



Reference Co-Location Offer

Entreprise des Postes et Télécommunications

01/01/2009-31/12/2010

Prices in Euro

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1. Introduction

1.1. Purpose

This Reference Co-Location Offer ("RCO") provides for the Co-Location terms and conditions, which shall apply and be granted by the Entreprise des Postes & Télécommunications ("EPT") to applying Operators for the provisioning of EPT's Co-Location Services as further defined in Article 2 below.

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

The Interconnection and/or LLU Services (or any part thereof) as from time to time referred to in this RCO are part of and subject to, as the case may be, the applicable Reference Interconnection Offer ("RIO"), the applicable Reference Unbundling Offer ("RUO") and/or the applicable Reference DSL Offer ("RDSLO") and shall be provided by EPT to the Operators in compliance with the specific terms and conditions of the said RIO, RUO and/or RDSLO, it being specified that the terms and conditions of this RCO shall in any case prevail on the said RUO, RIO and RDSLO to the widest extent possible in respect to the Co-Location Services.

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

1.2. Amendments

The content of this RCO may be timely reviewed and amended in order to comply with applicable Law, it being understood that such revisions and amendments must be formally approved or adopted by the ILR.

Furthermore, the ILR reserves the right to request or impose on EPT modifications to the applicable RCO or the adoption of a new RCO to be undertaken by EPT.

1.3. Services covered

The Co-Location Services offer the possibility for a given Operator to locate its own transmission equipment within a dedicated Co-Location Equipment Room in an EPT's Site directly or in an adjacent facility to such as EPT's Site or SLCP for enabling the said Operator to perform and achieve interconnection, to access LLU Services and/or to access DSL Services as defined by the Law.

1.4. Term

This RCO is valid as from 1st January 2009 until 31st December 2010, unless:

- A new RCO is approved or adopted by the ILR.
- A material change occurs in the Law in Luxembourg.

In case before the occurrence of the 31st December 2010 a new RCO is not formally approved or adopted by the ILR, this RCO shall remain in full force and effect after 31st December 2010 until such a new RCO approved or adopted by the ILR enters into force.

1.5. Interpretation rules

Unless defined otherwise herein, the terms used in this RCO shall be interpreted in accordance with the Luxembourg Laws dated May 30th, 2005 relating to electronic communications networks and services.

1.6. Prices

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

2. Definitions

Defined Terms	Meaning
Adjacent Co-Location	Provision of an extension of the tie cables from an MDF in a given EPT's Site to the concerned Operator's Co-Location Shelter installed on or close to of the said EPT's Site for LLU Services as defined in the RUO and/or for DSL Services as defined in the said RDSLO.
Co-Location Agreement	The agreement between EPT and the concerned Operator, including the Schedules and – if relevant – amendments thereto, covering Co-Location Services and which: (i) has already been executed prior to the entry into force of this RCO and shall be automatically amended thereby, or which (ii) will be later on executed for the purpose of and in compliance with this RCO, which shall be an integral part thereof.
Co-Location Equipment Room	Either physical space in EPT's Site or Co-Location Shelter or Rack Space allocated for the purpose of providing Co-Location Services to other Operators.
Co-Location Rack Space	Co-Location Space reserved for hardware mounting in a Co-Location Shelter, it being specified that the standard rack size is 19".
Co-Location Request	The written request whereby an Operator formally requests to EPT to carry out a full Site Survey, if necessary, for Co-Location Services, as the case may be, at a given Co-Location Equipment Room or nearby or in an EPT's SLCP 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.
Co-Location Shelter	Building or container housing telecom equipment provided by EPT under this RCO close to an existing EPT's Site, respectively close to or in a SLCP
Co-Location Space	Specific physical space(s) and/or Co-Location Rack Space(s) reserved by EPT in a given Co-Location Equipment Room for a given Operator according to the needs expressly specified by the latter.
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.
Distant Co-Location	The Co-Location Equipment Room, generally under the Operator's responsibility, installed in the vicinity of the concerned EPT's Site.

