Reference Line Offer (RLO)

Version 23/09/2015

Date	Status as from 1 st January 2009 onwards
11.02.2009	Document updated to include ILR's regulation referenced 08/126/ILR
	dated February 6 th , 2008.
27.05.2010	Document updated further to ILR's request dated 20.04.2010
01.02.2015	Cessation of the ISDN service and modification of RLO service handling
23.09.2015	Document updated further to ILR's regulation 15/189/ILR and 15/195/ILR



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1. INTRODUCTION

- 1.1. This Reference Line rental Offer ("RLO") defines the minimum terms and conditions which EPT shall apply to Operators in order to provide them with wholesale line rental services ("RLO Services").
- 1.2. A standard agreement completing the terms and conditions outlined in this RLO, notably as regards to the applicable operational modalities, will be concluded between EPT and the Operators ("RLO Agreement").
- 1.3. This RLO shall be valid as from XXX , 20XX onwards, unless a new RLO enters into force.
- 1.4. The content of this RLO may be reviewed and amended in order to comply with applicable rules and regulations.
- 1.5. Unless defined otherwise, the terms used in this RLO shall be interpreted in accordance with the Law of February 27th, 2011 on Networks and Electronic Communication Services and its implementing regulations.
- 1.6. This RLO includes all the Schedules attached hereto, which detail the different RLO Services covered by this RLO and constitute an integral part thereof.

2. DEFINITIONS

Unless the context requires otherwise, the words and expressions used in this RLO shall have the following meaning:

CbC - Call-by-Call	The usage by the End-User of the CSC of an OAO for a				
	specific telephone call.				
CPS - Carrier Pre-Selection	A pre-programmed selection of an OAO allowing the access				
	to telecommunication services provided by that OAO, without				
	the need for the End-User to dial any CSC.				
CSC - Carrier Selection	A selection code as defined and allocated by the ILR to an				
Code	OAO and which is used to enable the originating access				
	service.				
Directory Service	Any paper based or electronic telephone directory service.				
Donor Operator	An OAO or EPT, but other than the Receiving Operator, which				
	supply an End-User with telephone services that the said End-				
	User wants to have transferred in whole or in part to a				
	Receiving Operator, e.g. a Migration.				
Operator(s)	Any legal or natural person exploiting telecommunication				
	networks and/or providing telecommunication services and				
	notified at the ILR pursuant to the law of February 27, 2011				
	on Networks and Electronic Communication Services for the				
	provisioning of the telephone services specified in this RLO.				
End-User	The legal or natural person with whom EPT or an OAO has				
	entered into a contract for the provision of publicly available				
	telecommunication services in relation to a telephony service				
EPT	Entreprise des Postes et des Télécommunications, an				
	autonomous "Etablissement Public" created by the "Loi du 10				

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3. RLO SCOPE AND SERVICE DESCRIPTION

- 3.1. The RLO includes the following RLO Services on EPT's fixed access network in Luxembourg:
 - analogue POTS line, and
 - associated facilities as defined in the present RLO.
- 3.2. On recipient operators request, the RLO Services can be offered pre-selected with the Operators CPS according to the technical and financial conditions included in the RIO.

For the sake of clarity, per given access line, only the Operator subscribed to that RLO Services can be pre-selected, while CPS does not prevent the End-User from using other Operator 's CSC, including EPT, on a CbC basis.

EPT will bill all usage charges that the end-user may still consume on EPT's network (i.e. traffic not routed via CPS) to the recipient operator, which shall rebill these charges to the end-user.

Tariffs for traffic not routed via CPS will be negotiated in a non-discriminatory way between the Operator and EPT.

- 3.3. The RLO Services are only provided to OAO notified by the ILR as a fixed telephone provider.
- 3.4. Numbers allocated to the RLO Services are those from EPT's number range of its national geographic numbering plan or numbers that have been ported to EPT. The allocated number will remain technically within the range of EPT owned numbers and cannot be ported out to the recipient operator.
- 3.5. The technical conditions applicable to the RLO Services provision will be the same as the ones of the Voice services provided by EPT to its retail End-Users as defined in EPT's General Terms and Conditions.
- 3.6. These conditions and procedures may be adapted from time to time due to changes in applicable Law.
- 3.7. The RLO Services are incompatible with the Full and Sub Local Loop Unbundling services.
- 3.8. The RLO Services may only be provided in conjunction with the applicable RIO. As a consequence, an Operator willing to be granted with RLO Services as referred to in this RLO shall also enter into an interconnect agreement with EPT, in compliance with the RIO.
- 3.9. The RLO Services shall only be provided on an access line where an NTP exists in the End-User's premises and where the necessary capacities are available.

