



Reference Collocation Offer

Entreprise des Postes et Télécommunications

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Prices in Euro
exclusive VAT

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1 Introduction

- 1.1 This Reference Collocation Offer (RCO) and its Appendices provide for the Collocation terms and conditions, which shall be granted to Other Licensed Operators (OLO) for the provisioning of EPT's (Entreprise des Postes et Télécommunications) Collocation services.
- 1.2 This RCO is valid May 2004, unless:
- A new RCO is approved or adopted by the ILR (Institut Luxembourgeois de Régulation).
 - A material change occurs in the law or regulations governing telecommunications in Luxembourg.
- 1.3 Unless defined otherwise herein, the terms used in this RCO must be interpreted in accordance with the Law of March 21, 1997 on Telecommunications (the "Law") and its implementing regulations and the Regulation (EC) No 2887/2000 of the European Parliament and of the Council of 18 December 2000 on unbundled access to the local loop (the "Regulation (EC)").
- 1.4 This RCO includes Schedules which detail the different services covered by this offer and constitute an integral part thereof.
- 1.5 The present RCO shall prevail on the applicable RUO and RIO in respect to the specific Collocation subject matter.

2 Service Description

The EPT Collocation service:

- i) Shall be provided by EPT to OLO in accordance with the terms and conditions of this Offer.
- ii) Offers the possibility for the OLO to locate its transmission equipment within a dedicated Collocation Equipment Room in an EPT Site or an adjacent facility to such a Site for enabling the OLO to perform Interconnection as foreseen by the Law and/or to access Unbundling services as defined by the Regulation (EC).
- iii) Shall only be provided to OLO, which has already concluded an Interconnect Agreement based on the Reference Interconnect Offer (RIO) and/or an Unbundling Agreement based on the Reference Unbundling Offer (RUO) with EPT.
- iv) Shall only be provided within or adjacent to an existing EPT Site. EPT will not structurally change or build any new Sites to provide such Collocation services. If no existing floor space, for the purpose of Collocation, is available on the existing Site, EPT may with the assent of the first OLO install a special outside Collocation Shelter on its premises, which serves as Collocation Equipment Room. This container can only be used from both parties for the purposes of Collocation services and must be shared with all OLOs in the same way as a Collocation Equipment Room in an existing EPT Site.

- v) Collocation services provided by EPT to the OLO for the purpose of interconnection pursuant to the Reference Interconnect Offer (RIO) are limited to the sites of national and regional interconnection as defined in the RIO.

3 Collocation types and provisioning

There are three types of Collocation site configurations:

- Collocation within existing EPT Site.
- Collocation in Shelter adjacent to existing EPT Site.
- Collocation in OLO owned distant location site .

3.1 Collocation Within Existing EPT Site

3.1.1 Description

The Collocation within an existing EPT Site consists of designated floor space within an equipment room at the Site.

The following basic facilities shall be accessible at the Collocation Site:

- The physical Collocation floor space (specified area) occupied by the physical Collocation cabinet set installed by the OLO.
- Rights of access and access control for OLO's staff.
- Ducting on EPT's property up to the border of the publicly owned land with the Site to provide the fibre facility link.
- Basic facilities described under 3.1.2. (Basic facilities of the Collocation room)

Optional facilities as defined under 3.1.3 shall be accessible, subject to a separate order by the OLO to EPT.

The transmission link for the physical Collocation facility shall be provided in the following way:

- EPT shall provide cable ducts to the border of the publicly owned land with the Site..
- OLO shall provide transmission link to the cable ducts provided by EPT.
- EPT shall bring the transmission link through the EPT cable ducts into the physical collocation facility.

The costs for the provisioning of the cable ducts and installation of OLO's transmission links by EPT from the boundary of EPT premises to the physical collocation facility are charged to the OLO.

3.1.2 Basic facilities of the Collocation room

The costs for the installation and adaptation of the Collocation room including the basic facilities are charged to the OLO as specified under 3.1.5. (First provisioning of a Collocation facility).

3.1.2.1 AC power supply for occasional use:

230 VAC power supply not dedicated to a specific OLO is made available for occasional and temporary use such as for test equipment, maintenance, cleaning, etc.

One or more socket points will be provided per Collocation space for standard 230 VAC 'unmonitored' power supply. (Availability as defined in 3.1.3.3)

3.1.2.2 Earthing:

The earthing system will be in accordance with ETS 300 253 and ITU-T recommendation K27. The minimum earthing facility is a ring line in the Collocation space that has multiple links to the building-based earthing facilities.