DSL Agreement	The agreement between EPT and the Operator for the provisioning of DSL Services to the Operator in compliance with the applicable RDSLO.
DSL Services	xDSL service(s) provided as wholesale product by EPT to other Operators as specified in the applicable RDSLO
End-User	Any natural or legal person with whom EPT or Operator(s) has entered into an agreement for the provision of publicly available telecommunication services.
EPT	Entreprise des Postes et des Télécommunications, an autonomous “ <i>Etablissement public</i> ” created by the “ <i>Loi du 10 août 1992 portant création de l’Entreprise des Postes et Télécommunications</i> ”.
EPT 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, Co-Location Equipment Rooms, etc.
EPT’s Site	A site or a building owned or rented by EPT for the purpose of providing telecommunications services to End-Users .
ETS	European Telecommunication Standards.
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.
ILR – Institut Luxembourgeois de Régulation	The national regulatory authority in Luxembourg.
Interconnect Agreement	The agreement between EPT and the concerned Operator based on the applicable RIO for the provision of and access to Interconnection Services as defined in the said RIO.
Interconnection Services	Interconnection services as described in the applicable RIO.
Law	All relevant and applicable Luxembourg and EU legislations, including their respective implementation rules, regulations and decrees, in particular those applicable to the telecommunications sector and/or to the provision of telecommunications services.
LLU Services	Unbundling services, including as the case may be metallic path facility, sub-loop unbundling services or shared local loop services, as defined in the applicable RUO.
Local Exchange	The telephony exchange closest to a given End-User.
MDF – Main Distribution Frame	The termination point of the raw copper circuit in EPT’s Local Exchange building.
MPF – Metallic Path Facility	A twisted pair of fully metallic continuous unequipped copper wires on the section between EPT’s MDF at the EPT Local Exchange and the relevant End-User’s address connected on a Network Termination Point if it exists.
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.
Operator	Any legal or natural person exploiting telecommunications networks and/or providing telecommunications 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	The present reference offer for Co-Location Services.
RDSLO - Reference DSL Offer	The applicable EPT's reference offer for DSL Services currently in force.
RIO – Reference Interconnection Offer	The applicable EPT's reference offer for Interconnection Services currently in force.
RUO – Reference Unbundling Offer	The applicable EPT's reference offer for LLU Services (including as the case may be metallic path facility, sub-loop unbundling services or shared local loop services) currently in force.
Receiving Party	The Party in an agreement receiving Confidential Information.
Schedule(s)	The schedule(s) attached to this RCO, as listed in its table of contents.
Shelter	Building or container housing telecom equipment.
Site	Physical building housing telecom equipment.
Site Survey	The EPT's Site investigation to be carried out by EPT or by EPT's subcontractors on a given Co-Location Equipment Room upon the Operator's serving of a Co-Location Request to provide the Operator as to the available Co-Location Services and/or Co-Location Space(s) either with <i>Entreprise des P & T Luxembourg</i> preliminary indications (initial Site Survey) or with detailed specifications after further investigations (full Site Survey).
SLCP(s) – Sub Loop Connection Point(s)	The relevant SLCP(s) referred to under the applicable RUO.
Street Cabinet	The distributor allowing cross-connection between the feeder cable pairs and the distribution cable pairs.
Unbundling Agreement	The agreement between EPT and the concerned Operator based on the applicable RUO for the provision of and access to LLU Services as defined in the said RUO.

3. Service Description

3.1 The Co-Location Services shall:

- only be provided to an Operator, that has priory and validly concluded with EPT (i) an Interconnect Agreement based on the applicable RIO, (ii) an Unbundling Agreement based on the applicable RUO, and/or (iii) a DSL Agreement based on the applicable RDSLO;

- be provided by EPT to the Operator in accordance with the terms and conditions of this RCO;

- only be provided within or adjacent to an existing EPT's Site or a SLCP. EPT will not structurally change or build any new EPT's Sites or Co-Location Equipment Room or a SLCP to provide such Co-Location Services or any additional Co-Location Space. If no existing floor space, for the purpose of Co-Location, is available anymore in the existing Co-Location Equipment Room, EPT may with the assent of the first Operator(s) install a special outside Co-Location Shelter on its premises, which will serve as a Co-Location Equipment Room. This container can only be used by both Parties for the sole purposes of Co-Location Services and shall be shared with all Operators under the same terms and conditions as a Co-Location Equipment Room in an existing EPT's Site.

3.2 Co-Location Services provided by EPT to a given Operator under this RCO shall be expressly limited, as relevant for the said Operator, to:

- (i) EPT's **Sites** having either a national or a regional interconnection as defined in the said RIO for the purpose of achieving interconnection, and/or
- (ii) EPT's Sites and SLCPs suitable for LLU Services as defined in the applicable RUO for the purpose of achieving unbundling, and/or
- (iii) EPT's Sites suitable for DSL Services as defined in the applicable RDSLO for the purpose of achieving DSL Access:

4. Co-Location types and provisioning

There are three (3) types of Co-Location site configurations:

- Co-Location within an existing EPT's Co-Location Equipment Room;
- Co-Location in a Shelter adjacent to an existing EPT's Site or SLCP; and/or
- Co-Location in an Operator's owned distant location site.

4.1. Co-Location within an existing EPT's Co-Location Equipment Room

4.1.1 Description

The Co-Location Space within or nearby an existing EPT's Site or within or nearby an SLCP shall consist of:

- (i) a designated floor space within a given Co-Location Equipment Room at a given EPT's Site, or
- (ii) a rack space within an SLCP or within a Co-Location Shelter.

The following basic facilities shall be accessible at a Co-Location Equipment Room:

- physical Co-Location Space as expressly allocated to or reserved for a given Operator, being either a physical floor space occupied by the physical Co-Location cabinet installed by the Operator or a Co-Location Rack Space occupied by the physical equipment set installed by the Operator under the terms and conditions of this RCO;
- 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 Site or SLCP to provide the fiber facility link; and
- basic facilities as described in Article 4.1.2 (Basic facilities of the Co-Location Equipment Room).

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.