Unconnected buildings may be connected, subject to prior survey and feasibility study, upon the building owner's request addressed to the EPT or the Operator, it being specified that the related costs shall be paid by the said requesting building owner, while once the building has been connected, the concerned Operator may further order RLO Services to EPT.

3.10. The RLO Services and demarcation points applicable under this RLO are shown in

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figure 1 hereafter. EPT shall be responsible for the provision of RLO Services on EPT's network up to the NTP located in End-User's premises. The services to be provided between EPT's network and the PoI will be provided by EPT pursuant to the RIO stipulations and related interconnect agreement signed with the OAO. EPT's responsibilities end at the demarcation points, namely the PoI on one side and the NTP on the other side.

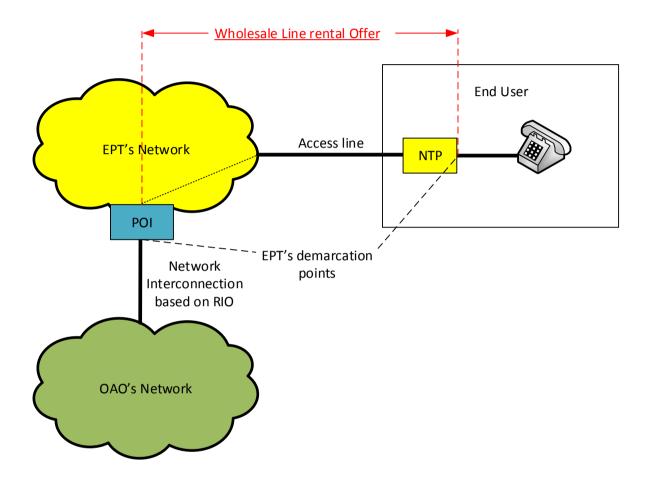


Figure 1

4. TRANSFER OF SERVICES and MIGRATION

- 4.1. EPT offers a range of possible transfers from EPT or a Donor Operator to a Receiving Operator in relation to RLO Services. The detailed conditions and procedures for transferring the RLO Services will be detailed in the RLO Agreement in compliance with this article 4.
- 4.2. For the Migration of existing RLO Services, the Receiving Operator has to prior agree in writing with the End-User upon the Migration and the End-User has to confirm in writing to the Receiving Operator that it cancels the current telephone access services provided by the Donor Operator in compliance with applicable contractual obligations between that End-User and the Donor Operator. The Receiving Operator shall provide a copy of the above-mentionned confirmation to the Donor Operator upon its request.

For obtaining the effective Migration of the RLO Services from the Donor Operator to the Receiving Operator, the Receiving Operator shall order the Migration to EPT in compliance with applicable procedures. The Donor Operator will be informed by EPT of the cancellation of the RLO Services further to the achievement of the contemplated Migration.

4.3. EPT has a regulatory obligation to provide its access lines to third parties in compliance with the rules and conditions defined by the ILR and further specified in the applicable RUO. Consequently, RLO Services cannot be offered by EPT on an unbundled line and, as such, in case of a third party's request for ULL Services on a telephone line where RLO Services are provided, the RLO Services will have to be prior cancelled by EPT upon receipt of the request for ULL Services and the concerned Operator will be informed thereof.

For the avoidance of doubt, the concerned OAO may not request any cancellation fees towards EPT as a consequence of the above.

5. ORDERING AND PROVISIONING

- 5.1. The exchanges of requests related to RLO Services ordering shall be exclusively done by means of electronic messaging transfer of XML files via Web service in SOAP (Simple Object Access Protocol) format.
- 5.2. To be accepted, the structure of the files transmitted shall comply with EPT's specifications and 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 RLO Services will be published and timely updated as appropriate on the EPT's interconnect site.
- 5.3. 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 RLO Services and the first file to be accepted.

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5.4. EPT will treat new orders, cancellation and/or change requests of the Operators in a non-discriminatory way and based on the principle of "first come - first served". Incomplete and/or non compliant requests will be rejected and consequently not handled by EPT, while similar requests may be grouped in order to allow mass processing.

