



Area POP Co-Location Offer (APCO)

Entreprise des Postes et Télécommunications

Prices in Euro

Date	Status
31.10.11	Version 1.0

Table of Contents

1. INTRODUCTION	4
1.1 PURPOSE.....	4
1.2 AMENDMENTS	4
1.3 SERVICES COVERED	4
1.4 TERM 4	4
1.5 INTERPRETATION RULES	4
1.6 PRICES	5
2. DEFINITIONS.....	6
3. SERVICE DESCRIPTION.....	9
3.1 THE CO-LOCATION SERVICES SHALL:	9
3.2 CO-LOCATION SERVICES PROVIDED BY EPT TO A GIVEN OPERATOR UNDER THIS APCO SHALL:	9
4. SERVICE DESCRIPTION FOR CO-LOCATION IN AN EPT AREA POP AND PROVISIONING OF SUCH SERVICES.	10
4.1 CO-LOCATION SERVICE DESCRIPTION.....	10
4.1.1 <i>Co-Location Rack Space</i>	10
4.1.1.1 Co-Location Rack Space in type A Area POPs.....	10
4.1.1.2 Co-Location Rack Space in type B) Area POPs.....	10
4.1.1.3 Co-Location Rack Space in type C) Area POPs.....	10
4.1.2 <i>Basic facilities of a type A Area POP</i>	11
4.1.2.1 48V DC no break power supply in type A Area POPs	11
4.1.2.2 AC power supply for occasional use in type A Area POPs)	12
4.1.2.3 Earthing	12
4.1.2.4 Climate Control in type A Area POPs.....	12
4.1.2.5 Raised floors in type A Area POPs	12
4.1.2.6 Common utility equipment in type A Area POPs	13
4.1.3 <i>Optional facilities of an EPT Type A Area POP</i>	13
4.1.3.1 Back-up circuit for 48V DC power supply in type A Area POPs	13
4.1.3.2 Other optional facilities	13
4.1.4 <i>Provisioning</i>	13
4.1.4.1 Principles	14
4.1.4.2 Upgrade of an existing EPT Type A Area POP	14
4.2 EPT’S REFUSAL OF AN OPERATOR’S CO-LOCATION REQUEST	14
5. SPACE ALLOCATION, INSTALLATION AND USE RULES.....	15
5.1 CO-LOCATION RACK SPACE ALLOCATION.....	15
5.2 INSTALLATION RULES	15
5.3 CHARACTERISTICS OF OPERATOR SUPPLIED RACKS AND EQUIPMENT TO BE COLLOCATED	16
5.4 ACCESS CONDITIONS FOR OPERATOR’S STAFF.....	16
5.5 SECURITY	16
5.6 SAFETY STANDARDS	18
5.6.1 <i>Fire safety</i>	18
5.6.2 <i>Acoustic safety</i>	18
5.6.3 <i>Personnel protection</i>	18
5.6.4 <i>Hazardous materials</i>	19
5.7 USE RULES.....	19
5.8 FAULT REPORT	19
5.9 OPERATOR’S BREACH OF APPLICABLE CO-LOCATION RULES.....	19
6. CO-LOCATION CEASING PROCESS.....	21
6.1 CEASING PROCESS FURTHER TO OPERATOR’S REQUEST.....	21
6.2 CEASING PROCESS FURTHER TO EPT’S REQUEST	21
6.2.1 <i>Failure or interruption of operational use of the allocated Co-Location Rack Spaces</i>	21

6.2.2	<i>Closure of EPT's Site</i>	22
6.3	CEASING PROCESS FURTHER TO THE TERMINATION OF IMPLEMENTATION AGREEMENT(S) AND/OR OF THE OPERATOR'S TELECOMMUNICATIONS LICENSE.....	22
6.4	COMMON STEPS TO BE ACHIEVED IN CASE OF ANY CEASING PROCESS	22
7.	FINANCIAL CONDITIONS	24
7.1	TARIFFS AND BILLING	24
7.2	BANK GUARANTEE.....	24
7.3	REASONABLE DOUBTS ON THE OPERATOR'S CREDITWORTHINESS	24
7.4	INSURANCE.....	24
8.	GENERAL CONDITIONS	25
8.1	CONFIDENTIALITY	25
8.2	EPT'S GENERAL POWERS	25
8.3	FORCE MAJEURE	26
8.4	LIMITATION OF LIABILITY.....	26
9.	PROCEDURE FOR REACHING AN AGREEMENT	27
10.	SCHEDULE	27
	SCHEDULE 1: TARIFFS	28

1. Introduction

1.1 Purpose

This Area POP Co-Location Offer (“APCO”) provides for the type A Area POPs Co-Location terms and conditions, which shall apply and be granted by Entreprise des Postes et Télécommunications (“EPT”) to applying Operators for the provisioning of EPT’s Co-Location Services as defined in this APCO. Co-Location terms and conditions of type B and C Area POPs shall be covered by the relevant Reference Co-Location Offer (RCO).

All Schedules attached to this APCO form an integral part hereof and detail the different Co-Location Services and their respective applicable provisioning terms offered by EPT under this APCO.

The Fibre Access Services (“FA services”), or any part thereof, as from time to time referred to in this APCO are part of and subject to the applicable Fibre Access Offer (“FAO”) and shall be provided by EPT to the Operators in compliance with the specific terms and conditions of the said FAO, it being specified that the terms and conditions of this APCO shall in any case prevail on the said FAO to the widest extent possible in respect to the Co-Location Services.