The Operator's fiber optic cable for the physical Co-Location Equipment Room shall be provided as specified below:

- EPT shall provide cable duct(s) up to the border of the publicly owned land with the concerned EPT's Site or SLCP;
- the Operator shall provide the fiber optic cable up to the cable duct(s) provided by EPT; and
- EPT shall bring the Operator's fiber optic cable through the EPT's cable duct(s) into the physical Co-Location Equipment Room.

For the avoidance of doubt, the above-mentioned installation of the fiber optic cable shall be implemented by EPT under its sole responsibility.

The costs for the provisioning by EPT of the cable ducts and installation of Operator's fiber optic cable as set forth above from the boundary of EPT's Site to the physical Co-Location Equipment Room shall be entirely charged to the Operator in compliance with the Article 7.1 below.

4.1.2 Basic facilities of a Co-Location Equipment Room

The costs related to the installation and adaptation of a Co-Location Space or a Co-Location Equipment Room as the case may be, 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 Equipment Room).

4.1.2.1 AC power supply for occasional use:

230 VAC power supply is made available by EPT solely for the purpose of occasional and temporary use by the Operator in order 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 Co-Location Equipment Room for standard 230 VAC '*unmonitored*' power supply (Availability as defined in 4.1.3.3).

4.1.2.2 Earthing:

The earthing system available at a given Co-Location Equipment Room will be in accordance with ETS 300 253 and ITU-T recommendation K27. The minimum earthing facility will be a ring line in the Co-Location Equipment Room that has multiple links to the building-based earthing facilities, it being specified that Co-Location Shelters shall include their own earthing system.

4.1.2.3 Climate Control:

No Air-conditioning equipment will be provided by EPT as a basic facility of a Co-Location Equipment Room or SLCP. Such air-conditioning equipment may be installed only if expressly ordered by one of the Operators hosted in the said Co-Location Equipment Room. The Operators hosted in a given Co-Location Equipment Room shall then commit to take in charge the costs related to later installation or extension of the air-conditioning system when the specifications of the initial one can no longer be met due to higher heat dissipation within the Co-Location Equipment Room. EPT shall in no case be held responsible for fulfilling the air-conditioning requirements set forth in the recommendation ETS 300 019-1-3 class 3.1 in Co-Location Equipment Room(s) where no air-conditioning equipment has been ordered by any Operators.

4.1.2.4 Floor:

A raised floor will be installed where technically feasible in a Co-Location Equipment Room.

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.

4.1.2.5 Common utility equipment:

Each Co-Location Equipment Room not being a Co-Location Shelter 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;
- distribution board for 48 Vdc power supply;
- distribution board for 230 Vac power supply; and
- digital distribution frame for 2 Mbit/s links.

Each Co-Location Rack Space in an existing EPT's SLCP will be provided with 48 V dc power supply (up to 500 Watt) and a ventilation system for heat evacuation.

Each Co-Location Shelter nearby an existing EPT's SLCP will be provided with 230V AC power supply. Depending on the requirements of the electricity distribution company, the power supply will either be shared with EPT or dedicated to the given Co-Location Shelter. For the sake of clarity, in case a Co-Location Shelter has to be installed and/or used under this RCO, EPT shall only provide the Shelter to the Operator, while the hardware mounting structure as well as all other relevant facilities (such as e.g. rectifier, patch panels, etc.) shall be provided, installed and maintained by the Operator(s) under its (their) entire responsibility.

All internal cabling in the Co-Location Equipment Room will be installed by EPT and charged to the applying Operators in compliance with Article 7.1 below.

4.1.3 Optional facilities of a Co-Location Equipment Room

EPT will provide, where technical feasible, the following optional facilities to the Operator on its request. The installation and adaptation costs of the Co-Location Equipment Room and 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 Co-Location Equipment Room, 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) and made available to the Operator as set forth in Article 4.1.4.4.

4.1.3.1 48V DC no break power supply:

The optional 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 Co-Location Equipment Room not being a Co-Location Shelter. The Operator shall specify the required power capacity at the time of the Site Survey. The supply and installation of power cable(s) to the Co-Location Space shall be at charge and under the liability of the concerned Operator.

In the distribution board fuses with a maximum value of 63A shall be used.

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 or a duplicated 48V DC circuit, as further set forth in Schedule 1 (Tariffs). In case a duplicated circuit is installed, the 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 Operator shall specify to EPT in principle 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.

4.1.3.2 230V AC monitored power supply:

The optional provision of a 230V AC monitored power supply in Co-Location Equipment Room not being a Co-Location Shelter shall be accompanied with a backup by means of a generator. In this case, '*Monitored*' means that in case of an electricity supply interruption, the supply will be taken over by a different electricity source. Take-over time may vary according to the concerned Co-Location Equipment Room not being a Co-Location Shelter and will be specified in the Site Survey. The generator may be permanently installed on a Co-

Location Equipment Room not being a Co-Location Shelter or may consist of a mobile generator, which will be brought to place in case of a prolonged power failure.

For the purpose of the above, the Operator shall specify the required power capacity at the time of the initial Site Survey and in any case before the launching of the full Site Survey if any. The installation of power cable(s) to the Co-Location Space will be at the Operator's charge.

