has not been treated in the same way as EPT's End-Users or other Operators, the Operator can require EPT to give further explanations in this respect. EPT shall reply in writing to the Operator within maximum ten (10) working days after the day of request by the Operator.

3.7 Scheduled System Alteration

3.7.1 Scheduled system alteration with major impact

When EPT wants to make a system alteration which may reasonably have a major impact on the proper provision of the FA Services under this FAO to one or several Operator(s), EPT shall notify the Operator as soon as the alteration is planned internally but in no case shall the notification be less than 3 months before the start of the said alterations, which shall specify the technical details of

the contemplated system alteration and the foreseen date of the said anticipated system alteration. With such a notification, EPT shall always provide to the Operator the complete information including, to the extent reasonably practicable, the potential impact thereof on the service(s) provided by the Operator to the End-Users. The 3 months notice is considered as a minimum delay. If the Operator provides objective, valid, written and reasonable arguments that the proposed changes involve major technical alterations on the Operator's side, the Operator can request EPT within five (5) working days after the day of EPT's notification to adapt the notice period in a way to reasonably allow the Operator to integrate the changes without severely affecting its service or quality. EPT will agree with the proposed period, unless it has objective, valid, written and reasonable arguments to decline the Operator's request. In the latter case, EPT will propose an alternative date to implement the Scheduled System Alteration.

3.7.2 Scheduled system alteration without major impact

When EPT wants to make a system alteration which may reasonably not have a major impact on the proper provision of the FA Services under this FAO to one or several Operator(s), it shall give to the concerned Operator(s) a prior notice having regards to the circumstances which shall in no case be less than seven (7) business days prior to the foreseen date of the said anticipated system alteration. Such notification shall specify the technical details of the contemplated system alteration, the foreseen date of the related works and the reasonably foreseeable impact of the said works on the FA Services provisioning.

3.8 Works or intervention due to a network failure or an emergency case

In case EPT has to intervene on its network further to a network failure or an emergency case, EPT will do its best efforts to limit the time of its intervention having a possible impact on the provisioning of the FA Services to the reasonable minimum time having regards to the circumstances. In any case, EPT will inform the Operators of such an intervention as soon as reasonably possible, while the restoration of the service provisioning on the network shall be the priority.

The Operator will be treated in the same way as EPT's End Users and other Operators.

3.9 Coordination between the Parties

- 3.9.1 EPT puts into place an entity in order to manage the provisioning of FA Services in EPT's point-to-point FTTH infrastructure. This entity shall be the single point of contact for the Operator handling questions regarding the operational management of providing access to the fibres of EPT's point-to-point FTTH network. This entity shall be accessible during Business Hours.
- 3.9.2 The Operator undertakes to contact only the EPT single point of contact as specified here above and to provide its own single point of contact for the management of FA Services, including for questions regarding operational subjects.
- 3.9.3 The EPT's and concerned Operator's respective entity being the single points of contact in relation to this FAO and to the provision of the FA Service shall be specified in the concerned FA Agreement.

3.10 Financial conditions

3.10.1 Applicable tariffs and billing modalities

In compensation for FA Services provided by EPT under this FAO, the Operator shall pay the tariffs specified in Schedule 6 – Tariffs. Billing procedures are or, as the case may be, will be described in the FA Agreement between the concerned Operator and EPT.

3.10.2 Bank guarantee

The Operator shall, at EPT's request, provide for an irrevocable and unconditional bank guarantee on first demand issued in EPT's favour by a first rank EU financial institution for an amount of 50.000,- €. The guarantee shall be issued for a period at least equivalent to the duration of this FAO.

3.10.3 Reasonable doubts on an Operator's creditworthiness

When, and as long as serious and ascertained doubts exist regarding the creditworthiness or solvency an Operator's, EPT may without prejudice to previous arrangements require payment in advance.

3.11 Relations with end-Users and branding

3.11.1 End-Users

Without prejudice to the applicable legal and regulatory framework, EPT will not undertake customer handling/care of the Operator's End-Users.

3.11.2 Branding

The Parties agree not to offer any service under any brand, including any trademark, trade name or company name of the other Party unless the use of the brand(s) of the other Party is expressly agreed upon in writing between the Parties. Such use of the brand will then be strictly limited to the service at stake.

EPT is allowed to use, for all interventions in the context of this FAO, its normal vehicles and staff uniforms with all advertising on them as for its own products and services.

Neither the Operator nor EPT is allowed to attach any branding or advertising signs on each other's equipment and infrastructure, neither in the sites nor in the End-User's site.

4 Property rights

All relevant EPT Infrastructure used for the provisioning of FA Services to the Operator remains and shall remain the integral property of EPT.

With the cessation of FA Services by the Operator, whatever the reason, any usage rights of the Operator on that relevant EPT Infrastructure will automatically expire on the effective cessation date of the FA Services.

If an End-User terminates the telecommunication service(s) provided by the Operator by means of the FAO, the Operator shall submit a hand back order in a time frame of maximum one (1) month and according to the procedure defined in Schedule 5 - Ordering and Provisioning Procedure so that the FA may then be marked as available for re-use by any other Operator including EPT.

5 General terms and conditions

5.1 Confidentiality

- 5.1.1 A Receiving Party shall keep in the strictest confidence all Confidential Information, whichever may be the way or support of its transmission (e.g. in writing, via e-mail or orally) and will not disclose such information to any third party unless the Disclosing Party expressly prior agrees in writing to the release or disclosure of that specific Confidential Information to the said third party. A Receiving Party shall exercise at least the same security level and degree of care than that Party applies to protect its own Confidential Information of an equivalent nature, and in no case less than reasonable care.
- 5.1.2 Confidential Information shall be used by the Receiving Party solely for the purposes for which it was disclosed.
- 5.1.3 The Operator has to inform the End-User that his/her personal data is being transferred to EPT, as specified and/or required by the national data protection legislation.

5.2 Force Majeure

- 5.2.1 Neither Party shall be liable for any breach of a FA Agreement or delay in the implementation of any of its obligations under a FA Agreement caused by a Force Majeure event, i.e. an unforeseeable and irresistible event beyond the Parties' reasonable control and which prevents the performance by the affected Party of its obligations under the FA Agreement and/or this FAO.
- 5.2.2 For the sake of clarity, the following events shall be construed as being a Force Majeure event, without this list being exhaustive: irresistible and unforeseeable natural phenomena (such as floods, hurricane, lightning,...), war(s), invasion(s), revolution(s), riot(s), governmental act(s), general strike(s) or similar event(s), epidemic(s), major machinery and/or equipment breach, civil works and/or third party's (parties') intervention damaging in whole or in part EPT's network and/or equipment and impacting and/or interrupting any part of the FA Services and/or related provisioning.
- 5.2.3 The Party affected by a Force Majeure event shall promptly notify the other upon

- occurrence thereof of the estimated extent and duration of such inability to perform its obligations and do its reasonable efforts to mitigate the detrimental consequences of the said Force Majeure event.
- 5.2.4 As soon as reasonably practicable after cessation of the said Force Majeure event, the concerned Party shall notify the other thereof and deliveries under and/or performance of a FA Agreement shall be resumed without undue delay.
- 5.2.5 If, as a result of a Force Majeure event, the performance by either Party of its obligations under a FA Agreement is only partially affected, such Party shall nevertheless remain liable for the performance of those obligations not affected by the said Force Majeure event.
- 5.2.6 To the extent that a Party is prevented, as a result of Force Majeure event, from providing all or part of the services or facilities to be provided under a FA Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities.