1.2 Amendments

The content of this APCO may be timely reviewed and amended by EPT.

1.3 Services covered

The Co-Location Services offer the possibility for a given Operator to locate its own equipment within a dedicated Co-Location Rack in an EPT Area POP for enabling the said Operator to perform and achieve FA Services as defined in the applicable FAO.

1.4 Term

This APCO is valid unless:

- a new APCO is proposed By EPT, or
- a material change occurs in the laws or regulations, governing electronic communications in Luxembourg.

1.5 Interpretation rules

Unless defined otherwise herein, the terms used in this APCO shall be interpreted in accordance with the Luxembourg Law dated February 27th, 2011 relating to electronic communications networks and services.

1.6 Prices

All prices mentioned in this APCO, including those specified in the Schedules 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

The following terms shall have the meaning as defined below when used in this offer.

Defined Terms	Meaning
Area POP	<p>ODF site where the point-to-point FTTH fibre infrastructure is terminated. For the sake of clarity it should be noticed that existing Co-Location sites can also serve as termination point for the point-to-point fibre infrastructure.</p> <p>Three different Area POP types are defined: Type A) A POP in EPT FTTH network from which access to EPT's point-to-point fibre optic local networks is granted. In general, an Area POP gives fibre access to customers in the proximity of this Area POP. The ODF, the Operator Racks and EPT's Racks are in the same room. Type B) An existing EPT technical building with a dedicated Co-Location room where an intermediate optical distribution frame (FO-VZ) is installed and from which access to EPT's point-to-point fibre optic local networks is granted. The FO-VZ is connected to the ODF installed in EPT's CT. Operator's racks are installed in the Co-Location room and are connected to the ODF via the FO-VZ by the means of RCFs. Type C) An existing EPT technical building without a dedicated Co-Location Room (e.g. DLU, LV, etc) from which access to EPT's point-to-point fibre optic local networks is granted but offering not enough space to collocate the ODF, the Operator Racks and EPT's Racks. In this case the Operator Racks will be installed as outside shelters in the near vicinity of the EPT technical building. The connection from the Operator's racks to EPT's ODF will be assured by means of RCFs.</p> <p>Co-Location terms and conditions of type A Area POPs are covered by this APCO whereas type B and type C Co-Location terms and conditions are covered by the applicable RCO.</p>
APCO – Area POP Co-Location Offer	The present offer for Co-Location Services in a type A Area POP
APCO Agreement	The agreement between EPT and the concerned Operator, including the Schedules and – if relevant – amendments thereto, covering Area POP Co-Location Services and which will be executed for the purpose of and in compliance with this APCO, which shall be an integral part thereof.
Co-Location Rack Space	Co-Location Space reserved for hardware mounting in the dedicated Operator Racks in an EPT type A Area POP, it being specified that the standard rack size is

	dimensioned to accept 21" and 19" equipment. EPT only provides the Rack, hardware mounting structure as well as all other relevant facilities (such as patch panels, etc.) shall be provided, installed and maintained by the Operator under its entire responsibility.
Co-Location Request	The written request whereby an Operator formally requests to EPT to use Co-Location Services in a given Area POP in order for the Operator to be granted with allocated or reserved Co-Location Space(s) compliant with the Operator's specifications.
Co-Location Services	The provision by EPT of physical space and technical facilities necessary to reasonably accommodate and connect the relevant equipment of an Operator.
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 Co-Location 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 electronic communication 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 Infrastructure	The civil infrastructure of EPT's network used in relation to or for the purpose of electronic communications, including ducts, splicing chambers, manholes, street cabinets, etc.
EPT's Site	A site or a building owned or rented by EPT for the purpose of providing electronic communications services to End-Users.
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.
Fault Report	The written report sent by Operator to EPT in case of faults discovered in relation to any part of the Co-Location Services or to a Co-Location Equipment Room.
FAO	Fibre Access Offer.
FA Services	Fibre Access Services.
FO	Fibre Optic.
FO-NTP – Network Termination Point	The termination point of the fibre optic section at the relevant End-User's premises at which point the EPT's access network ends.
FTTH	Fibre To The Home.
ILR – Institut Luxembourgeois de Régulation	The national regulatory authority in Luxembourg.

Law	All relevant and applicable Luxembourg and EU legislations, including their respective implementation rules, regulations and decrees, in particular those applicable to the electronic communications sector and/or to the provision of electronic communications services.
Local Exchange	The telephony exchange closest to a given End-User.
NTP – Network Termination Point	The termination point of the raw copper section at the relevant End-User's premises at which point the EPT's access network ends.
ODF	Optical Distribution Frame
Operator	Any legal or natural person, to the exclusion of EPT, exploiting electronic communications networks and/or providing electronic communications services in Luxembourg.
Party	As the case may be, either EPT or the Operator with which a Co-Location Agreement for the provisioning of Co-Location Services by EPT is (being) concluded.
Parties	EPT and the Operator with which a Co-Location Agreement for the provisioning of Co-Location Services by EPT is (being) concluded.
RCO	Reference Co-Location Offer.
Receiving Party	The Party in an agreement receiving Confidential Information.
Schedule(s)	The schedule(s) attached to this APCO, as listed in its table of contents.
Site	Physical building housing telecom equipment.

3. Service Description

Area POP Co-Location is the service according to which EPT offers the possibility to an Operator to install equipment in an EPT Area POP for the purpose to connect his own equipments to EPT's point to point FTTH infrastructure in order to operate a service using EPT's FAO.