In the distribution board, fuses with a maximum value of 16A shall be used.

The monthly charge of 230V AC monitored electric power consumption shall be as defined in Schedule 1 (Tariffs). The Operator shall be charged in addition with a monthly rental fee for the required fuse power in kW.

4.1.3.3 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 only in the Co-Location Equipment Room not being a Co-Location Shelter. Operator must specify the required power capacity at the time of the Site report. The installation of power cable(s) to the Co-Location Space will be at the Operator's charge. 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). Operator will be charged a monthly rental fee for the required fuse power in kW.

4.1.4 Provisioning

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

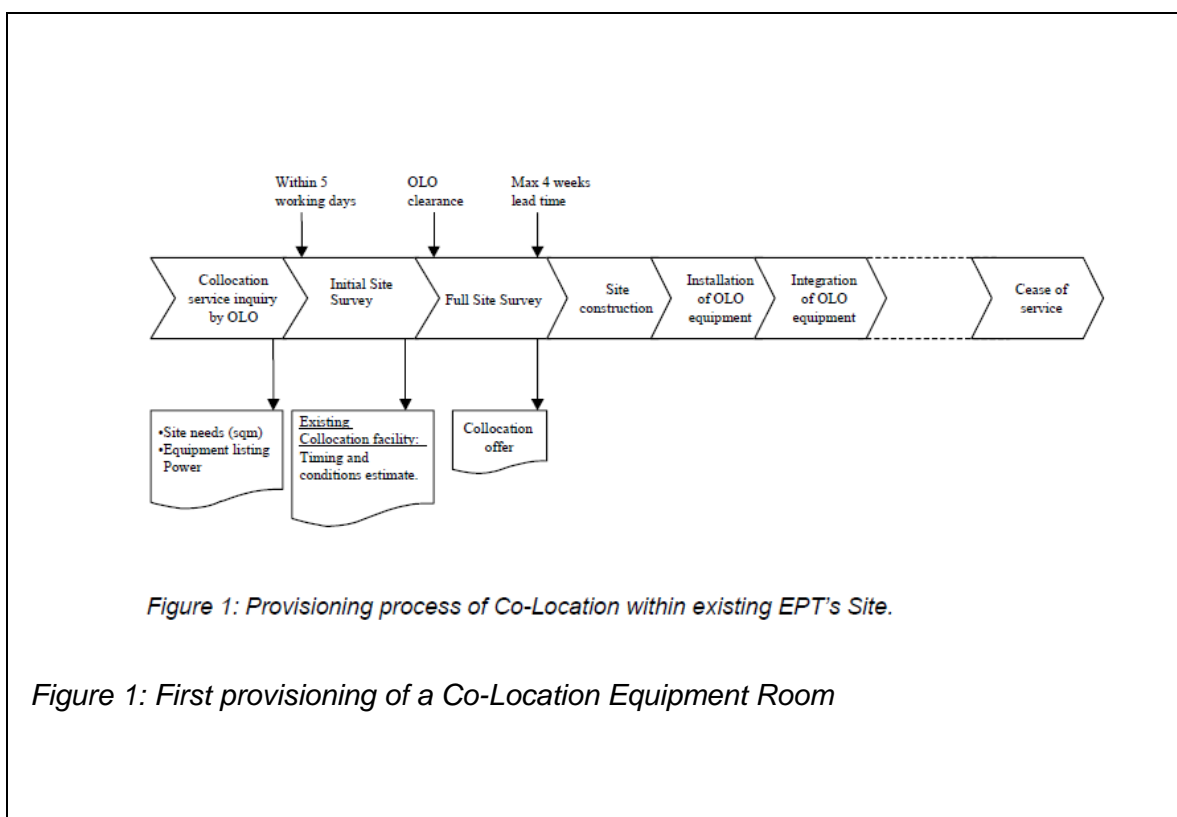


Figure 1: Provisioning process of Co-Location within existing EPT's Site.

Figure 1: First provisioning of a Co-Location Equipment Room

4.1.4.1 First provisioning of a Co-Location Equipment Room

4.1.4.1.1 Principles

An Operator interested in establishing a Co-Location at a specific Co-Location Equipment Room, can request EPT for information regarding the availability of Co-Location Services at the said Co-Location Equipment Room. Requests for Co-Location can only be made for Co-Location Equipment Rooms housing EPT's equipment necessary for Interconnection, LLU Services and/or DSL Services. In the above-mentioned request, the Operator shall at least describe precisely its needs regarding the referred Co-Location Equipment Room as well as the type of equipment it wishes to install therein.

Within five (5) working days of receiving such an Operator's request, EPT will give the Operator a preliminary indication whether a Co-Location Equipment Room already exists or Co-Location Space(s) is(are) available at this Co-Location Equipment Room, as well as an indication of the timing and conditions for such a Co-Location implementation. If further to the initial Site Survey Co-Location Equipment Room or Co-Location Space(s) have to be arranged to comply with the Operator's Co-Location Request, full Site Survey(s) shall be carried out and invoiced to the Operator as set forth in Schedule 1 attached hereto, while EPT will provide a non-disclosure agreement specific to such investigations and the results thereof for execution by the Operator. If Co-Location Services are not possible at the requested Co-

Location Equipment Room, EPT will motivate and prove the reason(s) thereof to the concerned Operator.