5.3 Limitation of Liability

- 5.3.1 Neither Party undertakes any liability for the acts or omissions of a third party provider of telecommunications services.
- 5.3.2 Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence or liability.
- 5.3.3 Neither Party will be liable to the other for any claims, proceedings or actions brought or made against that Party by an End-User of services provided by that Party.
- 5.3.4 Neither Party shall be liable to the other in contract, tort (including gross negligence or breach of statutory duty) or otherwise for indirect or consequential damage or any other losses of profit whatsoever arising in connection with the execution and/or implementation of a FA Agreement, howsoever caused.

6 Procedure for reaching a FA Agreement

FA Agreements will be negotiated and entered into, based on the standard terms and conditions, pursuant to and in compliance with the applicable legislation.

These standard terms and conditions will be made available after signature of a non-disclosure agreement.

Requests for entering into a FA Agreement with EPT under this FAO must be made in writing and per registered mail to the following address:

Entreprise des Postes et Télécommunications

Direction Générale

L-2020 Luxembourg

Tel: +352 47 65 1

Fax: +352 47 51 10

7 Schedules 1 to 8

Schedule 1 - Service Description - FA

1.1 General description

The Fibre Access (FA) means a single monomode fibre between EPT's Optical Distribution Frame (ODF) at EPT's Central Office or EPT's Area POP and the Fibre Optical Network Termination Point (FO-NTP), at which point the EPT's access network ends. At the EPT's ODF Site, the optical fibres are terminated at the ODFs. The Operator's access to the optical fibres will be established by connecting the ODF to Operator's equipment in its rack or a termination panel in case tie cables have to be installed.

The Operator shall gain access to an end-to-end optical fibre in the EPT's point-to-point FTTH access network. It is further required that the optical circuit is existing and can be provided without new construction of physical optical cables or splicing in the network.

The construction of new optical circuits is outside the scope of this FAO and shall be subject to commercial negotiations, but a new FO-NTP can be asked by the Operator (on behalf of the end-user) and shall be provided by EPT, under this FAO, if technically feasible and if the physical address is located in a zone covered already by EPT's point-to-point FTTH infrastructure (see 3.1.2).

1.2 Network Termination Points

- 1.2.1 The FA Service covers a single monomode fibre circuit, starting from the ODF at the Local Exchange and terminating to the FO-NTP at the End-User's site.
- 1.2.2 The type of FO-NTP depends on the End-User's site:
In Multi-End-Users' apartment buildings, the FO-NTP is the cross-connectable distribution box in the building where the fibre optic outdoor cable ends.
In one-family houses, the FO-NTP is the first distribution box inside the End-User's house where the fibre optic outdoor cable ends.
- 1.2.3 The End-User has full responsibility for installation, repair and necessary extensions of the in-house cabling system to the different telephone plugs. Therefore the in-house cabling is private propriety. If EPT has, in multi-end-users buildings, installed and connected on its behalf the different apartments to the FO-NTP with fibre in-house cables, the Operator shall pay per fibre a monthly rental charge to use this in-house cabling. This does not cover modifications, extensions and repairs. This same monthly rental is also applicable to EPT in case it uses a fibre on an in-house cabling that has been installed by the Operator at its own costs.
- It has to be stressed that EPT's responsibility ends at the FO-NTP. No action or measurements will be done by EPT on the in-house cabling neither in case of the installation of a new line nor in case of faults clearance.

1.3 Boundary Conditions and Prerequisites

- 1.3.1 Co-Location is a prerequisite for the implementation of these FA Services. Provisioning and maintenance of Co-Location Services will be offered by EPT to the Operator as specified in the applicable RCO and/or APCO.
- 1.3.2 The Operator undertakes to receive from the End-User a signed request for each telecommunications service to be provided on a FA prior to order a FA Service.

In case of inconsistency, doubt, audit complaint or dispute with the End-User, EPT may ask to receive a copy of the above-mentioned request, while the Operator shall keep and archive the said request for the minimum time period specified by applicable Luxembourg laws.

- 1.3.3 EPT shall not support customer handling/care services for the Operator's End-Users. Requests from Operator's End-Users due to inadequate handling of those requests by the said Operator shall be dismissed by EPT, unless otherwise expressly agreed between the Parties.

1.4 Provisioning and Cessation

The "Schedule 5 - Ordering and Provisioning Procedure" describes the procedures applicable to FA provisioning and FA cessation. "Schedule 2 - Service Description – Patches and Tie Cables." describes the procedures applicable to Tie cables and Patches.

Schedule 2 - Service Description – Patches and Tie Cables.

2.1 Patches in Area POPs type A)

In case the ODF is located on an Area POP type A), the connection between the ODF and the Operator's equipment rack is done by one fibre patch per ordered FA Service. This patch is provided by the Operator and has the following characteristics:

- The colour of the outer jacket is not yellow,
- One end is terminated with an SC-APC 9° connector to connect to the ODF and
- The other end has a connector that fits the Operators equipment.

The different patch cord lengths that are needed will be communicated by EPT to the Operator. The fibre patch will be installed and measured by EPT in presence of the Operator as described in Schedule 7.3.1.4. The marking on the patch cord shall be done by EPT on site and shall contain the ODF number and the FA service number.

The rack in the POP is installed by EPT and the Operator pays a monthly rental for the use of it.

For all practical details please refer to the document: "Area POP Co-location Offer".

2.2 Tie Cables and Patches in CO with dedicated Co-Location Room and Area POPs type B)

2.2.1 Description

In case the ODF is located in a CO with dedicated Co-location Room or a type B) Area POP, the fibres of the local P2P fibre network are terminated at the ODF. The Operator's access to the P2P fibres will be established with fibre tie cables from the ODF in the CO to the Operator's rack installed in the Co-Location area of that same EPT Site or to the outside shelter in case of type B) Area POPs.

The Operator will order the internal tie cables prior to the request of FA terminated at this site. If, at a certain point in time, no more free fibres are available in the internal tie cables, the specific orders for FA will be rejected.

The fibre tie cables will be supplied in increments of 24 fibres or 48 fibres.