3.1 The Co-Location Services shall:

- be provided by EPT to the Operator in accordance with the terms and conditions of this APCO;
- only be provided in existing EPT Area POP's. EPT will not structurally change or build any new EPT Area POP Sites to provide such Co-Location Services or any additional Co-Location Space.

3.2 Co-Location Services provided by EPT to a given Operator under this APCO shall:

- be expressly limited, as relevant for the said Operator, to EPT Area POPs of type A as defined in Chapter 2 (Definitions). These Area POPs grant access to optical fibres in EPT's FTTH point-to-point network. Co-Location Services for EPT Area POPs of type B and C are covered by the relevant RCO.

4. Service description for Co-Location in an EPT Area POP and provisioning of such services.

4.1 Co-Location Service Description

4.1.1 Co-Location Rack Space

4.1.1.1 Co-Location Rack Space in type A Area POPs

The Co-Location Rack Space within an existing EPT type A) Area POP shall consist of a dedicated Operator Rack Space installed inside an EPT Area POP – this rack space is a half rack. Each Co-Location Rack Space in an existing EPT Area POP will be provided with 48 V DC power supply (up to 500 Watt per half rack). For sake of clarity it is to be noticed that the electric power consumption is not included in the per Rack Space tariff and will be billed as described in Schedule 1: Tariffs. Details and conditions of Co-Location rack space in type A Area POPs are the subject of the present APCO.

4.1.1.2 Co-Location Rack Space in type B) Area POPs

Within an existing EPT type B) Area POP, EPT shall provide a designated floor space within a given Co-Location Equipment Room. Details and conditions of Co-Location rack space in type B Area POPs are specified in the relevant RCO.

4.1.1.3 Co-Location Rack Space in type C) Area POPs

In case of type C) Area POPs, EPT shall provide a dedicated Operator Rack Space in an outside Shelter. Details and conditions of Co-Location in a shelter adjacent to existing EPT's Site are specified in the relevant RCO. The access to the FA Services at the ODF will be granted through a rack connection facility as specified in the applicable FAO.

The following basic facilities shall be accessible in an EPT type A Area POP:

- physical Co-Location Space as expressly allocated to or reserved for a given Operator being a Co-Location Rack Space in a dedicated Rack occupied by the physical equipment set installed by the Operator under the terms and conditions of this APCO
- relevant rights of access and access control for the Operator's staff;
- ducting on EPT's property up to the border of the publicly owned land with the concerned EPT's Area POP to provide the fibre facility link; and
- basic facilities as described in Article 4.1.2 (Basic facilities of the EPT Area POP).

Optional facilities as defined in Article 4.1.3 hereof shall be accessible, subject to a separate order to be issued by the Operator to EPT.

To allow the Operator to establish its own fibre optic links between its equipments in the EPT Area POP and its main equipments, EPT shall provide the following services on Operators request:

- a multi-operators manhole on its property to enable the Operator to install its fibre optic cable;
- 2 micro ducts 14/10mm (outer/inner diameter) from the multi-operators manhole to each half-rack; the micro ducts will end on the bottom of the rack and enable the Operator to guide his cable from the manhole to his designated rack;

The Operator shall provide the fibre optic cable up to the cable duct(s) provided by EPT;

The Operator shall bring its fibre optic cable through the micro duct(s) provided by EPT from the multi-operators manhole into his Co-Location Space in the Area POP.

The Operator shall terminate its fibre optic cable in its Co-Location rack space.

For the avoidance of doubt, the above-mentioned installation of the fibre optic cable shall be done by the Operator. The Operator is not allowed to open the raised floor without supervision by EPT. The costs for the provisioning by EPT of the cable ducts, the manhole and the supervision shall be entirely charged to the Operator in compliance with the Article 7.1 below.

Other technical possibilities for the Operator's backbone links as rental of EPT ducts, EPT dark fibre or transmission capacity are outside the scope of this offer.

4.1.2 Basic facilities of a type A Area POP

The costs for the provisioning of a Co-Location Rack Space, including the basic facilities, shall be charged to the Operator as specified in Article 4.1.4.1 below (First provisioning of a Co-Location Rack Space).

4.1.2.1 48V DC no break power supply in type A Area POPs

The provision of a 48V DC no break power supply shall be in accordance with recommendation ETS 300 132-2 Power supply interface at the input of the telecommunications equipment; Part 2.

EPT will provide a distribution board in the EPT Area POP. The Operator shall specify the required power capacity at the time of the Area POP Survey. The supply and installation of power cable(s) to the Operator Rack/Co-Location Rack Space shall be at charge and under the liability of the concerned Operator. The applicable tariff is specified in Schedule 1: Tariffs

The monthly charge of 48V monitored DC Electric power consumption shall be as defined in Schedule 1: Tariffs. The monthly rental fee to be invoiced to a given Operator shall be based on the fuse of the circuit as required by the said Operator, the related consumption and the installation of a single 48V DC circuit, as further set forth in Schedule 1 (Tariffs). The Operator shall specify to EPT semi-annually as well as after each upgrade or downgrade of a fuse, the measured current on its circuits, while EPT shall be entitled to verify at its discretion and by its own means the accuracy of the said Operator's results. In case the required measurements are not provided by the Operator in due time, EPT will charge the maximum value as defined by the installed fuse. In case of discrepancy between the results specified by the Operator as above-mentioned and EPT's verifications, while the Operator contests the results of EPT's verifications, EPT, in accordance with the concerned Operator, will designate an independent expert to carry out a new verification, the costs of which shall be taken in charge on a fifty-fifty (50/50) basis by the Parties. The results of the expert's verification shall be binding upon the Parties and EPT will invoice the Operator accordingly.