3.1.2.3 Climate Control:

Air-conditioning equipment is only installed if needed to fulfil the requirements of recommendation ETS 300 019-1-3 class 3.1. The Operators hosted at a specific site commit to take in charge the cost for later installation or extension of the air-condition system when the specifications can no longer be met due to a higher heat dissipation within the collocation room.

3.1.2.4 Floor:

A raised floor will be installed where technical feasible.

The floors may be subjected to uniformly distributed loads of maximum 5500 N/m².

Load concentrations must be calculated in each individual case to check conformity with the floor loading limitations of specific service facilities.

OLO equipment should present an evenly distributed floor load.

3.1.2.5 Common utility equipment:

Furthermore, the Service Facility will be provided with the following common utility equipment:

- standard lighting of 300 lux
- smoke detector connected to a fire alarm installation
- terminal for access control
- distribution board for 48 Vdc power supply
- distribution board for 230 Vac power supply
- digital distribution frame for 2 Mbit/s links

All internal cabling in the collocation room is installed by EPT and charged to the requesting OLOs.

3.1.3 Optional facilities of the Collocation room

EPT will provide, where technical feasible, the following optional facilities to the OLO on its request. The installation and adaptation costs of the Collocation room and facilities will be charged to the requesting OLO. 50% of the costs have to be paid at the firm order for collocation arrangement, the remaining 50% will be paid after the completion of the installation/adaptation of the facilities. Monthly charges will be billed to the OLO as defined in schedule 1 (Tariffs).

3.1.3.1 48V DC no break power supply:

- The 48V DC no break power supply is in accordance with ETS 300 132-2 Power supply interface at the input of the telecommunications equipment; Part 2.
- EPT will provide a distribution board in the Collocation Equipment Room. OLO must specify the required power capacity at the time of the Site report. The supply and installation of power cable(s) to the Collocation space will be at charge of OLO.
- In the distribution board fuses with a maximum value of 63A shall be used.
- The monthly charge of 48V monitored DC Electric Power Consumption is defined in Schedule 1 (Tariffs). To define the monthly rental fee, the required fuse of the circuit and the consumption are taken into account as defined in Schedule 1 (Tariffs). OLO must indicate to EPT semi-annually and after each upgrade or downgrade of the fuse, the measured current on its circuits. EPT has the right to verify the results of the measurements of the OLO by its own measurements. In case the required measurements are not provided by the OLO in due time, EPT will charge the maximum value as defined by the installed fuse.

3.1.3.2 230V AC monitored power supply:

- The 230V AC monitored power supply is provided with backup by means of a generator. ‘Monitored’ means that in the event of an interruption in the supply of electricity, the supply will be taken over by a different electricity source. Take-over time may vary from site to site and will be provided with the collocation survey. The generator may be permanently installed on site or may consist of a mobile generator, which is brought to place in case of a prolonged power failure.
- OLO must specify the required power capacity at the time of the Site report. The installation of power cable(s) to the Collocation space will be at charge of OLO.
- In the distribution board, fuses with a maximum value of 16A shall be used.
- The monthly charge of 230V AC monitored electric power consumption is defined in Schedule 1 (Tariffs). OLO will be charged a monthly rental fee for the required fuse power in kW.

3.1.3.3 230V AC unmonitored power supply:

- The 230V AC ‘unmonitored’ power supply is made available in accordance with the connection conditions of the local electricity distribution company that supplies the power. ‘Unmonitored’ means that in the event of an interruption in the supply of electricity, the supply will not be taken over by a different electricity source and no information in case of planned or unplanned maintenance will be given.
- No guarantee is offered with regard to the maximum duration of an interruption in the supply of electricity as this depends entirely on the electricity distribution company.
- EPT will provide a distribution board in the Collocation Equipment Room. OLO must specify the required power capacity at the time of the Site report. The installation of power cable(s) to the Collocation space will be at charge of OLO.
- In the distribution, board fuses with a maximum value of 16A shall be used.
- The monthly charge of 230V AC unmonitored electric power consumption is defined in Schedule 1 (Tariffs). OLO will be charged a monthly rental fee for the required fuse power in kW.

3.1.4 Provisioning

The fundamentals of the provisioning process are described in figure 1.