If, in a given EPT's SLCP or Co-Location Shelter, no more Co-Location Rack Space is available, a new Co-Location Shelter can be installed nearby the said SLCP. In such case, the concerned Operator(s) shall fully install it under its (their) full responsibility (including the civil works necessary therefore), while EPT will provide and install tie cables between the said new Co-Location Shelter and the concerned existing EPT's SLCP or Co-Location Shelter.

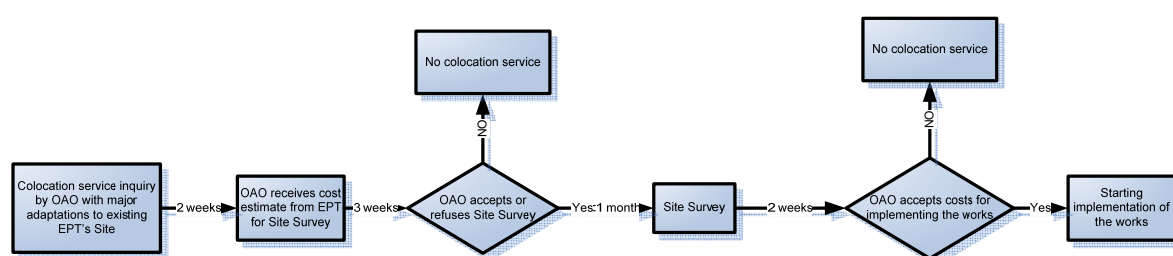
In case of a planned new EPT's SLCP, EPT will inform the Operators of such project at the latest two (2) months before its planned installation date by mail and an online information system. If one or more Operator(s) confirm(s) by letter to EPT at the latest within four (4) weeks after receipt of EPT's information as to the said planned installation date that it (they) will co-invest in the concerned SLCP, EPT will take in charge the coordination of the works requested for its installation. The related costs for providing Co-Location will be handled in the same way as applicable for a Co-Location Equipment Room in an EPT's Site. If, within the frame of the above planned new EPT's SLCP, the effective number of Operators having confirmed their decision to co-invest as set forth here above goes beyond the initial specifications of the said new EPT's SLCP, EPT will install a new Co-Location Shelter.

After having prior accepted the above-mentioned conditions, the Operator may request EPT to carry out a full Site Survey for Co-Location Services at the given Co-Location Equipment Room and shall issue for this purpose a formal Site Survey request.

In case of a proven necessity that a received Co-Location Request requires major adaptations to existing EPT's Site, the full Site Survey shall be carried out by an independent research consultancy ("*bureau d'études*") duly authorized for such type of work in Luxembourg. In such case, EPT will submit to the requesting Operator the cost estimate of the proven best offer and minimal costs together with an related time schedule applicable to the carrying out of the concerned full Site Survey by such an independent research consultancy ("*bureau d'études*"), strictly covering the works necessary to achieve the concerned Site Survey within a delay of two (2) weeks. The Operator shall notify to EPT, within maximum three (3) weeks, whether it accepts or refuses to appoint the said independent research consultancy ("*bureau d'études*"). In case the Operator confirms its acceptance thereof, EPT will mandate the said independent research consultancy ("*bureau d'études*") to carry out the said full Site Survey based on the so accepted cost estimate and time schedule within one (1) month. The duration of collective holidays of concerned workforce is excluded from this time schedule. Upon receipt of the full Site Survey carried out by the so vested independent research consultancy ("*bureau d'études*"), EPT will provide a full copy thereof to the Operator. The Operator shall, within two (2) weeks, notify to EPT whether it accepts or not the implementation of the works as specified in the concerned full Site Survey. Upon Operator's acceptance thereof, the adaptation works of the existing EPT's Site shall be implemented by the concerned independent research consultancy ("*bureau d'études*"), which shall implement the project management services to execute the necessary adaptations to prepare a Co-Location Equipment Room compliant to the specifications mentioned in the RCO under EPT's supervision and liability. The costs of the works as described in the cost estimate shall be transparently charged by EPT to the Operator accordingly, in compliance with Article 7.1. EPT shall be held responsible for the estimated timing indicated in the cost estimate and time schedule to

execute the said adaptations. EPT may foresee penalties with the “bureau d’études” for the timely completion of the adaptations, in such case, EPT and the Operator may receive an equally part of the penalties. EPT may arise specific conditions where the responsibility of the “bureau d’études” is removed, and also the responsibility of EPT is discarded. These specific conditions are, exclusively, related to conditions of “force majeure”, or “totally unpredictable situations”.

In case the received Co-Location Request does not require adaptations to existing EPT’s Site, EPT will send to the requesting Operator, at the latest four (4) weeks after receipt of the relevant valid Co-Location Request, detailed and transparent information compliant to the provisions of Article 7.1 below and indicating the costs of the required Co-Location facilities to host the Co-Location Services required by the Operator and related time schedule.