6. SERVICE LEVEL, MAINTENANCE, FAULT REPORTING AND REPAIR

- 6.1. The service level, maintenance and repair conditions applicable to the provision of RLO Services are the same as defined in the General Terms and Conditions applicable to the EPT's retail End-Users, which are integral part of the RLO Agreement. EPT will provide to the Operator contact points for maintenance, fault report and repair, it being specified that the said contact points are for the Operator's exclusive use only and shall not be passed over to third parties, and in particular to End-Users, whichever may be the reason.
- 6.2. The Operator's fault reports will be accepted by EPT on a 24/7 basis, provided the said fault reports will have been issued via e-mail by the Operator in compliance with the detailed fault report and repair procedures as defined in the RLO Agreement and contain sufficient and appropriate information from the Operator to allow the reasonable diagnosis of the reported fault and to enable the resolution works of the reported fault until full remedy thereof. Upon acceptance by EPT of a fault report, EPT will start the fault localisation and clearance process within normal working hours.
- 6.3. EPT will not accept any fault report transmitted directly by Operator's End-Users and shall not be obliged in such case to inform the Operator of such reported fault. The Operator has to inform the End-User about its own responsibility in this respect as Operator and communicate its own fault contact points to the End-User in order to prevent any abuse of EPT's support services.
- 6.4. Prior to submitting any fault report, the Operator shall ensure that a genuine fault exists and that every effort has been made to check that the fault resides within EPT's area of responsibility (i.e. on EPT's network up to the NTP located in End-User's premises, excluding any End-User's installations and/or equipment).
- 6.5. The Operator shall co-operate with EPT's reasonable requests in an effort to locate and if possible resolve any fault.

In case contact with the End User is necessary for fault location and/or restoration, EPT reserves the right to contact and make an appointment with the Operator's End-User for the purpose of repairing the RLO Services if the Operator has submitted the related End User contect information in its Fault Report. In case no such information was provided, EPT will contact the Operator using the contact informations provided in the Fault Report in order to fix an appointment at the End User's premises for further investigation and fault resolution. The time elapsed between the contect with the Operator and the scheduling of an appointment wikll not be considered for the fault repair time computation.

6.6. Fault clearance interventions will be billed by EPT to the Operator as defined in

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Schedule 2 - RLO Services Price List attached hereto. In case of a wrongful repair request, i.e. when EPT has done all necessary measurements/checks of the RLO Services and results thereof prove that the fault is not caused within EPT's responsibility, the related costs will be charged to the Operator in compliance with Schedule 2 - RLO Services Price List.

7. BRANDING - RESALE

- 7.1. The Operator is entitled to resell the RLO Services under its own brand to its End-Users, but shall in no case use EPT's brand.
- 7.2. EPT is allowed to use, for all interventions in the context of this RLO, its normal vehicles and staff uniforms with all advertising on them as for its own products and services.
- 7.3. The Operator is not allowed to attach any branding or advertising signs on EPT's equipment and infrastructure, notably in End-User's sites.
- 7.4. If applicable, the Operator has to inform EPT immediately about the complete identity of the End-Users of the RLO Services as well as any changes thereto.
- 7.5. The Operator has to inform its End-Users about the nature of the RLO Services as a reselling services of the EPT's line rental service, as well as about the respective responsibilities and roles of the parties involved. This must include the appropriate Operator's contact points for fault reporting as well as the technical and billing information for the End-User.

8. EPT's LIAISON WITH END-USERS

- 8.1. Without prejudice to the rights and obligations set out in the present RLO, EPT will not undertake customer handling/care of Operator's End-Users.
- 8.2. As part of providing the RLO Services, EPT may need to contact End-Users either via the Operator, or directly in the following circumstances:
 - (a) in relation to operational or emergency reasons incidental to or arising from EPT's service management of the EPT's network; or
 - (b) where the Operator has requested EPT to contact the End-User directly;or
 - (c) where necessary in relation to all appointments, changes to appointments and access arrangements with the End-User for engineering visits; or
 - (d) to assist with the provision of services and/or maintenance or repairs as appropriate; or
 - (e) where it is necessary for the performance of this RLO and/or the RLO Agreement.

In cases where EPT will contact directly the Operator 's End-Users, it will, provided the circumstances require and/or allow this, reasonably inform and/or ask permission from the Operator thereof.