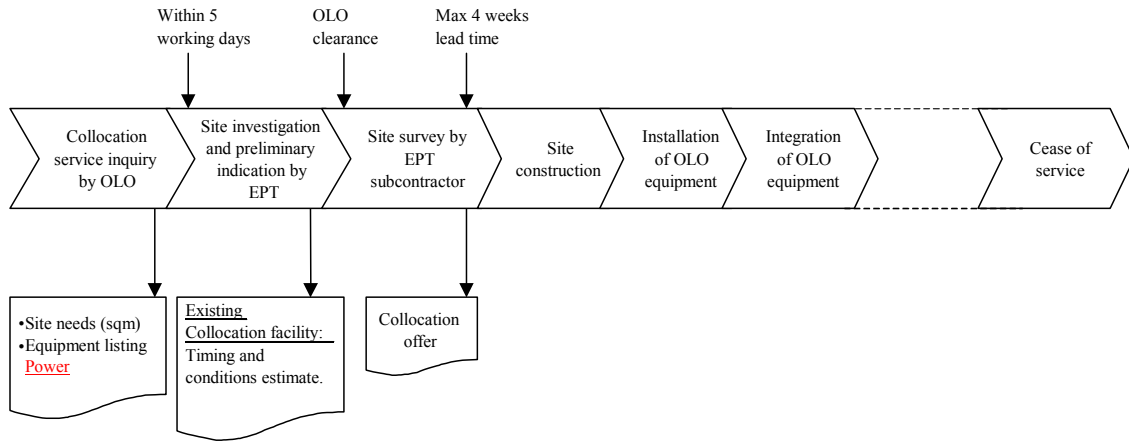


Figure 1: Provisioning process of Collocation within existing EPT Site.

3.1.5 First provisioning of a Collocation facility

An OLO who is interested in establishing Collocation at a specific Site, can request EPT for information regarding the availability of Collocation service at this Site. Requests for Collocation can only be made for Sites housing EPT equipment necessary for Interconnect and/or Unbundling services. In the request, the OLO will describe its needs regarding the referred Site and the type of equipment it wishes to install.

Within 5 working days of receiving an OLO request, EPT will give the OLO a preliminary indication whether a Collocation facility already exists at this Site and an indication of timing and conditions for implementation. If Collocation facilities have still to be arranged the answer will also include the fees for full surveys in accordance to the price list and a non-disclosure agreement. If Collocation is not possible at the specific site, EPT will provide the OLO with the reasons for this.

After accepting the above-mentioned conditions, the OLO may request EPT to carry out a full survey for Collocation services at the specific Site (Collocation request). EPT will subcontract the full survey and the pricing to an independent “bureau d’études” of its choice, duly authorized for such type of work in Luxembourg.

At the latest 4 weeks after the relevant Collocation request, EPT will send a detailed and transparent offer to the OLO indicating the costs of the necessary adaptations of the Collocation room, based on the estimate established by the subcontractor and including the costs for the works to be executed by EPT as well as for administration and supervision services, and the timing to execute the adaptations. In case of multiple collocation requests by the OLOs during the same period, the delay of 4 weeks cannot be guaranteed by EPT. Should the case arise, EPT will supply a reasonable processing time to the concerned OLOs.

The common adaptation and installation costs cover the costs for the adaptation of the EPT building to the specific security and operational requirements applicable to Collocation

services. The installation of the utility equipment, which is common to the Collocation Equipment Room, intended to implement and maintain the adequate environmental and operational conditions required by Collocation is also included.

The common adaptation, site survey and installation costs will be charged at 100% to the first (n) OLO(s) requesting EPT-sited interconnection at the concerned Site.

50% of the costs will be paid at the firm order for collocation arrangement, the remaining 50% will be paid after the completion of the adaptation of the premises and prior to the installation of the OLO's equipment.

When an additional OLO requests Collocation in the same site, it will be charged [100/(n+1)] % of the common costs paid by the first OLO(s) plus a fee covering administration costs. The amount paid by the additional OLO(s) will be refunded to the first OLO(s) with deduction of the administrative costs covering rebilling and financial costs.

The same procedure will be followed at subsequent requests for Collocation at the same Site.

After acceptance of the conditions of the Collocation offer, the OLO shall introduce a formal purchase order to EPT for obtaining Collocation space. EPT will subcontract to that "bureau d'études" that had established the Site survey, the project management to execute the necessary adaptations to prepare a Collocation facility compliant to the specifications mentioned in this document.

Should the case arise that the OLO, solely or together with other OLOs, requests EPT to provide a Collocation room which should not be equipped with all facilities foreseen under 3.1.2. (Basic facilities of the Collocation room), EPT will examine the OLOs request and will in principle only accept when it is reasonable and duly justified. EPT will not be responsible for any direct or indirect damages or costs related to the OLOs request for the shortage of facilities installed in the Collocation room. If an additional OLO requests EPT to install more or all basic facilities as foreseen under 3.1.2. (Basic facilities of the Collocation room), the prior OLO resp. OLOs have to accept the installation of the requested basic facilities and will be charged for the special expenses caused by the later transformation of the Collocation room.