4.1.2.2 AC power supply for occasional use in type A Area POPs)

230 VAC power supply is made available by EPT solely for the purpose of occasional and temporary use by the Operator in order to install and/or to test an equipment, to maintain and/or to clean it, as well as for interventions related thereto, it being specified that such a 230 VAC power supply shall in no case be dedicated to a specific Operator.

One or more socket points will be provided per EPT Area POP for standard 230 VAC, max 16A, *unmonitored* power supply.

4.1.2.3 Earthing

The earthing system available at a given EPT Area POP will be in accordance with ETS 300 253 and ITU-T recommendation K27. The minimum earthing facility will be a ring line in the EPT Area POP that has multiple links to the building-based earthing facilities.

4.1.2.4 Climate Control in type A Area POPs

EPT provides an air ventilation equipment as a basic facility of an EPT Area POP. An air-conditioning equipment may be installed only if the air ventilation equipment cannot fulfil the air-conditioning requirements set forth in the recommendation ETS 300 019-1-3 class 3.1 inside an EPT Area POP. EPT and the Operators hosted in a given EPT Area POP shall commit themselves to take in charge the costs related to installation and operation of such an air-conditioning system.

4.1.2.5 Raised floors in type A Area POPs

A raised floor will be installed in an EPT Area POP.

The floors may only be subjected to uniformly distributed loads of maximum 5500 N/m². As a consequence, Operator's equipment shall exert an evenly distributed floor load.

Load concentrations shall be calculated in each individual case having regards to the circumstances and the concerned facilities to check the conformity with specific floor loading limitations.

4.1.2.6 Common utility equipment in type A Area POPs

Each EPT Area POP will be provided with the following common utility equipment:

- Standard lighting of 300 lux;
- Smoke detector connected to a fire alarm installation;
- Terminal for local and/or remote access control;
- Argonit automatic fire suppression system*.

* In case the automatic fire suppression is activated by an action of Operator's staff, the re-initialisation of the system will be billed to the Operator at real costs.

4.1.3 Optional facilities of an EPT Type A Area POP

EPT will provide, where technical feasible, the following optional facilities to the Operator on its request. The installation and adaptation costs of these facilities will be charged to the requesting Operator in compliance with Article 7.1 below. Fifty percent (50%) of the costs have to be paid at the firm order for Co-Location Services, while the remaining fifty percent (50%) shall be paid after the completion of the installation/adaptation of the concerned facilities, as contradictory accepted by both EPT and the concerned Operator(s). Monthly charges will be billed to the Operator as defined in Schedule 1 (Tariffs).

4.1.3.1 Back-up circuit for 48V DC power supply in type A Area POPs

To secure the power supply circuit to his equipment, the Operator may ask for a second 48V DC circuit. This second circuit shall be considered as a back-up only. As a consequence, the total current of the 2 circuits shall in no case exceed the agreed value for the first circuit.

The supply and installation of this second power cable(s) to the Operator Co-Location Rack Space shall be at charge and under the liability of the concerned Operator. The applicable tariff is specified in Schedule 1: Tariffs

4.1.3.2 Other optional facilities

On Operator's formal request, EPT may offer other optional facilities. These facilities shall be priced on a case by case offer.

4.1.4 Provisioning

The fundamentals of the provisioning process are described here after.

4.1.4.1 Principles

A list published on EPT's website "www.pt.lu" will show all existing and planned Area POPs including the type of Area POP and the availability of Co-Location Space.

An Operator interested in using Co-Location Services at a site published in this list can request EPT for detailed information regarding the site at the said EPT Area POP. Requests for Co-Location Rack Space can only be made in the context of FA Services. In the above-mentioned request, the Operator shall at least describe precisely its needs regarding the Co-Location Rack Space and electric power consumption.

Due to limited Rack Space available in an EPT Type A Area POP, Co-Location Rack Space is only made available in parts of half Rack Space. The first half Rack space ordered by the operator has to be fully exploited before to order a second half Rack Space.

Within twenty (20) working days of receiving such an Operator's request, EPT shall give the Operator an indication whether the required Co-Location Rack Space at this EPT Area POP is still available, as well as a proposal for a site visit to clarify technical issues and clarify the localisation of the allocated Rack Space.

4.1.4.2 Upgrade of an existing EPT Type A Area POP

EPT can initialize an upgrade of facilities or any other additional requirements of a given EPT Type A Area POP at the expenses of all Operators present at this Type A Area POP, including EPT, if the upgrade or extension is necessary to meet the requirements set forth in Article 4.1.2 (Basic facilities of the Co-Location room)

4.2 EPT's refusal of an Operator's Co-Location Request

Despite a valid Operator's request for an EPT Type A Area POP within an existing EPT Type A Area POP, EPT may be obliged to refuse the concerned Co-Location Request for well-founded reasons such as in particular technical constraints or lack of Co-Location Rack Space in the concerned EPT Type A Area POP.

In such a case, EPT will within two (2) or maximum three (3) weeks respond in writing to the Operator and the arguments for the said refusal.

5. Space allocation, installation and use rules

5.1 Co-Location Rack Space allocation

If an Operator wishes to order Co-Location Rack Space in a given EPT type A Type A Area POP, it shall send a Co-Location Request for reservation to EPT.