8.3. Without EPT's prior consent, the Operator shall not publish or give to End-Users any

6.5. Without Er is prior consent, the Operator shall not publish or give to End-Osers any

- EPT's contact details, either as nominated by EPT to the Operator for the purpose of this RLO and/or the RLO Servcies, or otherwise, beyond the specific contact details defined for that specific purpose in the Operations Manual.
- 8.4. The Operator is solely responsible for the contractual relationships with the End-Users, notably for the purposes of billing and customer handling.

9. PERSONAL DATA PROCESSING

The Operator shall fully comply with article 41 of the "Loi du 2 août 2002 relative à la protection des personnes à l'égard du traitement des données à caractère personnel" and be solely responsbile for carrying out all apporpriate steps as specified in the said law, and in particular for providing appropriate identification information of its End-Users to the relevant national autorities.

10. DIRECTORY SERVICES

The RLO does not include any Directory Services. As a consequence, the Operator will be solely in charge of the inscription of the End-User in appropriate Directory Services.

11. BILLING

- 11.1. EPT shall provide to the Operator consolidated invoices once per month of all amounts due to it and calculated in accordance with the price list specified in Schedule 2 RLO Services Price List.
- 11.2. Invoices are due and payable at the latest 30 calendar days after the date of receipt of the concerned invoice(s) (the "Due Date").
- 11.3. If the Operator fails to pay on the Due Date any amount due, the Operator shall automatically pay interest at the current applicable legal interest rate plus two (2) percent on any such amounts as from the day after the Due Date until the date on which payment is actually fully credited on EPT's bank accounts.
- 11.4. If the Operator makes any overpayment resulting from an error of the Operator in settling the concerned invoice(s) or from any wrong information provided by the Operator (and then which is not attributable to information provided by EPT), EPT shall refund such overpayment but shall not pay any interest on the overpaid amount.
- 11.5. The billing of EPT to and payments by the Operator will be performed irrespective of the Operator's billing and payment recovery processes and of the payments made or to be made by its End-Users. The Operator will be solely responsible for handling and settling all billing and/or payments complaints, disputes and information requests from its End-Users. For the avoidance of doubt, the Operator shall ensure that only disputes that are likely to be due to a 'fault' originating within EPT's area of responsibility will be reported with all appropriate information to EPT for further investigation by EPT, while such reporting shall not prevent the Operator from carrying further reasonable steps to confirm this and further inform EPT of any such

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- results of its own investigations.
- 11.6. The dispute of an invoice by the Operator shall not free it from its obligation to pay the disputed invoice to EPT.

12. CHARGES AND PAYMENT

- 12.1. Applicable RLO Services prices are specified in Schedule 2 RLO Services Price List. The charges are exclusive of VAT. Invoices are due and payable in EURO.
- 12.2. In order to compensate EPT for the preliminary work to be done to set up and maintain the RLO Services obligations towards the Operator irrespective of the actual number of lines in service, EPT will charge to the Operator a setup fee as defined in Schedule 2 RLO Services Price List.

13. RESPONSIBILITIES

- 13.1. EPT shall not be responsible for expanding, modifying or conditioning the EPT access network to provide EPT RLO Services offer to Operator and shall not be obliged thereto.
- 13.2. In case EPT informs the Operator about any necessary modifications impacting an End-User, its equipment and/or its installations, the Operator shall be responsible for informing the End-User about all necessary modifications then required and the service impacts that may occur consequently.

14. SYSTEM ALTERATIONS

- 14.1. Occasionally, EPT, acting reasonably, may suspend RLO Services as described in this RLO for any of the following reasons:
 - If required by a duly authorised national authority;
 - For the purpose of repair, maintenance or improvement of any of EPT's telecommunication systems and telecommunications apparatus.
 - Wherever possible, EPT will give the Operator written notice before performing any of the suspensions above and EPT will do its best efforts to restore the RLO Services as soon as possible after the concerned temporary suspension.
- 14.2. EPT shall have the right to disconnect the compliant equipment or any part of it without prior reference to the Operator if at such time, in the reasonable opinion of EPT, it is exposing or could expose any person to any danger of death or injury.
- 14.3. EPT shall have the right to request the Operator to disconnect the compliant equipment or any part of it within a reasonable time period, if, at such time, in the reasonable opinion of EPT, it is causing or is suspected of causing or could cause damage to EPT's telecommunication apparatus or other property or such exposure or damage is or could 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 compliant equipment within a reasonable time period, EPT shall have the right to disconnect itself the compliant equipment after prior notification to the Operator.