3.1.5.1 Exceptions

As the first provisioning of the collocation facilities at Luxembourg-Gare and Luxembourg-Belair has not been charged to the first OLO(s) as foreseen in the previous article, some exceptions apply to these collocation sites as mentioned hereafter.

When an additional OLO requests collocation in the site at Luxembourg-Gare or Luxembourg-Belair, it will not be charged of the common costs which haven't been charged either to the other OLO(s) in the past. Consequently, for the same common costs, the first OLO(s) cannot receive any refunds from additional OLO(s).

Nevertheless, all further upgrades or adaptations of the collocation sites will be charged to the OLO(s) as defined in article 3.1 (Collocation Within Existing EPT Site).

3.1.6 Upgrade of the Collocation facility

The OLO can request, solely or together with other OLOs established in the same Collocation room, an upgrade or extension of facilities or any other additional requirements of the Collocation room at its/their own expense. EPT will examine the OLO(s) requests and will in principle only accept such requirements when it is reasonable and duly justified in view of the services offered pursuant to this RCO and when the adaptations needed to meet these additional requirements are technically feasible.

EPT can request and the OLOs have to accept an upgrade or extension of facilities or any other additional requirements of the Collocation room at the expense of the OLOs established in the Collocation room if the upgrade or extension is necessary to meet the requirements under 3.1.2 (Basic facilities of the Collocation room).

Other upgrades of the Collocation room can be performed after common agreement between EPT and the OLOs established in the Collocation room.

3.2 Collocation in Shelter adjacent to existing EPT Site

Adjacent Collocation is limited to the provision of Unbundling Services. It shall only be used to terminate tie cable onto the MDF (Main Distribution Frame) as defined in the applicable RUO.

Adjacent Collocation is the service according to which EPT offers an extension of the Tie Cables from the MDF(Main Distribution Frame) in an EPT technical building to OLO's Collocation Shelter installed on or near the boundary of EPT's premises for the purpose of Unbundling services.

The adjacent Collocation facility shall consist of a lockable Shelter, procured by the OLO.

EPT shall bring tie cable from a dedicated block on the MDF through the external EPT cable ducts to the hand-over shelter. All necessary works for pulling tie cable through the ducts and connection in the cross connection cabinet are executed by EPT staff or by a private firm charged by EPT. The related costs will be charged to the OLO.

3.3 Collocation in an OLO owned distant location site

Distant Collocation is the service according to which EPT offers an extension of the Tie Cables from the MDF in an EPT technical building to the first existing manhole on the boundary of EPT's premises for the purpose of junction with the OLO's cabling for Unbundling services. The offer is limited by the availability of access capacity to the manhole and penetration capacity to the EPT building.

The distant Collocation room should be installed in the near vicinity of the EPT site.

EPT will indicate to OLO the point of interconnection between OLO and EPT infrastructure e.g. the first existing manhole on the public domain outside EPT-MDF premises. OLO shall provide cable ducts from its distant collocation site to the indicated hand-over manhole. The penetration to the manhole can only be done after authorization by EPT staff.

EPT shall bring tie cable from a dedicated block on the MDF through the external EPT cable ducts to the hand-over manhole. All necessary works for pulling tie cable through the ducts and splicing in the EPT manhole are executed by EPT staff or by a private firm charged by EPT. The related costs will be charged to the OLO.

OLO may bring itself tie cable from its distant location site to the hand-over manhole or request EPT to pull the tie cable further through OLO provided ducts to the distant collocation room on basis of a special commercial offer.

EPT will not provide any construction services on buildings, duct space or manholes where distant location is required.

The construction of a manhole on EPT boundary or the construction of duct space from EPT premises to the distant location site can nevertheless be provided by EPT on the basis of a commercial offer.

Provisioning process for adjacent or distant collocation

The fundamentals of the provisioning process are described in figure 2.