All installations shall be done by EPT or by EPT's subcontractors. The routing of the fibre tie cables shall be at EPT's sole discretion based on engineering rules.

The fibre tie cable will have, associated with it, termination panels provided and installed by EPT in the ODF as well as in the Operators rack: OHDF- Optical Hand Over Frame. The rack has to be provided by the Operator and must allow the installation of the pre-mentioned 19 inch OHDF with 24 SC-APC 9° connections on 1 height unit. The marking and testing of the tie cable shall be done by EPT. To install the termination panels, the Operator shall grant EPT access to his rack. The patch between OHDF and the Operator's equipment is the sole responsibility of the Operator.

2.3 Boundary conditions and prerequisites

Co-Location is a prerequisite for the implementation of Tie Cables. As long as an Operator does not have approved Co-Location facilities, no order for fibre tie cables or patches can be executed.

EPT shall be responsible for the maintenance of the cable and termination panels in the ODF. The handover point shall be the termination panel in the OHDF at the Operators presence in the Co-location room.

The Operator shall be solely responsible for any loss, theft, destruction of, or damage to EPT's equipment in the accommodation housing the internal tie cable at the accommodation provided by the Operator, howsoever caused, occurring at any time while such EPT's equipment is so located.

For normal provisioning, EPT does not need to intervene on the OHDF termination panel. Therefore, the Operator is entitled to lock access to the OHDF.

In case of problems arising on the fibre tie cable, EPT may request the Operator to enable temporary access to a locked HDF at no expense for EPT.

2.4 Provisioning and Cessation

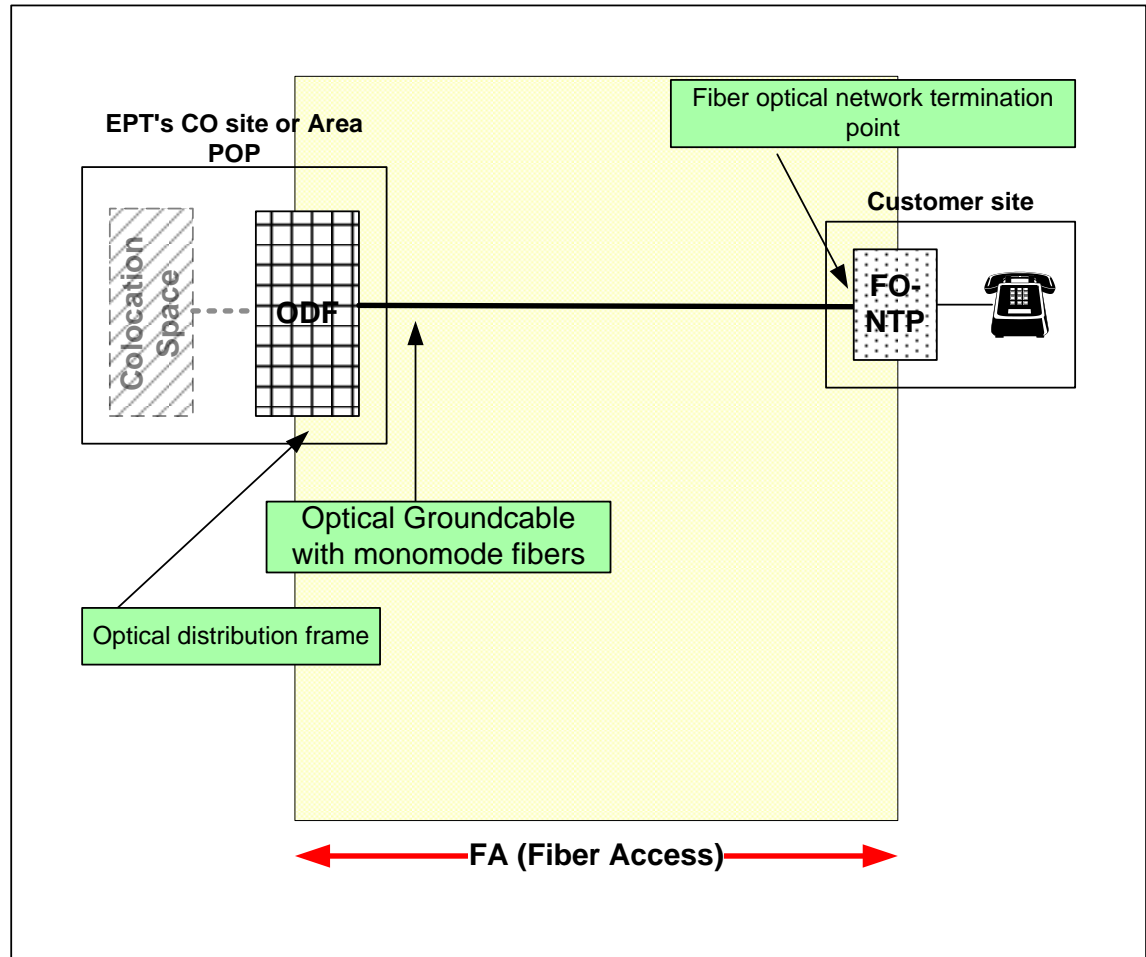
The procedure for fibre tie cable provisioning is described in Schedule 5 - Ordering and Provisioning Procedure.

Schedule 3 - Technical specifications of EPT's point-to-point FTTH infrastructure

3.1 Introduction

3.1.1 Network characteristics

3.1.1.1 Generalities



3.1.1.2 Fibre Cable Properties

The optical fibres used are monomode fibres 9/125 μm according to ITU-T G.652D or G.657A. The maximum attenuation is 0,34 dB/km at 1310nm and 0,21 dB/km at 1550nm. The fibres are terminated at the ODF and at the FO-NTP with tuned SC-APC 9° connectors.

Schedule 4 - Planning and Operation

4.1 Preliminary exchange of information

EPT will provide to the Operator as soon as reasonably practicable, but not later than T51 from the date of signature of the non disclosure agreement for the FA Services an internet access address and password to enable the Operator to view:

The location of ODF Sites,

A module to find for each postal address the fibre possibilities and the correspondent ODF Site,

The data is provided for the sole purpose of enabling the Operator to consider whether to request services from EPT pursuant to this offer.

4.2 Electronic Information exchange

The exchange of information shall be exclusively done by means of electronic messaging transfer of XML files via Web service in SOAP (Simple Object Access Protocol) format.

To be accepted, the structure of the files transmitted shall comply with EPT's specifications and reasonable instructions. For this purpose, a complete documentation describing the Web service / SOAP interface and the procedures for message exchange between an Operator and EPT in relation to FA Services will be published and timely updated as appropriate on the EPT's interconnect site.

Before the first data transmission can take place, the Operator has to perform transmission tests with EPT. A period of maximum T52 is foreseen between the Operator's declaration of its interest in FA Services and the first file to be accepted.