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14.4. If EPT wishes to make a service affecting system alteration, it shall give to the Operator and to the ILR no less than T3 prior notice (as referred to in Schedule 1) with the date of the anticipated system alteration. The notice shall specify the technical details of the contemplated system alteration and the date of the anticipated system alteration. Following such notification, EPT shall supply to the Operator such information, as the Operator may reasonably request, including, to the extent reasonably practicable, the potential impact on the services provided by the Operator to the End-Users.

15. BANK GUARANTEE

- 15.1. An irrevocable and unconditional bank guarantee issued in favour of EPT by an EU financial institution for an amount of 25.000,- € shall be provided by the Operator upon request of EPT:
 - before EPT's acceptance of any order in case the Operator's creditworthiness appears to be not sufficient for the RLO Services to be provided by EPT; or in case
 - the Operator has had repetitive credit defaults in the past towards EPT, whichever may be the type of services concerned;
 - the Operator fails to make payment to EPT of any undisputed amount when due in relation to the RLO Services; or
 - in case the Operator has a material, negative change in its financial conditions and/or creditworthiness.
- 15.2. The above-mentioned guarantee shall be issued for a period equivalent to the duration of the RLO Services offer.

16. PROCEDURE FOR REACHING AN AGREEMENT

- 16.1. RLO Agreements will be negotiated and entered into between EPT and an Operator, based on the standard terms and conditions set out in this RLO.
- 16.2. Requests for entering into a RLO Agreement with EPT shall be made in writing per registered mail to the following address:

Entreprise des Postes et Télécommunications
POST Technologies
Département Développement et Vente en gros
2, rue Emile Bian
L-1235 Luxembourg

Tel: +352 49 91 1

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SCHEDULES

Schedule 1 - Parameters

Timer	Value	Description			
T1	2 working days	Average response time to the survey request (End-			
		User site connected or not)			
T2a	15 working days	Installation of a new line (connected site)			
T2b	2 working days	Migration from EPT to Operator or vice-versa and			
		between two Operator			
T3	1 week	Prior notice to system alterations			
T4	2 working days	Fault repair			
T6	N+1 working day; whereas N is the fault notification date	Fault Clearance			
T52	20 working days	Maximum period between the declaration of an Operator that it is interested in RLO services and the acceptance of first electronic exchanged file			

The indicated timers are counted from the respective incoming message/notification at the EPT's contact point as specified in the RLO Agreement.

Schedule 2 - RLO Services Price List

All prices are in EUR VAT excluded.

1 <u>Installation fees</u>

	POTS
Activation	
Activation of a new line, per line	50,00
Moves	
Move of the access line to a new End-User address or another apartment of the same building *	same fees as a new installation
Migrations and cancellations	
Migration of an existing line (in service) from a Donor Operator to a Receiving Operator, fee per line to be paid by the Receiving Operator *	12,50
Migration of an Operator's RLO to the Operator's Unbundled line, fee per line	free of charge. ULL fees covered by the RUO
Migration of an Operator's RLO to a third party operator's Unbundled line, fee per line *	free of charge
Hand-back charge for the migration of an Operator's RLO back to EPT, fee per line *	free of charge
RLO service cancellation without migration or hand-back to EPT, fee per line	free of charge

^{*}migration or move of existing ISDN lines aren't posible.

2 Monthly rental fees

	POTS
Monthly rental fee for the RLO service – per access line, with a minimum of 1	10,69 ¹
month term.	

3 Additional services

	POTS	
Feasibility check for a new telephone line or a change request	standard checks are free of	
	charge	
RLO order cancelled before activation	25,00	
Support of emergency calls as defined in the RIO	free of charge	
Termination of emergency calls to 112	as foreseen in the RIO	

Any additional services not covered by the present price list provided by EPT to the Operator upon it's request shall be billed according to EPT's public retail pricelist.

4 Facilities

Glossary:

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¹ Pricing will be adapted in relation to regulation 15/195/ILR Art (1) 3.

N.A.	not available
0.R.	on Request
O.R.W.	on request confirmable by writing. For security reasons, the End-User has to request in writing (signed by the autorised End-User) the facility towards the Operator. The Operator shall be able to provide this written request to EPT on its request.
D.	Available per default
Υ	Yes
N	No
(1)	A facility not compatible with CPS cannot be offered by EPT if CPS is activated.
(2)	Usage fee. If not stated otherwise, usage fees are invoiced by EPT to the Oparator in case where CPS is activated or to the End-User if CPS is not activated.