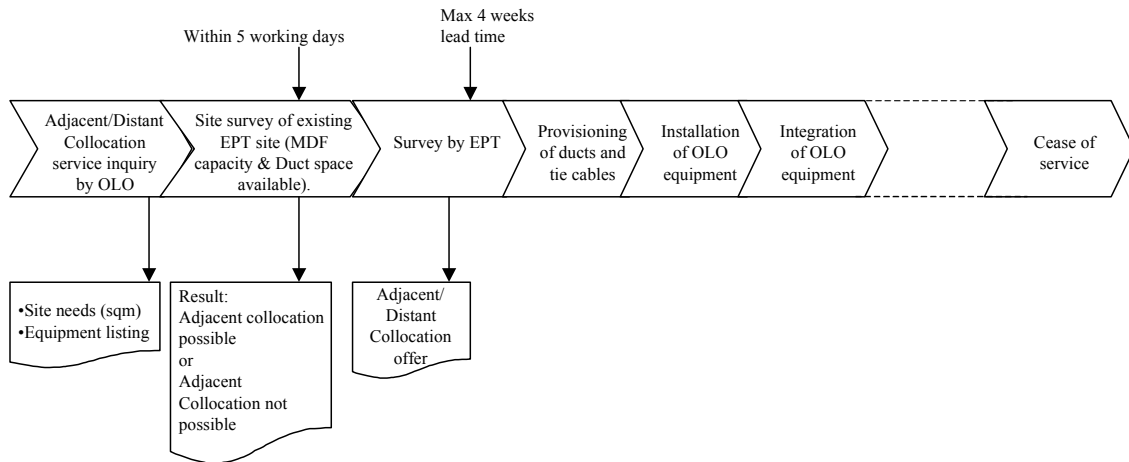


Figure 2: Provisioning process of adjacent or distant collocation.

On receipt of a request from an OLO for an adjacent or distant Collocation, EPT will conduct an initial Site survey of the relevant EPT Site.

Within 5 working days of receipt EPT will give the OLO a preliminary indication whether **adjacent** Collocation facility is immediately possible. If adjacent Collocation is not immediately possible at the specific Site, EPT will provide the OLO with the reasons why Collocation is not available.

In case of a request for **distant** Collocation, EPT will conduct an initial Site survey of the relevant EPT Site. EPT will respond to the OLO within 10 working days indicating whether or not distant Collocation is immediately possible. If distant Collocation is not immediately possible at the specific Site, EPT will provide the OLO with the reasons why Collocation is not available.

At the latest 4 weeks after the relevant Collocation request, EPT will send a detailed and transparent offer to the OLO indicating the costs of the necessary adaptations as well as indicating time scales.

4 Space allocation and Installation rules

4.1 Space allocation

If an OLO wishes to make a reservation for a Collocation space in an existing Site, it must send a reservation request to EPT.

Collocation space will be allocated on a basis of 600 * 600 mm footprints and includes space for maintenance access. Where technical feasible, the OLO can request EPT to provide 800 * 800 mm footprints. Only entire undivided footprints can be allocated.

To allow the limited availability of Collocation space, EPT will allocate Collocation space on a “first-come, first-served” basis. This mechanism will be implemented using the time stamp on the ordering request.

Subsequent reservation requests for Collocation space within the same OLO's room will only be accepted if the space reserved by that OLO has already been fully occupied.

EPT may classify available floor space as "unavailable" for Collocation purposes if it plans to abandon a Site within 18 months.

4.2 Installation rules

The OLO shall install only transmission equipment (including line terminators, modems, multiplexers, etc.). The transmission equipment and racks shall be installed by OLO itself or by authorised staff working under OLO's responsibility.

The OLO cannot allow under any condition:

- A third party to use the specified floor area partially or completely.

- The use by itself or by any third party of the specified floor area partly or completely for other purposes than described in this RCO or in the specific Collocation Agreement.

The OLO may not without prior written consent of EPT:

- Alter the OLO specified floor area.
- Transfer its rights to a third party.

The OLO may not cause any inconvenience towards other users of the Site room or cause interference with the equipment of such OLOs or to EPT.

All OLO transmission equipment shall comply with the relevant technical specifications. OLO shall make sure that its equipment does not cause disturbance or interference to EPT equipment or to other OLO's equipment in the technical building. If this would be the case, both parties shall cooperate to resolve the problems. Any costs incurred by such a relevant event shall be borne by OLO.

OLO shall not touch another OLO's equipment.

OLO shall provision, maintain and administer its transmission equipment in an adequate manner and shall in particular, take steps necessary to ensure that it does not present or cause danger for safety or health.

4.3 Characteristics of OLO supplied racks and equipment to be collocated

The standard dimensions as defined in ETS 300 119 are to be used for the construction of the cabinets for the OLO's equipment. The maximum allowed height of the cabinet is 2200 mm.

The OLO equipment to be installed in the specified floor area must conform to ETS 300 253 and ITU-T recommendation K27 together with the earthing facility supplied by EPT.

OLO provided 230V AC / 48V DC equipment and installation shall comply with the ETS 300 132-1, ETS 300 132-2, DIN VDE 0185.

For safety reasons the presence of batteries in the Collocation room is not allowed.

Electro-magnetic effects and radiation by the OLO equipment must comply with the requirements of ETS 300 386-1 table 3.

4.4 Access conditions for OLO staff

EPT will provide the OLO with access to the Collocation Equipment Room. EPT shall, where reasonably practicable, provide dedicated entrance facilities for the Collocation Equipment Room. Where it is not reasonably practicable to provide such facilities, EPT will provide to the OLO alternative facilities as set out hereafter.