4.3 Forecasting

Providing new FA Service to Operators is a very labour intensive activity. The volume of activity depends mainly of the commercial activity of the different Operators without any direct influence of EPT. To allow proper planning of EPT's production capacity and of its work force allocation as well as to respond to the demand within the indicated time limits and to avoid bottlenecks, an accurate forecasting from the historical data of the systems used by EPT and in some cases from concerned Operators of the required provisioning is essential.

- 4.3.1 To dimension its work staff, EPT will use a rolling forecast based on the orders received via the online booking manager system during the last 3 months period. No committed forecasts have to be provided by the Operator or EPT retail. EPT will respect the installation time as specified in chapter 3.4.2 if the deviation of the before mentioned rolling forecast in less than 10%.
- 4.3.2 In case an Operator foresees a substantial increase of FA orders, EPT will do every possible effort to respect the installation time as specified in chapter 3.4.2 by increasing the necessary workforce as far as the Operator informs EPT by electronic mail hereof at least 3 months in advance.

- 4.3.3 During the first 6 months after an Operator has signed the FA agreement it will not be possible to use rolling forecasts. During this phase EPT will accept up to 20 FA orders per month per Operator.

In case an Operator foresees a higher number of FA orders during this initial phase, EPT will do every possible effort to respect the installation time as specified in chapter 3.4.2 by increasing the necessary workforce as far as the Operator provides forecasts hereof by mail to EPT at least 2 months in advance. If, in this case the order volume is lower than 80% of the Operator's Forecast, EPT will charge the Operator for the not ordered services below 80% of the Forecast half the installation charge as defined in Schedule 6 – Tariffs.

4.4 Fault Reporting and Repair

4.4.1 Generalities

Prior to submit a Fault Report, the Operator shall have to ensure that a genuine fault exists and that every effort has been made in advance to check that the fault resides within EPT's area of responsibility.

4.4.1.1 EPT FCP and Operator FCP

The Operator shall send a Fault Report to EPT FCP at the following email address:

BO_ACC_DER@ept.lu.

Upon receipt of a valid Fault Report compliant to the minimum terms set forth in point 4.4.2.1 below, as applicable, EPT shall send an e-mail to the Operator to inform it first of the Incident Ticket Opening and last of the Incident Ticket Closing.

To do so, the Operator shall provide EPT with an e-mail address for the exchange of such notification messages.

All related phone calls should be directed via the EPT FCP: +352 4991 5868.

Operator's Fault Reports may be addressed to EPT 24/7.

To be valid, a Fault Report shall contain the minimum information and data requested in the below paragraphs according to the FA Services concerned.

4.4.1.2 Fault clearance interventions

Fault clearance will be performed during Business Hours.

Special conditions and tariffs apply for fault clearance outside Business Hours.

Fault clearance interventions are billed by EPT to the Operator as defined in Schedule 6 – Tariffs.

Fault reporting and repair have to be performed and achieved in compliance with the specific terms, conditions and time schedules specified per type of service in the related paragraphs below.

Upon receipt of a valid Fault Report, EPT will confirm the due receipt thereof and the starting of EPT's fault clearance intervention in relation thereto by sending an Incident Ticket Opening to the Operator.

For the avoidance of doubt:

- (i) only Fault Reports confirmed by an Incident Ticket Opening will be treated; and
- (ii) the time computation relating to EPT's SLA shall start to count as of the date and time of the Incident Ticket Opening and end at the date and time of the related Incident Ticket Closing as specified in detail in chapter 3.4.

4.4.1.3 Wrongful repair request

A wrongful Fault Report occurs when EPT has done all necessary measurements on the line and test results prove that the quality of the service concerned by the Fault Report is not the cause of service interruption or service degradation.

In case the reported fault does not lie within the scope of EPT's responsibility for the concerned part(s) of the FA Services under this FAO or in case of a wrongful Fault Report, all the costs related to works and travelling already performed by EPT in relation to such Fault Report will be charged to the Operator.

4.4.2 Fault reporting and repair for FA

4.4.2.1 Fault reporting to EPT by the Operator

Fault Reports affecting the FA Service will be exchanged between the Operator FCP and the EPT FCP.

The Operator shall provide sufficient information with each Fault Report to allow the diagnosis of the reported fault and to enable the progression of the fault until resolution. Therefore, all Fault Reports should be done using a predefined fault report form that can be downloaded from EPT's Website "www.pt.lu", and fulfil all items referred to in the said form.

Fault Reports are nevertheless also accepted via simple e-mail containing at least the following data:

1. EPT's reference number of the disturbed FA Services;
2. Contact point and phone number of the concerned End-User;
3. Full address of the concerned End-User;

4. Operator's contact point (including phone and fax numbers as well as e-mail address) for the given Fault Report and related fault clearance;
5. Precise description of the reported fault;
6. Date and description of the intervention of the Operator's technician.

The Operator may pass any additional information it considers relevant to the Fault Report while EPT shall not be obliged to use such additional information, whichever may be the reason.

Upon receipt of a valid Fault Report, EPT will send an Incident Ticket Opening to the Operator as well as afterwards the Incident Ticket Closing. This automatically sent notification messages are triggered by the EPT's reference number of the line. If this field is not indicated in the Operator's Fault Report, no Incident Ticket will be sent to the Operator, while the concerned Fault Report will be deemed as invalid.

4.4.2.2 Fault reporting to EPT by the End-User

The Operator has to inform the End-User about the Operator's responsibility and timely communicate the Operator FCP to the End-User in order to prevent any abuse of EPT's support services.

EPT will not accept any Fault Report from the Operator's End-Users. EPT has no obligation to report to the Operator a fault that an End-User would have directly reported to EPT.

4.4.2.3 EPT and Operator liabilities for the fault clearance

To complete fault clearance, EPT is authorized to disconnect temporarily the FA service. This interruption will be strictly limited to the time required to clear the fault.

Any Operator's refusal to timely comply with such request will prevent EPT from verifying the concerned FA Services and the related Fault Report will be deemed as being wrongful. Both parties shall co-operate in good faith to find suitable timings.

If the Operator's Fault Report received by EPT is valid and contains all minimum information requested, EPT will issue an Incident Ticket Opening and starts fault localization and fault clearance process during normal working hours. Upon detection of a fault on the FA Service, EPT will use all reasonable endeavours to repair the fault as soon as reasonably practicable.

As specified in Clause 3.4.1 (i) of this FAO, the fault clearance is to be achieved within T40. The applicable tariffs are specified Schedule 6 – Tariffs.

The Operator shall cooperate with EPT's reasonable requests in an effort to locate and if possible resolve any fault. EPT reserves the right to contact and make an appointment with the Operator's End-User for repair of the FA Service. In case where contact with the End-User is necessary for repair and the Operator failed to give this information, the related Fault Report will be rejected and be

deemed as wrongful.