Co-Location Rack Space will be allocated on a basis of a half rack, enabling the Operator to install his 19" or 21" equipment. The half rack is provided with a guidance system to stock the patch cord over-length and allows the Operator to flexibly reallocate his equipment ports.

As the available Co-Location Rack Spaces are per nature limited in a given EPT type A Area POP, EPT will limit the maximum available Co-Location Rack space per Operator for any given EPT Type A Area POP.

Subsequent Co-Location Rack Space Requests for ordering additional Co-Location Rack Space issued by the same Operator shall only be accepted by EPT provided that the Co-Location half Rack Space ordered by that Operator has already been occupied up to 75% and if the maximum available Co-Location Rack Space is not yet reached.

5.2 Installation rules

When occupying the Co-Location Rack Space specifically allocated to it, the Operator shall only install equipment and termination panels necessary to operate FA Services. The equipment and termination panels shall be mounted in the allocated Co-Location Rack Space allocated to the Operator directly or indirectly by the Operator and under its full liability.

Whichever may be the reason, the Operator can in no way allow that the Co-Location Rack Space(s) allocated to him be used either in whole or in part:

- by third party; and/or
- for other purposes than those expressly described in this APCO or in the specific Co-Location Agreement.

The Operator shall in no case without EPT's prior written consent:

- Alter in anyway the Co-Location Rack Space(s) allocated to it;
- Transfer, in whatever way, its rights under the said Co-Location Rack Space(s) either in whole or in part to a third party.

For the purpose of the above, it is agreed that natural or legal persons that are held at least at fifty-one percent (51%) by the concerned Operator shall not be deemed as being "third party", provided that the concerned Operator remains towards EPT fully liable for and responsible of all undertakings, commitments and payments relating to the above-mentioned use and/or transfer.

The Operator may not cause (i) any inconvenience towards other users and Operators of the EPT Type A Area POP or (ii) interference(s) with any equipment of such Operators or of EPT.

All Operators' equipment shall specifically comply with the relevant technical specifications provided from time to time in relation to installation rules. The Operator shall make sure that none of its equipment causes or may cause disturbance or

interference to EPT's equipment or to the other Operator's equipment hosted in the EPT Area if this would nevertheless be the case, both Parties shall cooperate to resolve the arisen problems without undue delay, while any and all costs incurred in relation therewith shall be entirely borne by the Party responsible for the interference. All equipments have to be compliant to ITU-T and ETSI recommendations safety specifications and furthermore be compliant to the CE relevant standards.

The Operator shall in no case touch, move or modify in any way another Operator's equipment.

The Operator shall provide, maintain and operate its transmission equipment and termination panels in a proper and suitable manner and shall in particular, take all steps necessary or appropriate to ensure that it does not present or cause real or potential danger for safety or health.

5.3 Characteristics of Operator supplied racks and equipment to be collocated

The standard dimensions as defined in the norm ETS 300 119 is used by EPT for the provisioning of Racks dedicated to provide Co-Location Rack Space on a basis of a half rack for Operator's equipment.

The Operator's equipment to be installed in the specified Co-Location Rack Space shall fully conform to the norm ETS 300 253 and ITU-T recommendation K27 together with the earthing facility supplied by EPT.

For safety reasons the presence of batteries in the Co-Location Rack Space is forbidden.

Electro-magnetic effects and radiation by the Operator's equipment shall fully comply with the requirements of the norm ETS 300 386-1 table 3.

The Connectors to be used are specified in the applicable FAO.

5.4 Access conditions for Operator's staff

EPT will provide the Operator with relevant access to the EPT Type A Area POPs.

5.5 Security

Access to an EPT Type A Area POP is controlled by mechanical and electronic locking in conjunction with an access control system at EPT's discretion.

The Operator accepts and acknowledges that access to each EPT Type A Area POP is logged and will then be controlled at all times and provide accordingly an audit trail.

EPT will only permit access by the Operator and/or the Operator's employees, agents and contractors to the Co-Location Space(s) allocated to the Operator. These people as well as for their supervised visitors have to be in possession of their access card programmed to allow entry at the designated building main entrance, and their supervised visitors.

The Operator shall remain liable for any acts or omissions of a third party enabled by a breach of any obligation of the Operator mentioned in this article 5.5 (Security).

When at an EPT Type A Area POP, all Operator employees, agents or contractors shall visibly display the identifying badge provided by EPT. Where required for use with an EPT's managed access control system a suitable access card will be provided by EPT.

EPT Type A Area POP's are in general unguarded buildings.

Access to EPT Type A Area POPs shall be controlled as follows:

- Electronic access using an access card; and
- Access using a physical key.

Access Cards and keys

In an EPT Type A Area POP where access is provided by means of an electronic access control system using access cards, only Operator's employees, agents or contractors for whom an access card has been programmed to allow entry will be allowed automatic entry into the building.

All access cards and keys remain the exclusive property of EPT and may be withdrawn or disabled by EPT at its sole discretion and at any time.

The use and keeping of such access card(s) shall be under the exclusive liability of the concerned Operator.

The Operator shall, without delay, report to EPT the loss of any access cards in accordance with the applicable EPT's procedure, while EPT may in case of lost of such access card(s) charge the related costs in compliance with the provisions set forth in Article 7.1 (including deactivation and refection costs) to the Operator.