OLO staff, in principle, does not need to be accompanied by EPT security staff during visits to the dedicated space inside the EPT Site building. As a consequence, no compensation for such kind of activity by EPT staff has been included in the present document but may be due in particular circumstances. However, the OLO's attention is drawn to the fact that certain restrictions will apply such as:

- Only authorised staff can enter EPT's building.
- OLO's staff should always be able to identify themselves.

4.5 Security

Access to a Collocation Equipment Room that has dedicated external access and a solid internal perimeter may be controlled either by mechanical or electronic locking in conjunction with an access control system at EPT's discretion.

The OLO acknowledges that access to each EPT Site will be controlled at all times and will provide an audit trail.

EPT will only permit access by the OLO and/or the OLO's employees, agents and contractors to the specified floor area specific to the OLO.

When at an EPT Site, all OLO employees, agents or contractors must display an appropriate identity card. Where required for use with an EPT managed access control system a suitable access card will be provided by EPT.

The buildings within the EPT estate fall into two main categories, each of which has specific security needs, as follows:

- Guarded buildings – are manned buildings which have receptionists at the access point(s) to control access.
- Unguarded buildings – are manned or unmanned buildings which have no people at the access point(s) to control access.

4.5.1 Access to Guarded Buildings

OLO employees, agents or contractors will, on production and verification of their identity card, be allowed entry to an EPT Site in order to access the Collocation Equipment Room housing the OLO equipment. Access will be limited to those areas necessary to conduct OLO business.

Access to a Collocation Equipment Room housing the OLO equipment which has only internal access within guarded building, without electronic access control, will require formal entry/exit registration against a previously agreed list of named OLO employees, agents or contractors held at the security post or reception desk.

4.5.2 Access to Unguarded Buildings

Access to unguarded buildings within the EPT estate is controlled by the following methods:

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

Access to the Collocation Equipment Room, housing OLO equipment, which has only internal access within unmanned or part-time manned buildings will be restricted to those people issued with an access card programmed to allow entry at the designated building main entrance, and their supervised visitors.

4.5.3 Access Cards

In an EPT Site where access is provided by means of an electronic access control system using access cards, only OLO employees, agents or contractors issued with an access card programmed to allow entry will be allowed automatic entry into the building.

The OLO must, without delay, report to EPT the loss of any cards issued by EPT to the OLO in accordance with EPT's instructions.

OLO cardholders may host access to a Collocation Equipment Room, housing OLO equipment, only where this involves direct and permanent supervision by the cardholder.

All cards remain the property of EPT and may be withdrawn or disabled by EPT at any time.

OLO employees, agents or contractors will only be issued with keys which allows access to a Collocation Equipment Room, housing OLO equipment, and not to any other part of a EPT building.

Lost keys issued to the OLO by EPT must be reported immediately to EPT in accordance with instruction provided by EPT at time of issue.

Employees of EPT or third parties contracted by EPT, and working under the responsibility of EPT, shall only have access to the Collocation Equipment Room, housing OLO equipment, in so far this access is necessary:

- For inspection of safety situation in the Collocation Equipment Room with regard to electrical safety, fire safety and fire hazard.
- In connection with the carrying out of maintenance work to the basic facilities.
- If unforeseen circumstances of an urgent nature such as calamities, trouble or any suspicion of trouble give cause hereto.
- For accessing EPT's premises where necessary.

For the avoidance of doubt, the OLO understands and accepts that third parties such as the

emergency services, law enforcement agencies may have a legal right of entry to EPT premises at any time including the Collocation Equipment Room housing the OLO equipment and the specified floor area.

The OLO will pay EPT the appropriate charges for any services provided under this Schedule by EPT calculated in accordance with the charges specified from time to time in the price list.

4.6 Safety Standards

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

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

4.6.1 Fire safety

Installed structures and materials chosen will be fire retarding or non-combusting. An exception applies only to outside cables, which enter a building or premises.

To reduce the risk of fire, OLOs are not allowed to temporarily store any packaging materials or other combustible materials on the allocated areas or on any space on EPT premises.

4.6.2 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 (method of measurement ISO 3741 or equivalent, measurement of equipment IEC 651 type 1 or equivalent filter A).

4.6.3 Personnel protection

Constructions will be designed in a way that it is not possible to touch components, which may injure humans as a consequence of high voltage or high temperature.

The corners and surfaces of structures, equipment and auxiliary devices shall be machined so as to eliminate the danger of injure 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.