When EPT has sufficient technical proof that the fault has been cleared an Incident Ticket Closing will be sent to the Operator. The Operator may challenge the closing of ticket within 4 working hours. EPT may give the ticket a different status within its systems. Except if the Operator rejects the concerned Incident Ticket Closing within four (4) working hours after receipt, the Incident Ticket and the related Fault Report will be closed automatically by EPT.

Any closing ticket of EPT will contain detailed information on the fault and the resolution.

If the Operator rejects the Incident Ticket Closing as specified above, it shall specifically provide the following information:

The reason why the Operator reasonably believes that the circuit is unsuitable for use as a FA Service,

Whether or not the Operator believes that the FA Service is within the agreed specifications,

All additional information that the Operator reasonably considers suitable to assist in understanding and diagnosing any underlying fault in the FA Service.

The Operator must cooperate with EPT to carry out further tests, even on Operator's equipment when reasonably requested to do so. EPT may carry out additional works upon the Operator's request and approval, while the costs thereof shall be invoiced to the Operator, only in case of a wrongful repair request.

Both Parties recognize and acknowledge that the fault repair time will commence when EPT issues the Incident Ticket Opening and will end when the Incident Ticket Closing is not rejected by the Operator.

4.4.2.4 End-Users' liabilities

The Operator shall insure that the concerned End-User(s) will timely grant EPT's field-force access to the FO-NTP within his/her premises as often as this is necessary for the clearance of the concerned fault. In case of any problems, EPT will report this to the Operator, who will have to contact forthwith the End-User and take the necessary arrangements to grant access to EPT.

In case the End-User is absent during EPT's workforce visit, EPT will drop a card in the mailbox requesting the End-User to contact EPT's helpdesk to convene an appointment. In such case, the normal intervention periods cannot be respected and the intervention time computation shall be automatically suspended until the End-User contacts EPT's helpdesk and an arrangement has been achieved for a new visit.

Schedule 5 - Ordering and Provisioning Procedure

5.1 Appointment handling

The following appointment handling procedure is valid for and applicable to the provision of FA Services. For the provision of the FA Services, timely and suitable coordination between EPT, the Operator and the Operator's concerned End-User is required in order to fulfil and achieve the installation of the FA Services.

Each Operator shall take an active part in the EPT's booking manager system. This Web based application enables the online reservation of available appointment dates for FA Services. Complete up to date user documentation shall be available on the website of EPT.

EPT shall define with the Operator applicable time frames and time allocation rules while the time usually needed for installing FA Services as well as EPT's available labour forces shall be taken into consideration in this respect, in accordance with the terms of the applicable SLA as defined in chapter 3.4.

The Operator shall arrange an appointment directly with the concerned End-User for the provisioning of the FA Services and shall comply for this purpose with the Operator's available appointment range as specified with EPT, in accordance with the terms of the applicable SLA as defined in chapter 3.4

The Operator shall notify to EPT the details of the appointment agreed upon with the End-User and specify notably the agreed date and time at which EPT's staff shall access together with the Operator to the ODF Site and to the End-User's premises. Appointments must be notified by the Operator to EPT at least three (3) working days before the scheduled appointment date. In case the Operator's End-Customer does not respect the fixed appointment more than 3 times for a given installation, the order will be closed. A new order can be placed by the Operator after clarification of the situation with his End-Customer.

In case an appointment validly notified to EPT cannot be respected, the defaulting Party will inform the other Party without undue delay and the Parties shall further agree upon the next step thereof.

The cancellation of an appointment on behalf of the Operator must be notified to EPT at the latest the previous day of the agreed appointment before 4 p.m. In case EPT receives the cancellation of an appointment later than the above mentioned timeframe, EPT will charge the full connection charge for that type of service as defined in Schedule 6 – Tariffs.

In any case, both Parties shall do their best efforts to respect the notified appointments.

5.2 Provisioning of tie cable

5.2.1 General

Orders shall relate to Operator's dedicated equipment, which consists in tie cables and associated Operator's termination panels.

All installations shall be done by EPT directly or by EPT's subcontractors, as

appropriate.

Forecasts and ordering shall be done by the Operator per CO.

All Forecasts and firm orders shall be submitted by registered mail to the EPT's SPOC for FA Services.

Irrespective of the terms and conditions stated below, EPT reserves the right to reject any Forecasts for a given Local Exchange in case the volumes requested by the Operator for the concerned Local Exchange in the said Forecasts are not in line with reasonable market demands.

Each order for tie cables to be passed by the Operator for a given Co-Location Equipment Room shall cover a minimum capacity of 24 fibres while the maximum capacity that may be ordered in one time shall be limited to a reasonable short term forecast.

The Operator may order additional tie cable capacity when the net amount of available connections per internal tie cable type within a given Co-Location Equipment Room is equal or inferior to 24 fibres.

Subject to priory agreed Forecasts, EPT shall make reasonable endeavours to provide the ordered internal tie cables within T30 to the Operator.

5.2.2 Ordering Procedure

The Operator can order tie cabling through a firm order, which shall define and detail precisely per used ODF Site located in a CO with dedicated Co-location Room the required capacity (in steps of 24 fibres or 48 fibres) and specify the Ready for Service Date at which the Operator wants the said tie cabling to be ready. In any case, the effective Ready for Service Date of tie cabling shall not occur before T30 as from the firm order effective date. EPT shall confirm the receipt of every firm order and inform the Operator when the installation of the related tie cables and termination panels is completed.

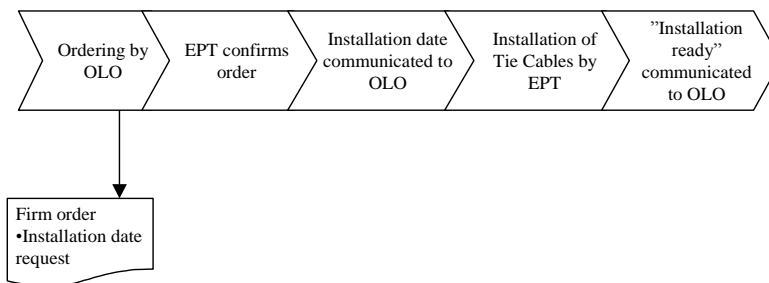


Figure 14: Overview of the ordering process of tie cables.

5.2.3 Term and billing

The minimum period of service for any tie cable shall be twelve (12) months as from its Ready for Service Date. If an Operator terminates service of a tie cable before the end of the said minimum period of service, the Operator shall pay to

EPT a sum equal to twenty percent (20%) of the rental charges applicable to such tie cable, being the rental charges applicable on the Ready for Service Date and calculated for the remaining period of its minimum term of service.