The figure above describes the procedure an OAO shall follow in order to request a collocation service which requires major adaptations to an EPT's site. First the OAO receives a cost estimate of the site survey. If the OAO accepts the cost estimate, the site survey is executed and the resulting cost estimate for the transformation of EPT's site to implement the collocation service is sent to the OAO. If the OAO accepts this cost estimate, the related works are executed.

In case EPT receives three (3) or more Co-Location Requests during the same period, the delay of four (4) weeks cannot be guaranteed by EPT. Should the case arise, EPT will duly inform the concerned requesting Operator(s) and will provide it (them) with a reasonable processing time.

The common adaptation and installation costs will cover the costs for the adaptation of the concerned EPT's Site or SLCP to the specific security and operational requirements applicable to the requested Co-Location Services. Shall also be included therein the installation of the appropriate utility equipment intended to implement and maintain the adequate environmental and operational conditions required by Co-Location, while such utility equipment shall be common to the entire Co-Location Equipment Room.

The common adaptation, Site Survey and installation costs shall be borne at 100% by the first Operator(s) requesting Co-Location. For the avoidance of doubt, in case several Operators request Co-Location Services, the said common adaptation, site survey and installation costs shall be shared equally between the said Operators and be consequently invoiced by EPT.

Fifty percent (50%) of the costs shall be paid by the Operator at the time the firm order for Co-Location arrangement is submitted to EPT to confirm the firm order, while the remaining fifty percent (50%) shall be paid after completion of the concerned premises adaptation, as contradictory accepted by both EPT

and the concerned Operator(s), and in any case prior to the installation of the Operator's equipment.

When an additional Operator requests Co-Location Services in an existing Co-Location Equipment Room where other Operator(s) is (are) already hosted, it will be charged $[100/(n+1)]$ % of the common costs paid by the first Operator(s) plus a fee covering EPT's administration costs in compliance with Article 7.1. The amount paid by the additional Operator(s) will be refunded, within maximum thirty (30) days as from the date of the payment received by EPT from the concerned additional Operator(s), to the first Operator(s) with deduction of EPT's administrative costs covering rebilling and financial costs compliant to the provisions set forth in Article 7.1.

The same procedure shall apply to any Operator(s) not already hosted in a given Co-Location Equipment Room and issuing subsequent Co-Location Request(s) for the said Co-Location Equipment Room.

Should the case arise that the Operator, solely or together with other Operators, requests EPT to provide a Co-Location Equipment Room which should not be equipped with all basic facilities as specified in Article 4.1.2 (Basic facilities of the Co-Location Equipment Room), EPT will examine the Operator's Co-Location Request and will in principle only accept it when such a request appears to be reasonable and duly justified by the Operator. Nevertheless, despite such acceptance of a not conform Co-Location Request, EPT shall in no case be or be held responsible for any direct or indirect damages or costs related to the Operators' request for shortage of facilities installed in the Co-Location Equipment Room. If an additional Operator requests EPT to install more or all basic facilities as foreseen in Article 4.1.2 (Basic facilities of the Co-Location Equipment Room), the Operator(s) having first applied for Co-Location Services in this Co-Location Equipment Room shall have to prior accept the installation of the requested additional basic facilities and shall be charged accordingly for the special expenses caused by the later modification or transformation of the Co-Location Equipment Room.

4.1.4.1.2 Exceptions

As the first provisioning of Co-Location Services at the Co-Location Equipment Rooms located in Luxembourg-Gare and Luxembourg-Belair have not been charged to the first applying Operator(s) as set forth above, the exceptions specified below shall apply to these two Co-Location Equipment Rooms.

When an additional Operator requests the provision of Co-Location Services in any of those two Co-Location Equipment Rooms, it will not be charged of the common costs set forth in Article 4.1.4.1 as those common costs haven't been charged to the first Co-Location requesting Operator(s) in the past. Consequently, the first Co-Location requesting Operator(s) shall not receive any refunds from additional Operator(s).

Nevertheless, all further upgrades or adaptations of the Co-Location Equipment Room shall be charged to the Operator(s) as defined in article 4.1 (Co-Location within existing EPT's Site).

4.1.4.2 *Extension of an existing Co-Location Equipment Room not being a Co-Location Shelter*

When (i) an Operator already hosted in a given Co-Location Equipment Room requests additional Co-Location Space or when (ii) an additional Operator requests Co-Location Services in a Co-Location Equipment Room where all

footprints have already been allocated, all Operator's already hosted at this specific Co-Location Equipment Room shall have to prior accept the extension of a Co-Location Equipment Room as the costs of such an extension shall be shared equally between them and the additional requesting Operator(s). The extension of a Co-Location Equipment Room shall cover and include all building adaptations and all common utility infrastructure adaptations necessary for EPT to be able to provide the requested Co-Location Services without impacting negatively the Co-Location Services then provided to already hosted Operator(s). Such an extension may be a simple enlargement of the existing Co-Location Equipment Room but may as well imply the construction of a completely new Co-Location Equipment Room as specified in Article 4.1.4.1. In any case, the process will be transparent and compliant to the provisions set forth in Article 7.1 below.