4.6.4 Hazardous materials

All materials that are not or no longer compliant to national or EEC regulations for reasons

of health or environmental risks are prohibited in Collocation Equipment Rooms.

5 Collocation cease process

This process enables an existing Collocation, of any type, to be ceased. Three cases can occur:

- A cease requested by the OLO.
- A cease requested by EPT. This will only occur where EPT has provided the requested notice of closure of the EPT site.
- A cease request due to the termination of the agreements requiring Collocation. This will only occur where the OLO has breached its contract, ceased to be a licensed interconnect and/or unbundling operator or due to the termination of the Interconnect Agreement and/or Unbundling Agreement.

The OLO shall not be refunded for any payments made in respect of the Collocation Agreement.

5.1 Cease Process where the OLO requests the cease

- The OLO will submit a cease order for the relevant Collocation to EPT.
- Both Parties will agree a cessation date and associated project plan. EPT will accept the date proposed by the OLO provided that this date is at least one calendar month from receipt of the cease order.
- When the cessation is complete, any physical Collocation space is returned to EPT and any equipments are returned to their appropriate owners. The OLO will take out all its equipment in an agreed time-scale. After this period EPT retains the right to clear out any OLO's residual belongings left in the EPT estate at OLO's costs.

5.2 Cease process where EPT requests the cease

- EPT will submit a cease order, including a proposed cease date for the relevant Collocation to the OLO. This will be provided at least one calendar year in advance of the proposed cease date to allow the OLO to arrange for a suitable alternative.
- EPT will in addition to the cease order, send the OLO an offer of alternative arrangements for access to the affected services.
- The OLO will agree a cessation date with EPT, this date to match EPT's initial proposed date where practicable.
- If the OLO wishes to continue to provide his services to the End Users, it will submit an order form via the standard process, for a replacement Collocation facility. The timing of this order submission should be appropriately aligned with the agreed cessation date.

- EPT and the OLO will draw up and agree a coordinated cessation or migration project plan to agreed time-scales. This plan should ensure minimal service disruption during the move to any agreed new location.
- Either the cessation/migration plan will be implemented by both parties to the agreed time-scales or the Collocation will simply cease according the agreed plan.

5.3 A cease request due to the termination of the agreements requiring Collocation

- The OLO or EPT will submit a cease order for the relevant Collocation to the other Party.
- Both Parties will agree a reasonable cessation date and associated project plan.
- When the cessation is complete, any physical Collocation space is returned to EPT and any equipments are returned to their appropriate owners. The OLO will take out all its equipment in an agreed time-scale. After this period EPT retains the right to clear out any OLO's residual belongings left in the EPT estate at OLO's costs.

6 Financial conditions

6.1 Tariffs And Billing

In compensation for Collocation services provided by EPT under this RCO the OLO shall pay the tariffs provided in Schedule 1 (Tariffs).

Billing procedures are described in the Agreement between the Parties.

6.2 Bank Guarantee

The OLO will, at the request of EPT, provide for an irrevocable and unconditional bank guarantee issued in favour of EPT by an EU financial institution for an amount of 50.000,- €.

The guarantee shall be issued for a period equivalent to the duration of Collocation service offer.

7 General Conditions

7.1 Confidentiality

A Receiving Party shall keep in confidence Confidential Information and will not disclose such information to any third party unless the Disclosing Party agrees in writing to the release of that information. A Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature.

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

7.2 EPT's General Powers

Occasionally, EPT, acting reasonably, may temporarily suspend services as described in this offer:

- If required by a duly authorised national or regional authority.
- For the purpose of repair, maintenance or improvement of any of EPT's systems and apparatus required for the Collocation services.

EPT will give the OLO written notice before performing any of the things above and EPT will restore the service as soon as possible after the temporary suspension.

EPT shall have the right to disconnect the compliant equipment or any part of it without prior authorisation to the OLO if at such time in the reasonable opinion of EPT it is exposing any person to any danger of death or injury. EPT will inform the OLO on this situation within the best possible delays.

EPT shall have the right to request the OLO to disconnect the compliant equipment or any part of it in a reasonable delay if at such time in the reasonable opinion of EPT it is causing or is suspected of causing damage to the Site or EPT's telecommunications apparatus or other property or such exposure or damage is imminent. EPT will immediately notify the OLO of the circumstances in which such compliant equipment has to be disconnected. If the OLO has not disconnected the compliant equipment in a reasonable delay, EPT shall have the right to disconnect itself the compliant equipment after prior notification of the OLO.

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

In the event of a disconnection in accordance with the above, the OLO shall not reconnect the compliant equipment until the reasons for its disconnection have been remedied. Provided that if the danger or threat referred to is caused directly due to the negligence of EPT then EPT shall be responsible for the costs of reconnecting the compliant equipment.