For each tie cable and associated products and services ordered by the Operator, the Operator shall pay to EPT monthly in advance the applicable connection and rental charges as specified in Schedule 6 – Tariffs.

5.3 Provisioning procedure of FA

5.3.1 Definition

The ordering procedure for FA Services covers the following tiered inter-Party activities:

The Operator's submission of a FA feasibility survey request and EPT's reply to that request either in a positive or in a negative way,

In case of a positive survey, the Operator can order the provisioning of the FA by specifying an appointment for that specific FA on the online booking manager system, while EPT shall confirm the date on which the FA line will be established by sending a time schedule message.

5.3.2 General considerations

EPT shall not accept any order for FA Service unless the following prerequisites have been fulfilled:

An individual FA Agreement has been signed between the Parties,

A Co-Location Floor Space (at Area POPs) or a Co-Location Equipment Room (at CO Sites) on the concerned ODF Site exists.

The installation of a tie cable has been completed in case the ODF Site is a CO with dedicated Co-Location Room.

The FA ordering process is Operator-controlled.

This means that:

End-Users shall contact directly the Operator they wish to purchase telecommunications services from,

Before signature of an order for an FA Service the Operator shall fully and precisely inform the End-User about the procedures and responsibilities in case of providing service to the End-User through FA Service and about the related impacts on his/her existing telecommunications services,

EPT shall not accept any orders for FA Services issued directly by an End-User,

Only the Operator shall communicate with EPT,

Submission of FA survey request shall only be accepted if made by automatic file transfer via Web service in SOAP format.

In case of doubt or of any claim raised by the End-User or by an Operator impacted thereby, the new Operator contracting service with the End-User shall provide upon first request and within T4 due evidence of the End-User's valid consent by submitting the original request-form signed by the End-User. Such documents shall be kept and archived by the Operator at least for the period specified by applicable Luxembourg law for contractual documents.

An Operator can submit a survey request for provisioning of FA Service in those local area networks where this Operator has contracted Co-Location Floor Space. To determine the relation between the End-User address to his/her serving ODF site, the Operator can refer to the EPT's Internet database dedicated to such inquiries.

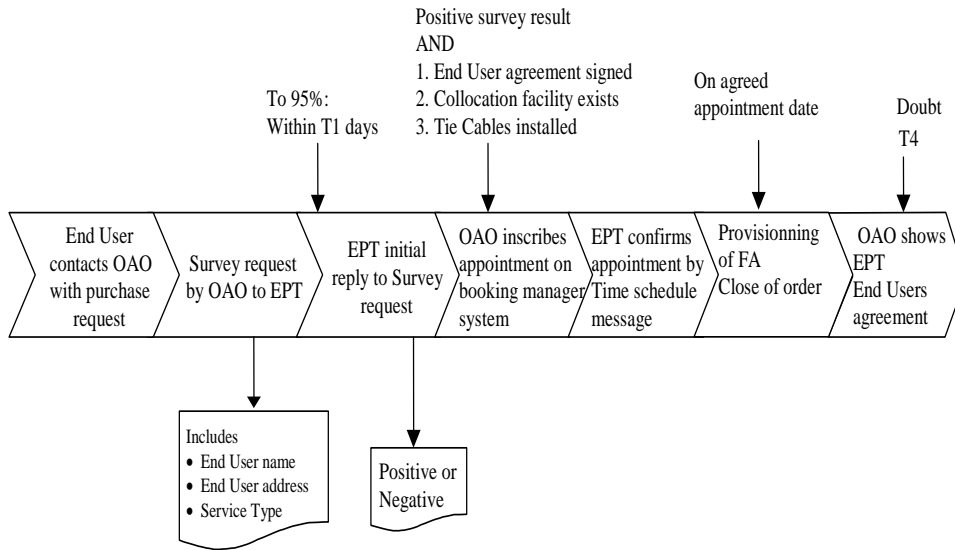


Figure 15: Ordering process for FA Service.

5.3.3 Submission of an FA survey request

The Operator shall submit a FA Survey Request of the provision type “New Line” to EPT

A submitted FA survey request shall contain at least the following information:

Operator’s Reference Number,

Full End-User's name,

End-User's exact installation address, including relevant floor and flat number indications

ODF number,

Provision Type: “New Line”,

EPT will respond to such survey request within the timescale defined in Schedule 7 Parameters by sending back either (i) a negative survey answer indicating the relevant reasons thereof, or (ii) a positive answer with the relevant technical information on the FA.

The following reasons will nevertheless lead to a negative survey answer:

Mandatory XML file information is missing or incorrect,

End-User’s installation address is not complete or can not be determined,

End-User's address is not connected to EPT’s point-to-point FTTH local network,

Address is not served by the indicated ODF,

Unallocated tie cable capacity is not available,

A complete up to date list of the reasons leading to a negative survey is published on the website of EPT, including the order of the analysis of the parameters of the survey.

EPT will endeavour to reply to ninety-five percent (95%) of the received survey requests within T1.

In case the key conditions of FA submission are met and essential information has been provided, EPT will handle all received valid survey requests in a non-discriminatory way based on the “first in - first served” principle and in the same manner it handles its own internal requests for FA.

While performing a survey for FA, EPT will reserve the involved elements of EPT Infrastructure for a period of T2, as defined in Schedule 7 - Parameter Schedule. If in the meantime no appointment date for the line activation has been received from the Operator for provisioning the allocated FA, the FA survey shall be cancelled and the reservation of the allocated EPT Infrastructure elements, as set forth here above, be automatically levied.

In case the survey performed by EPT results in:

a positive answer to a survey for FA Services, EPT will provide to the Operator a EPT service order number as well as the EPT's reference number of the line, enabling the Operator to book an available appointment for the installation at the online booking manager system within a period T2; or

a negative answer, no other action is taken by EPT as far as the EPT's search engine showed a spare FA route for a specific address. However, in case the search engine indicated that no fibre route is available, EPT shall charge amount applicable to the negative answer as specified in Schedule 6 – Tariffs

a positive answer and if the Operator does not place a FA provisioning order in due time, EPT shall charge the amount applicable to the cancellation of an order before activation as specified in Schedule 6 – Tariffs

The Operator shall not pay the survey charge in case of a positive answer followed by a firm provisioning order issued by the Operator and specifying an appointment date for the line.

5.3.4 Order for Provisioning of FA

After notification of a positive survey, the Operator shall coordinate forthwith an appointment date with the concerned End-User and formally reserves one of the free availabilities on the EPT's on-line booking manager system. After proper reservation of the appointment date, the concerned time slot shall no longer be available for other Operators. EPT shall validate the appointment and confirm the activation date by sending a XML message "FA Time Schedule" to the Operator.

The number of appointments available per calendar week for each Operator shall be periodically negotiated between EPT and the concerned Operator.

A maximum delay of three (3) months between the current date and the appointment date is allowed.