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Service designation	Availability	Compatible with CPS (1)	Installation fee	Monthly rental	Usage fee (2)
Appels en instance	0.R.	Υ	none	none	Υ
Conférence à trois	O.R.	Υ	none	none	Υ
Déviation d'appels	O.R.	Υ	none	none	Υ
Déviation d'appels contrôlés à distance (with PIN code)	O.R.	Υ	none	none	Υ
Affichage du numéro de l'appelant chez l'appelé autorisation / restriction ARRIVEE	O.R.	N.A.	none	none	N.A.
Affichage du numéro de l'appelant chez l'appelé autorisation / restriction DEPART	O.R.	N.A.	none	none	N.A.
Affichage du numéro de l'appelé chez l'appelant autorisation / restriction	O.R.	N.A.	none	none	N.A.
Déviation d'appels activée par EPT	O.R.W.	Υ	4,96	6.69	Υ
Renvoi d'appels sur annonce enregistrée personnalisée	O.R.W.	N	4,96 per line	37,18 per message	none
Renvoi d'appels sur annonce enregistrée standardisée	O.R.W.	N	4,96 per line	7,44 per line	none
Réveil automatique	D.	Υ	n.a.	n.a.	billed by EPT to the End-User
Ne pas déranger	D.	Υ	none	none	none
Transfert d'appel	O.R.	Υ	none	none	Υ
Rappel automatique vers ligne occupée	O.R.	N	none	none	billed by EPT to the End-User
Appel vers destination fixe après délai	0.R.	Υ	none	none	Υ
Appel vers destination fixe après décrochage du combiné	O.R.	Υ	4,96	6,20	Υ
Blocage de numéros d'appels individuels (sortants) (black/white -list)	O.R.	Υ	4,96	list of: 1-10 nbrs: 2,48 11-20 nbrs: 4,96 21-30 nbrs: 7,44	N.A.

				31-40 nbrs: 9,92 41-50 nbrs: 12,39	
Blocage de numéros d'appels entrants	O.R.	N.A.	5,00	list of: 1-10 nbrs: 2,60 11-20 nbrs: 5,20 21-30 nbrs: 7,80 31-40 nbrs: 10,40 41-50 nbrs: 13,00	N.A.
Blocage temporaire du raccordement	0.R.	Υ	4,96	7,44	N.A.
Réactivation d'un blocage temporaire	0.R.	Υ	none	none	N.A.
Blocage des appels avec communications payantes	O.R.	Υ	4,96	6,20	N.A.
Blocage des appels avec préfixe ' 0 '	O.R.	Υ	Without secret code: 4,96 With secret code: 17,35	1,24	N.A.
Blocage des appels à destination des services adultes (905 et assimilés)	O.R.	Υ	none	none	N.A.
Interception d'appels malveillants (fees per line)	O.R.	Υ	4,96 per line	14,87 per line (min. 1 month)	N.A.
Informations sur appels reçus dans le passé	0.R.	N.A.	on quote	on quote	on quote
Echange du numéro d'appel	0.R.	N.A.	12,39	none	N.A.
Modification du code secret (utilisé pour pouvoir modifier les paramètres de certaines facilités)	O.R.	N.A.	12,39 per modification	none	N.A.

Requests for activation, change or cancellation of these facilities have to be addressed by the Operator to EPT by means of electronic messaging transfer of XML files via Web service in SOAP (Simple Object Access Protocol) format. Descriptions of the facilities are available on EPT's Internet site www.posttechnologies.lu. Facilities may be added, deleted or changed by EPT at any time upon prior notice to the Operator

5 RLO service setup fee

A one-off fee per Operator as well as a one-off fee per block of End-Users per Operator covering the setup of the RLO Services will be billed to the OAO as follows:

	Price
One-off fee to be paid at the signature of the RLO Agreement by the signing Operator	2.000,00
One-off fee per block of 500 End-Users for a given Operator to be paid by the concerned	857,00
Operator at the beginning of the usage of a new block (i.e. when the number of 1 End-	
User respectively 501 End-Users is reached by a given Operator, etc.)	

6 <u>Manpower fees</u>

Manpower fees are found on POST Technologies website (www.posttechnologies.lu).