When an Operator already hosted in a given Co-Location Equipment Room requests additional Co-Location Space(s) imposing an extension of the said Co-Location Equipment Room, the costs related to such extension shall be shared equally between all already hosted Operator(s) (i.e. $100/n$ %) and be consequently invoiced by EPT. When an additional Operator requests Co-Location Space imposing the extension of an existing Co-Location Equipment Room, it will be charged $[100/(n+1)]$ % of the extension costs plus $[100/(n+1)]$ % of the common costs paid by the first Operators plus a fee covering EPT's administration costs in compliance with the Article 7.1 below. The $[100/(n+1)]$ % of the common costs paid by the additional Operator will be refunded, within maximum thirty (30) days as from the date of the payment received by EPT from the concerned additional Operator(s), to the established Operator's with deduction of the administrative costs covering rebilling and financial costs compliant to the provisions set forth in Article 7.1 below. The said refunding payments will be made available to the Operator as set forth in Article 4.1.4.4.

4.1.4.3 Upgrade of an existing Co-Location Equipment Room

The Operator can request, solely or together with other Operators already hosted in the same Co-Location Equipment Room, an upgrade of facilities or any other additional requirements of the Co-Location Equipment Room at its/their own expenses. EPT will examine such request(s) and in principle accept it only if it is reasonable and duly justified in view of the Co-Location Services offered pursuant to this RCO and provided the adaptations needed to meet these additional requirements are technically and economically feasible.

EPT can request an upgrade of facilities or any other additional requirements of a given Co-Location Equipment Room at the expenses of the Operators already hosted in the concerned Co-Location Equipment Room 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) and to the extend the concerned Operators have prior accepted it. Should the concerned Operators refuse such an upgrade, EPT shall in no case be held liable of the consequences or of the damages incurred further to the lack of such an upgrade.

Other upgrades of the Co-Location Equipment Room may be performed after common agreement between EPT and the Operators already hosted in the concerned Co-Location Equipment Room.

4.1.4.4. *Transparency of the costs billed and refunded to the Operator(s) in relation to Articles 4.1.4.1 to 4.1.4.3*

EPT shall publish on its website for wholesale regulated operators services the following data, and will update this data on a monthly basis:

Common Co-Location costs billed within existing EPT's Site or SLCP

Name of the concerned EPT's Site or SLCP	Number of Operator(s) actually hosted	Common costs billed	Date of billing	Number of Operator(s) hosted at the date of billing	Number of Operator(s) refunded	Refunded amount(s)

4.2. Adjacent Co-Location and Distant Co-Location

4.2.1 Adjacent Co-Location (Co-Location in a Shelter adjacent to an existing EPT's Site or SLCP)

Adjacent Co-Location shall be strictly limited to the provision of LLU Services for the sole purposes of terminating tie cable(s) onto an MDF or SLCP as set forth in the applicable RUO.

Adjacent Co-Location is the service according to which EPT offers an extension of the Tie Cables (including both copper and optic fiber) from the MDF or Sub Loop connection Point in an EPT's technical building or SLCP to the concerned Operator's Co-Location Shelter installed on or near the boundary of EPT's Site or SLCP for the purpose of LLU Services as specified here above.

The adjacent Co-Location facility shall consist of a lockable Shelter, procured by the Operator.

EPT shall bring tie cable from a dedicated block on the MDF or SLCP through the external EPT's cable ducts to the concerned hand-over shelter. All necessary works for pulling tie cable through the ducts and relevant connection in the cross connection cabinet shall be implemented exclusively by EPT's staff or by a private firm vested by EPT for that purpose. The related costs compliant to the provisions set forth in Article 7.1 will be charged by EPT to the Operator.

4.2.2 Distant Co-Location

The Distant Co-Location room shall be installed in the vicinity of the concerned EPT's Site or SLCP.

In principle, any Distant Co-Location room is and will remain under the sole Operator's responsibility. This principle may be amended on a case by case basis having regards to the specific circumstances with EPT's prior express approval and after detailed specifications of the modalities applicable thereto.

Distant Co-Location is the service according to which EPT offers an extension of the tie cables (including both copper and optic fibre) from the MDF in an EPT's

technical building or SLCP to a manhole on the boundary of EPT's Site for the purpose of junction with the Operator's cabling for LLU Services.

Howsoever, upon an Operator's express request, EPT will provide an offer to extend the above-mentioned tie cables to the Distant Co-Location room specified by the Operator. In such case, the concerned Operator's request shall expressly provide all relevant and/or appropriate details and data of its Co-Location room as well as the detailed specifications of its needs. Upon receipt of a valid Operator's request, EPT will proceed with a feasibility study of the requested Distant Co-Location within an one (1) month time period having regards to the specificities and technical constraints of the relevant Distant Co-Location request.