Operator's cardholders may grant access to visitors to a EPT Type A Area POP while in such case such access and visit shall at all times be and occur under the exclusive, direct and permanent supervision and responsibility of the Operator's cardholder(s) granting such an access to visitors. As a consequence, the concerned Operator shall be held liable for any incident occurred during such visitors' access and the consequences thereof and/or damages arising there from. All access keys remain the exclusive property of EPT and may be withdrawn or disabled by EPT at its sole discretion and at any time.

The use and keeping of such access key(s) shall be under the exclusive liability of the concerned Operator.

The Operator shall, without delay, report to EPT the loss of any access keys in accordance with the applicable EPT's procedure, while EPT may in case of lost of such access key(s) charge the related costs (including deactivation and refection costs) to the Operator.

For the avoidance of doubt, the Operator understands and accepts that third parties such as the emergency services or law enforcement agencies may have a legal right of entry at any time to an EPT Type A Area POP, EPT will charge to the Operator the appropriate charges in compliance with the provisions set forth in Article 7.1 below for any services provided by EPT under this Article 5 calculated in accordance with the charges specified from time to time in the price list.

5.6 Safety Standards

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

- endanger in any way the safety or health of employees, contractors, agents or End-Users of the other Party; or
- damage, interfere with or cause any deterioration in the operation of the other Party's system, another operator's system or with an End-User's system.

5.6.1 Fire safety

Structures, equipment and materials chosen, installed, used and/or located by an Operator in an EPT Type A Area POP shall be fire retarding or non-combusting. An exception only applies to outside cables, which enter a building or premises.

To reduce the risk of fire, each Operator (including its staff and/or subcontractors as appropriate) shall act with the utmost professional care when accessing or intervening in an EPT Type A Area POP, while it shall under no circumstances be allowed to:

- smoke in any part of an EPT Type A Area POP; or
- store any packaging materials or other combustible materials (even temporarily) inside the EPT Type A Area POP.

5.6.2 Acoustic safety

Audible noise spectrum for equipment shall not exceed the noise level of 65 dB(A) in the frequency range from 20 to 20 kHz (according to the measurement method set forth by the norm ISO 3741 or equivalent, or measurement of equipment IEC 651 type 1 or equivalent filter A).

5.6.3 Personnel protection

Constructions and equipment installed by the Operator shall be designed in such a way that it is not possible to touch or access components, which may injure human beings in particular as a consequence of high voltage or high temperature.

The corners and surfaces of structures, equipment and auxiliary devices installed by the Operator shall be machined so as to eliminate the danger of injury or damages under normal conditions.

To protect eyes against laser and led edition, optical cables shall be recognizable as such. Optical connectors in systems having a hazard class higher than 1, shall be provided with a warning label and shall be equipped with power attenuation in case of fibre rupture.

5.6.4 Hazardous materials

All materials not or no longer compliant to applicable Law (in particular for health reasons or environmental risks) are expressly prohibited in EPT Type A Area POPs.

5.7 Use rules

The Operator undertakes and shall cause that its employees, agents and contractors shall comply with EPT's procedures, instructions and fibre guidance rules as well as to act with the utmost care, notably when accessing and/or intervening in an EPT Type A Area POP. It shall be stressed that works done by Operator's staff shall be strictly limited to his own Rack and Equipment. No intervention on equipments belonging to other Operators including EPT or on common equipment is allowed.

5.8 Fault Report

As soon as the Operator or the Operator's employees, agents and contractors discover or note a failure or lack in relation to the provisioning of any part of the Co-Location Services in an EPT Type A Area POP, a Fault Report shall be issued to EPT's contact point for technical issues in the context of Co-Location services as published on EPT's website www.pt.lu ->Operators->Operators' Info->Contacts and specify all relevant information and precisions to enable EPT to determine precisely the problem so identified and be in a position to carry out appropriate tests to confirm its nature and origin as well as the works to be implemented to cure the said problem within the shortest reasonable time.

5.9 Operator's breach of applicable Co-Location rules

In any case of the Operator's breach of any applicable Co-Location rules, such as installation, use, security and/or safety rules, EPT is entitled to, depending on the gravity and/or repetitiveness of the concerned breach:

- (i) Temporary refuses access by certain Operator's staff members to one or several EPT Type A Area POP(s).

In such case, EPT will inform forthwith the Operator of the concerned breach, the identity of the Operator's staff members temporarily prevented to have access, the concerned EPT Type A Area POP(s) and the exclusion time period, while the Operator shall take all necessary and/or appropriate steps and measures to ensure due compliance by the concerned staff members thereof and that the concerned breach will be duly and fully remedied and not be repeated in the future.

- (ii) Definitively refuse access by certain Operator's staff members to one or several EPT Type A Area POP(s).

In such case, EPT will inform forthwith the Operator of the concerned breach, the identity of the Operator's staff members definitively prevented to have access to the concerned EPT Type A Area POP(s), while the Operator shall

take all necessary and/or appropriate steps and measures to ensure due compliance by the concerned staff members thereof.

- (iii) Definitively withdraw the access to EPT Type A Area POP(s) granted to the Operator.

In such case, EPT will notify the Operator of the concerned breach and the related access withdrawal sanction EPT contemplates to apply against the Operator. Should the Parties decide, after prior discussions and clarifications, that the contemplated will in fine not be adopted against the Operator, the latter shall expressly commit to certain special undertakings, to be monitored by EPT, to ensure that the Operator duly remedied in the long term to the concerned breach and duly trained its staff to avoid any repetition thereof in the future.