At the confirmed activation date, EPT and Operator will coordinate an appointment first in the concerned ODF location for the installation of an optical patch-cord, provided by the Operator, between EPT's ODF and Operator's equipment frame. If the concerned ODF site is a CO with dedicated Co-Location room, EPT installs a patch-cord in the ODF and the Operator installs a patch-cord in his equipment frame between the termination panel where the tie cable is connected and the equipment. An attenuation measurement between these 2 points will be done to check if the Operator equipment signal is present on the ODF. Then both parties will proceed to the customer premises for the installation of a hand-over point. The hand-over point will be an SC-APC 9° adaptor in the FO-NTP box. To connect his equipment to the customer's fibre, the Operator will provide an optical patch cord that has the following characteristics:

- the colour of the outer jacket is not yellow,
- one end is terminated with an SC-APC 9° connector to connect to the FO-NTP and
- the other end has a connector that fits the Operators equipment.

EPT will, in the presence of Operator's staff, proceed at the customer's premises to an attenuation measurement from the Operator equipment located at the Area POP or CO side, as the case may be, to the hand-over connector at the FO-NTP side. A test protocol will be established and signed by both parties.

The Operator shall be responsible for all the services deployed on this line as from the installation date onwards.

Should the installation or tests fail because of the Operator equipment or a

missing fibre patch cord to be provided by the OAO, EPT shall charge the amount applicable to the negative survey as specified in Schedule 6 – Tariffs

Should the requested FA installation fail for any of the below reasons, EPT shall inform the Operator by the electronic messaging system: Defect optical fibre in a section, Damaged cable within a section of the path for that FA, Incoherence in the allocation of tie cable connection points, Mismatch between FA survey request and FA provisioning order.

5.3.5 Connection of the in-house cabling at the End-User premises

EPT's FA service responsibility terminates at the FO-NTP hand-over connectors described in Schedule 1 - Service Description - FA. All eventually necessary in-house cabling as well in single family houses as in residential houses have to be realized under the responsibility of the Operator. It is not allowed to disconnect any equipment on the customer's premises until the customer has cancelled the services delivered by these equipments.

In single family houses, EPT will install an SC-APC 9° hand-over adaptor inside the FO-NTP to allow to the Operator to connect his equipment.

In multi dwelling buildings where an optical fibre in-house cabling exists, EPT will realize the connection between incoming optical fibre and the mounting in-house optical fibre at the central optical frame level of the residency. EPT will install at the customer's premises an SC-APC 9° hand-over connector allow to the Operator to connect his equipment. If EPT has installed and connected the fibre optic in-house cabling on its behalf, the Operator will pay to EPT a monthly rental fee like specified in Schedule 1 - Service Description - FA, chapter 1.2.3. The same fee will be paid by EPT in case EPT connects a customer where the fibre optic in-house cabling has been installed and connected by the Operator at his own costs. For this purpose, EPT will communicate to the Operator the buildings where it realized the fibre optic in-house cabling on its behalf, and vice versa. If the fibre optical in-house cabling has been installed by the owner of the building, no rental fee will be applied.

In multi dwelling buildings without any optical fibre in-house cabling, EPT will terminate the incoming optical fibre at the central optical frame level of the residency with an SC-APC 9° hand-over connector allowing the Operator to interconnect with EPT.

If the Operator decides to install itself the optical fibre in-house cabling of the multi dwelling building, it should connect all the apartments of the building, thus avoiding the blocking of the mounting in-house infrastructure only for the cabling of one sole customer.

In case the Operator wants to connect his equipment to an existing copper in-house cabling that is terminated in a multi dwelling unit NTP, the Operator shall install a copper cable from his equipment to the NTP, eventual RJ45 connectors to terminate in the NTP included. EPT will introduce the cable in the NTP box and connect it to the in-house copper cable leading to the customer's premises. These connection costs will be based on installation time.

5.4 Transfer of FA Service

5.4.1 Generalities

The receiver Operator can cancel the FA service of a donor Operator provided the End-User has prior requested such cancellation by formally signing the necessary authorisation form and confirming expressly that it has complied with all its contractual obligations vis-à-vis the donor Operator.

5.4.2 Transfer of FA service from a donor Operator to a receiver Operator

The receiver Operator shall submit a survey request to EPT, which shall handle

such request in line with this Schedule 5 - Ordering and Provisioning Procedure.

The subsequent combined order for FA transfer shall be handled in the following way:

Migration shall be done by EPT at the date and time validated on the EPT's on-line booking manager system,

Disconnection of the concerned FA Service optical patch-cord of the donor Operator by EPT. No presence of the donor Operator is needed. The patch-cord will be cut and removed. An optical patch cord between the ODF and the receiver Operator's equipment, that is provided by the Operator as described in Schedule 2 - Service Description – Patches and Tie Cables., Article 2.1, will be installed and tested. A test protocol in presence of receiver Operator's and EPT's installation staff will be signed by both parties.

As from the moment of successful migration activation onwards, the receiver Operator shall be responsible for all services deployed on this line.

For transfer of an active FA Service and where the existing number has to be ported to the receiver Operator, the standard procedure for number porting as defined by the working group in the document of May 2000, shall separately be complied with between the donor and the receiver Operator

In case of successful migration, the receiver Operator shall update the ILR database for fixed number portability services.

5.4.3 Transfer of FA from Operator to EPT

In case the receiver Operator is EPT, the following rules shall apply in addition to the provisions set forth in Article 5.4.2 above.

EPT shall inform the donor operator by mail or XML message at least three (3) working days before the effective transfer date,

On the indicated transfer date, EPT shall disconnect the concerned FA Service optical patch cord of the donor Operator. No presence of the donor Operator is needed. The patch-cord will be cut and removed,

As from the moment of successful migration activation onwards, EPT shall be responsible for all services deployed on this line.

For transfer of an active FA Service and where the existing number has to be ported to EPT, the standard procedure for number porting as defined by the working group in the document of May 2000, shall separately be complied with between the donor and EPT.

In case of successful migration, EPT shall update the ILR database for fixed number portability services.

5.5 Hand-back Procedure

In case an End-User terminates its services provided by the Operator through FA, this Operator shall inform EPT in accordance with the procedures and principles defined in point 4 "property rights" that the FA has become available for reallocation.

The Operator shall send this hand-back information by an electronic message.

To avoid any undue disconnections, the hand-back message shall contain at least the following mandatory information:

Operator's Cancellation Reference,

Old Operator's Reference,

Old EPT's Reference,

Tie-cable connection point number in case of ODF at CO with dedicated Co-Location Room,

Full End-User's name,

End-User's address,

Disconnection Due Date.

EPT shall confirm the hand-back message by a XML message "FA Cancelation" sent to the Operator within T9.

This allows the Operator to re-use an eventual "Tie-Cable Connection point number" from that time onwards (without any further delay managed by EPT).