7.3 Force Majeure

Neither Party shall be liable for any breach of this Agreement caused by force majeure. The Party affected by force majeure shall promptly notify the other of the estimated extent and duration of such inability to perform its obligations ("force majeure notification"). Upon cessation of the delay or failure resulting from force majeure the affected Party shall notify the other Party of the cessation.

If, as a result of force majeure, the performance by either Party of its obligations under this

Agreement is only partially affected, such Party shall nevertheless remain liable for the performance of those obligations not affected by 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 this Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities.

7.4 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 of this Agreement, howsoever caused.

8 Procedure For Reaching An Agreement

Collocation agreements will be negotiated and entered into, based on the standard terms and conditions approved by the ILR pursuant to the applicable legislation.

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

Requests for entering into a Collocation Service Contract with EPT must be made in writing and registered mail to the following address:

Entreprise des Postes et Télécommunications
Direction Générale
L-2020 Luxembourg
Tél: +352 47 65 1
Fax: +352 47 51 10

REFERENCE COLLOCATION OFFER

Schedule 1: Tariffs

Physical Collocation

<i>Building adaptations and basic facility infrastructure</i>	Euro
Quote for building adaptations (including estimated delays for realization)	t.b.d.
Monthly charge for the rental of the floor space, per footprint 600x600 mm including the accessibility to the equipment. Larger footprints are adapted proportionally.	Metropolitan area: 62,00 Urban area: 49,60 Rural area: 44,70
Monthly charge per used Collocation site (covering maintenance and cleaning)	210,00

<i>Electric Power Consumption</i>		Euro				
Monthly charge for unmonitored AC Electric Power Consumption - per required fuse power in kW		59,00				
Monthly charge for monitored AC Electric Power Consumption - per required fuse power in kW		117,70				
Monthly charge for monitored 48V DC Electric Power Consumption:						
		Installed fuse				
		10A	16 A	20 A	25 A	32 A
Measured current	up to 10 A	74,35 €	99,75 €	116,67 €	137,83 €	167,45 €
	up to 16 A	/	118,96 €	135,90 €	157,06 €	186,67 €
	up to 20 A	/	/	148,70 €	169,87 €	199,49 €
	up to 25 A	/	/	/	185,88 €	215,51 €
	up to 32 A	/	/	/	/	237,93 €

<i>Access control</i>	Euro
Unique fee for issuing an access card and a physical access key	38,70
Monthly charge for access control by access cards	5,80
Fee in case of lost of a card / key	30,80

<i>Special requirements</i>	Euro
EPT manpower for special works required by the OLO - per hour	69,50
Extra co-location facilities: (extra power sockets, lighting,...)	Bespoke

Distant Collocation

	Euro
Distant Collocation	Bespoke

REFERENCE COLLOCATION OFFER

Schedule 2: Definitions

Agreement	The agreement between EPT and OLO, including the schedules and – if relevant – amendments on this agreement or schedules.
Collocation Agreement	Agreement based on the Reference Collocation Offer (RCO) of EPT
Collocation	The provision by EPT of physical space and technical facilities necessary to reasonably accommodate and connect the relevant equipment of an OLO.
Collocation Equipment Room	Physical space in EPT site allocated for Collocation purposes.
Confidential Information	Information that is not to be shared by others than EPT and the relevant OLO.
Disclosing Party	The party in an agreement handing over confidential information.
EPT	Entreprise des Postes et Télécommunications, an autonomous “Etablissement Public” created by the “Loi du 10 août 1992 portant création de l’entreprise des postes et télécommunications”.
ETS	European Telecommunication Standards
FCP	Fault Contact Point
Fault Report	Report written by OLO and sent to EPT in case of faults discovered within the Collocation service.
ILR	Institut Luxembourgeois de Régulation. The national regulatory authority in Luxembourg.
Interconnect Agreement	Agreement based on the Reference Interconnect Offer (RIO) of EPT
Other Licensed Operator (OLO)	Any legal or natural person exploiting telecommunications networks and/or services subject to a license pursuant to Article 7 of the Law of March 21, 1997 on Telecommunications.
Parties	EPT and the OLO with which an Agreement for the provisioning of Collocation services by EPT is (being) concluded.
Receiving Party	The party in an agreement receiving confidential information.
Reference Collocation Offer (RCO)	The present offer for Collocation services.
RIO	Reference Interconnect Offer
RUO	Reference Unbundling Offer
Shelter	Building or container housing telecom equipment.
Site	A physical building housing telecom equipment.
Unbundling Agreement	Agreement based on the Reference Unbundling Offer (RUO) of EPT