6. Co-Location ceasing process

This process enables existing Co-Location Services, whichever may be the type, to be ceased. Three cases of ceasing can occur:

- A ceasing requested by the Operator;
- A ceasing requested by EPT, notably when EPT intends to close an EPT Type A Area POP upon prior notice thereof to the Operator or when the Operator has not made any operational use of the physical Co-Location Rack Space allocated to it in the context of FA Services or
- A ceasing request due to the termination of the (i) Co-Location Agreement(s), notably further to a contractual breach by the Operator or the Operator ceasing to be a notified Operator in Luxembourg or due to the termination of (ii) the FAO Agreement with the said Operator.

In such cases the Operator shall not be refunded for any payments made in respect of the Co-Location Agreement.

6.1 Ceasing process further to Operator's request

In order to terminate the Co-Location Services provided by EPT in whole or in part at one or several EPT Type A Area POPs, the Operator shall submit to EPT a written cease order specifying the exact Co-Location Rack Space(s) concerned by the said cease order, the EPT Type A Area POP(s) where said Co-Location Rack Space(s) is (are) hosted and the requested termination date, it being specified that the Operator shall comply in this respect with a minimum one (1)-month prior notice.

Provided the above-mentioned prior termination notice period has been complied with, EPT will accept the termination date proposed by the Operator. Otherwise, both Parties shall agree upon a reasonable termination date. Both Parties will further agree upon a cessation project plan taking into account the number and location of the concerned Co-Location Rack Space(s).

6.2 Ceasing process further to EPT's request

6.2.1 Failure or interruption of operational use of the allocated Co-Location Rack Spaces

If the Operator has not made any operational use of the Co-Location Rack Space(s) allocated to it under this APCO for FA purposes, either at all or for a minimum six (6) month time period, in particular in case one or several other Operator(s) do urgently need in whole or in part the said unused Co-Location Rack Space(s), EPT shall be entitled to terminate at all times in writing the Co-Location Agreement(s) and related Co-Location Services by issuing a two (2)-months prior termination notice.

6.2.2 Closure of EPT's Site

Except when given local circumstances require otherwise, when EPT has to close one of EPT Type A Area POP's in relation to which Co-Location Services are provided, EPT shall submit a written closure notice to the concerned Operator(s) at least twenty-four (24) months in advance of the planned closure date. EPT shall further submit a cease order, at least twelve (12) months in advance of the proposed cease date to allow the Operator to arrange for a suitable alternative.

In addition to the cease order, EPT shall send to the Operator an offer for alternative arrangements in order to ensure that this Operator can access to the electronic communications services affected by such EPT's Site closure.

EPT and the Operator shall further draw up and agree upon a coordinated cessation or migration project plan including agreed time-scales. This plan shall ensure minimal service disruption during the move to any agreed new location or new EPT Type A Area POP.

The Parties undertake to comply with and timely implement the agreed cessation/migration plan in order to timely and properly migrate or cease, as the case may be, the concerned Co-Location Services according the said agreed plan.

6.3 Ceasing process further to the termination of implementation agreement(s) and/or of the Operator's electronic communications authorisation

Either Party shall be entitled to submit a cease order to the other further to the end or termination of the Co-Location Agreement(s) entered into by the Parties, notably in the following cases:

- Contractual breach of the Co-Location Agreement(s) by the Operator;
- End or termination, whichever may be the reason, of the implementation agreement(s) entered into by the Parties under the applicable FAO; or
- End or termination in whole or in part of the notification as Operator in Luxembourg, whichever may be the reason, whereby the Operator will cease to be a validly notified Operator in Luxembourg.

In any such case, both Parties shall agree upon a reasonable cessation date and associated project plan, which shall take into account the specificities and constraints of the circumstances leading to the application of this Article 6.3.

6.4 Common steps to be achieved in case of any ceasing process

Prior to and in any case at the latest upon the effective termination date of the Co-Location Services as specified here above for a given EPT Type A Area POP the Operator shall:

- Pay all remaining or outstanding fees due to EPT in relation to the concerned Co-Location Services;
- Return the concerned Co-Location Rack Space(s) clean, complete and in its (their) original state and if appropriate any equipment and materials to their respective owners;
- Remove properly all its equipments, spare parts, fibre patch cords, test equipment, documentation, etc., located either in the concerned EPT Type A Area POP; and

- Return to EPT all access cards and keys put at its disposal for accessing the concerned Co-Location Space(s).

Failing to do so in due time, EPT shall be entitled to substitute directly or indirectly to the Operator, at the Operator's costs, to proceed with such obligations or to clear out any Operator's residual belongings left in the EPT Type A Area POP or in EPT's Site as well as to invoice the Operator for the non returned access cards and keys.

7. Financial conditions

7.1 Tariffs and Billing

In counterpart of the Co-Location Services provided by EPT to the Operator under this APCO, the Operator shall pay the tariffs provided for in Schedule 1 (Tariffs). Applicable billing procedures are or, as the case may be, will be described in the Co-Location Agreement between the concerned Operator and EPT.

In case EPT provides to the Operator any facilities and/or services as mentioned under this APCO, while the relevant tariffs are not expressly specified in Schedule 1 (Tariffs), these tariffs will be based on costs borne by EPT to the Operator. EPT shall submit in due time a detailed cost estimate and the related invoice to the Operator.

7.2 Bank Guarantee

The Operator will, 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 APCO.