At the date EPT receives all relevant and correct hand-back information, the rental billed to the Operator for this line shall be terminated. The applicable termination fee shall be charged on the last rental bill.

In case of incoherence of the submitted mandatory hand-back information after validation in the EPT's database, this stated incoherence will be indicated in a reply message to the Operator.

The FA shall not be disconnected until the incoherence has been duly clarified with both Parties' best endeavours. The rental of the FA billed to the Operator shall continue until the FA can finally be effectively disconnected.

5.6 Cancellation of an order before activation

If an Operator wants to abandon its request for FA Service after submission of a formal order by the electronic messaging system, it shall send a cessation order by e-mail to EPT, which shall specify at least the following information:

FA number,

Tie cable connection point number, in case of ODF at CO with dedicated Co-Location Room,

Full End-User's name,

End-User's address.

If the date of receipt of the order cancellation by EPT is more than T5 ahead to the agreed appointment date with the End-User, EPT will cancel the order and the Operator shall pay the FA charge for order cancellation before activation as well as the related survey charge, as defined in Schedule 6 – Tariffs.

In case EPT receives the cessation order less than T5 before the agreed appointment date with the End-User, EPT will cancel the order and charge the full connection charge for that type of service as defined in Schedule 6 – Tariffs.

EPT shall send a confirmation message back to the Operator within T9.

Schedule 6 – Tariffs

This schedule presents the specific tariffs applicable to the FA Service.

6.1 Fibre Tie cables

Item	Euro
Connection charge for tie cables with 24 fibres	1.983,39
Connection charge for tie - with 48 fibres	3.231,11
Monthly charge for tie cables – per 24 fibres	2,74
EPT manpower for special works required by the Operator - per hour	See point 6.3 below

6.2 Fibre Access Service (FA Service)

Item	Euro
Connection charge FA connection and measurement at ODF and at customer premises including travelling	219,04.-
Monthly rental for a FA service	17,75.-
Monthly rental per fully connected in house optical fibre in multi dwelling buildings installed by an Operator or EPT at its own costs	tbd
Negative answer to FA order* or cancellation of an order before activation	14,98.-
FA Hand-back charge	17,33.-
FA Wrongful Repair Request	Real costs
EPT manpower for special works required by the Operator - per hour	See point 6.3. below

*Only applicable in case EPT's search engine showed clearly that the specific address is not yet served by EPT's FA point to point FTTH network.

6.3 Actual EPT Manpower fee – per hour

Actual EPT manpower fees - per hour	Euro
Carrière Supérieure	74,94
Ingénieur technicien	73,68
Expéditionnaire technique	62,33
Travel fees	3,38
All manpower fees are based on the Luxembourg price index 702,29. They will be updated following the evolution of this price index	

6.4 Fault Repair

6.4.1 The fault repair is achieved within T40.

<i>Time of intervention</i>	<i>Origin of the fault is situated</i>	<i>Price</i>
Business Hours	On EPT's side	For free
Business Hours	On Operator's side	Price A

6.4.2 The Operator wishes that the fault repair be done prior to another End-User's request or outside working hours. In this case, the following prices are applicable:

<i>Time of intervention</i>	<i>Origin of the fault is situated</i>	<i>Price</i>
Priority from 7am-7pm (Monday to Friday) and 8am-12pm (Saturday)	On Operator's or on EPT's side	Price B
From 7pm-7am from Monday to Friday, Saturday from 12am on and Sunday	On Operator's or on EPT's side	Price C

6.4.3 Manpower fees

Price A = Actual EPT manpower fee - per hour plus surcharges following the table below

Price B = Actual EPT manpower fee - per hour plus surcharges following the table below with a minimum of 250 Euros per intervention

Price C = Actual EPT manpower fee - per hour plus surcharges following the table below with a minimum of 500 Euros per intervention.

For the avoidance of doubt, the prices A, B and C will not be charged by EPT to the Operator in case the concerned fault is due to a Force Majeure event or a more general failure concerning several End-Users.

<i>Time:</i>	<i>6h00-7h00</i>	<i>07h00-19h00</i>	<i>19h00-22h00</i>	<i>22h00-6h00</i>
Monday to Friday	50%	0%	50%	65%
Saturday	50%			65%
Sunday	70%			85%
Legal and public holiday	200%			215%

Schedule 7 - Parameter Schedule

7.1 Provisioning of FA

Timer	Value	Description
T1	5 working days	Response time to the survey request
T2	20 working days	Maximum time period for FA reservation as from the date the positive survey request has been send by electronic mail
T4	5 working days	Delivering by Operator to EPT of the original FA request form signed by the End-User in case of doubt
T5	2 working days	Order cancellation before agreed appointment date for installation of the service
T9	5 working days	Confirmation by EPT to hand-back message or Cancellation of Order before activation time period to provide the hand-back message to EPT

7.2 Provisioning of tie cables

Timer	Value	Description
T30	8 weeks	Provision of ordered Internal tie cables

7.3 Fault Reporting and Repair

Timer	Value	Description
T40	2 working day after the issuance day of a Fault Report	Time period to achieve 95% of fault repair requests.

7.4 Other

Timer	Value	Description
T51	5 working days	Provision of an internet address and password to the Operator to access the ODF information
T52	20 working days	Maximum period between the declaration of an Operator that it is interested in FA Services and the acceptance of first electronic exchanged file

Schedule 8 – How to transmit the “Demande de raccordement souterrain” to the EPT by the Operator, on behalf of the End-User

8.1 Request

A standard form “Demande de raccordement souterrain” is available at EPT’s Web site or at the Operator’s simple request.

The Operator signs on behalf of the End-User a duly completed form and transmits it to EPT, provided that the Operator has been effectively mandated by the End-User in this respect. The Operator will explicitly indicate in the proxy document to be signed by the End-User that charges will be due for the realisation of the “raccordement souterrain”.

The Operator is not obliged to provide automatically EPT with a written proof of the mandate when transmitting a signed and completed “Demande de raccordement souterrain”. However, the Operator will provide EPT with a written proof at EPT’s simple request.

8.2 Invoicing

Within a delay of (5) five working days after the day of receipt of the “Demande de raccordement souterrain”, the End-User on behalf of whom the Operator has transmitted to EPT the request, will receive a letter from EPT indicating the charges for realising the “raccordement souterrain” according to its price list in force.

8.3 End-User contact for the realisation of the “raccordement souterrain”

Within a delay of fifteen (15) days after the day of receipt of the “Demande de raccordement souterrain”, the “Projections” Service within EPT’s Fixed Infrastructures Department will contact the End-User directly in order to realise the “raccordement souterrain”.

Before the actual beginning of the “raccordement souterrain”, the End-User will be required to confirm its consent to the applicable charges, as indicated in the letter within the meaning of Article 8.2 above.