7.3 Reasonable doubts on the Operator's creditworthiness

When, and as long as serious, ascertained and collected doubts exist regarding the creditworthiness or solvency of an Operator, EPT may without prejudice to previous arrangements require payment in advance and can be prolonged until all invoices and other sums (e.g., for damage to EPT's property) due are paid.

7.4 Insurance

Without limiting its responsibilities under this Offer and the Type A Area POP Co-Location Agreement to be signed, the Operator undertakes to properly and duly insure at its own expense against the risks that it is exposed to with regard to damage (in particular damage to EPT's property and injury to persons including death) arising out of its obligations, including those of any affiliate undertakings or subcontractors.

The Operator shall produce to EPT, upon first request, evidence of the insurance policies obtained.

8. General Conditions

8.1 Confidentiality

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.

Confidential Information shall be used by the Receiving Party solely for the purposes for which it was disclosed.

8.2 EPT's General Powers

Occasionally, EPT, acting reasonably, may suspend services as described in this APCO for any of the following reasons:

- If required by a duly authorized national or regional authority duly authorized and empowered to do so, or
- For the purpose of repair, maintenance and/or improvement of any of EPT's electronic communications systems.

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 APCO Services as soon as possible after the concerned temporary suspension.

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.

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 EPT Type A Area POP or EPT's telecommunications apparatus or any other property or 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.

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.

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.

8.3 Force Majeure

Neither Party shall be liable for any breach of a Co-Location Agreement or delay in the implementation of any of its obligations under a Co-Location 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 Co-Location Agreement and/or this APCO.

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, lightening,...), wars, invasions, revolutions, riots, governmental acts, general strikes or similar events, epidemics, major machinery and/or equipment breach, civil works and/or third parties' intervention damaging in whole or in part any Party's network and/or equipment as well as any Party's Infrastructure and impacting and/or interrupting any part of the Co-Location Services and/or related provisioning.

The Party affected by a Force Majeure event shall promptly notify the other (i) 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.

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 Co-Location Agreement shall be resumed without undue delay.

If, as a result of a Force Majeure event, the performance by either Party of its obligations under a Co-Location Agreement is only partially affected, such Party shall nevertheless remain liable for the performance of those obligations not affected by the said Force Majeure.

To the extent that a Party is prevented, as a result of Force Majeure, from providing all or part of the services or facilities to be provided under a Co-Location Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities.

8.4 Limitation Of Liability

Neither Party undertakes any liability for the acts or omissions of a third party provider of telecommunications services.

Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence or liability.

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.

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 loss of profit whatsoever arising in connection with the execution and/or implementation of a Co-Location Agreement, howsoever caused.

9. Procedure For Reaching An Agreement

Co-Location Agreements will be reached and signed between both Parties based on the applicable APCO.

Co-Location Agreements will be made available after signature of a non-disclosure agreement.

Requests for entering into a Co-Location Agreement with EPT under this APCO 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

10. Schedule

Schedule 1: Tariffs

1. Physical Co-Location

<i>Monthly charge for the Co-Location Rack Space(s) rental, including the accessibility to the equipment.</i>	
<i>Per Half Rack [1000(W)x800(D)x1100(H) mm]</i>	138,98
<i>Monthly charge per used EPT Type A Area POP (covering maintenance and cleaning)</i>	85,00

<i>Electric Power Installation</i>	<i>Euro</i>
<i>Installation of a 16-25A circuit to a given Co-Location Rack Space in an EPT Type A Area POP (single circuit)</i>	449,70
<i>Installation of an additional 16-25A circuit to a given Co-Location Rack Space in the same EPT Type A Area POP (second circuit)</i>	164,59

<i>Electric Power Consumption</i>		<i>Euro</i>			
<i>Monthly charge for monitored 48V DC Electric Power Consumption:</i>					
<i>Single circuit</i>					
		<i>Installed fuse</i>			
		10A	16 A	20 A	25 A
Measured Current up to	5A	34,65 €	53,28 €	75,64 €	93,64 €
	10A	69,30 €	91,66 €	106,57 €	125,20 €
	16A		110,89 €	125,79 €	144,42 €
	20A			138,61 €	157,24 €

Back-up Circuit for DC 48V circuit. The usage of this second circuit is restricted to a back-up function for the single circuit. It must not be used in parallel with the single circuit. Only in case of a power failure of the single circuit, this second circuit should be used. The installed fuse must be the same as the single circuit. *(If an additional power circuit is required, another single circuit should be ordered)*

	Installed fuse			
	10A	16 A	20 A	25 A
Tariffs	22,87€	36,59€	45,73€	57,17€

Monthly charge for consumption of air-conditioning

		Installed fuse of main circuit			
		10	15	20	25
Measures current up to	5A	17,33 €	26,64 €	37,82 €	46,82 €
	10A	34,65 €	45,83 €	53,28 €	62,60 €
	15A		55,44 €	62,90 €	72,21 €
	20A			69,30 €	78,62 €

Access control	Euro
Unique fee for issuing an access card and a physical access key	47,47
Monthly charge for access control by access cards	4,7833
Fee in case of lost of a card	23,84
Fee in case of lost of a key	34,69

Actual EPT Manpower fee – per hour

Actual EPT manpower fees - per hour	Euro
Carrière Supérieure	77,89
Ingénieur technicien	77,41
Expéditionnaire technique	65,49
Travel fees	3,55
All manpower fees are based on the Luxembourg price index 737,83. They will be updated following the evolution of this price index	