Provided the results of the said feasibility study are positive, EPT will provide the Operator with a Distant Co-Location set-up offer related to the said Co-Location request, specifying the relevant point of interconnection between the Operator's infrastructure and EPT Infrastructure respectively, as well as the terms and conditions of such a Distant Co-Location, specifying:

- (i) the tariffs and prices offered by EPT for the purpose of the concerned Distant Co-Location deployment, it being specified that those tariffs and prices shall be compliant to the provisions set forth in Article 7.1;
- (ii) as appropriate, the works and duties to be carried out to achieve the said Distant Co-Location, such as (a) building a manhole on EPT's boundary or a duct space from EPT's Site or SLCP, (b) bringing tie cable(s) from EPT's MDF or SLCP to this manhole and splicing between EPT's and Operator's cable(s), (c) providing tie cable connections from EPT's MDF or SLCP to the Operator's distant Co-Location site, and/or (d) carrying out construction services or civil works on buildings, duct space or manholes where the concerned Distant Co-Location is required, as well as the Party responsible for each of the relevant type of works and/or duties, including the exact extend of such responsibility; and
- (iii) a first estimation of the time period needed to achieve the concerned Distant Co-Location.

For the avoidance of doubt, the above-mentioned Distant Co-Location set-up offer shall be valid for a maximum thirty (30) calendar day time period. Upon expiry of the said validity period, the tariffs and/or prices specified in the said Distant Co-Location set-up offer may be reviewed upwards and/or downwards by EPT compliant to the provisions set forth in Article 7.1.

In case the results of the said feasibility study are negative, EPT will inform the Operator thereof, duly motivate to the latter the reasons of such negative outcome and, if relevant or appropriate or upon express Operator's request therefore, propose an alternative solution.

In any case of Distant Co-Location, the penetration to the manhole can only be done after prior authorization by EPT's staff and shall comply with any instructions given in relation thereto by EPT's staff.

4.2.3 Provisioning process for both Adjacent or Distant Co-Location

The fundamentals of the provisioning process for either Adjacent or Distant Co-Location are described in figure 2 below.

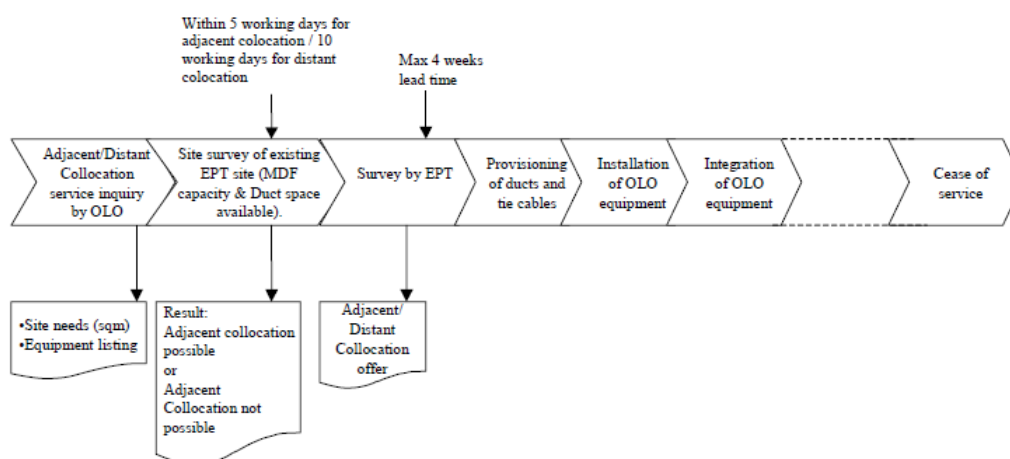


Figure 2: Provisioning process of Adjacent or Distant Co-Location.

Upon receipt of a valid Co-Location Request issued by an Operator for either an Adjacent or a Distant Co-Location, EPT will conduct an initial Site Survey of the relevant EPT's Site.

In case of an Adjacent Co-Location request, EPT will provide the Operator within five (5) working days after receipt thereof with a preliminary indication whether an adjacent Co-Location facility is immediately possible. If an Adjacent Co-Location is not immediately possible at the requested EPT's Site or SLCP, EPT will motivate to the Operator the reasons thereof.

In case of a distant Co-Location Request, EPT will respond to the Operator within ten (10) working days indicating whether or not distant Co-Location is immediately possible. If distant Co-Location is not immediately possible at the requested EPT's Site or SLCP, EPT will motivate to the Operator the reasons thereof.

At the latest four (4) weeks after the relevant valid Co-Location Request and provided the requested Co-Location is immediately possible, EPT will send a detailed and transparent offer to the Operator indicating the cost estimate and time schedule of the strictly necessary adaptations in compliance with the provisions set forth in Article 7.1.

4.3. EPT's refusal of an Operator's Co-Location Request

Despite a valid Operator's request for a Co-Location Equipment Room within an existing EPT's Site or SLCP or in a Shelter on the boundary to an existing EPT's Site or SLCP, EPT may be obliged to refuse the concerned Co-Location for reasonable grounds, such as in particular technical constraints or lack of space in a Co-Location Equipment Room or EPT's SLCP.

In such a case, EPT will within two (2) or maximum three (3) weeks:

- (i) respond in writing to the Operator and the duly proven ground(s) of the said refusal; as well as
- (ii) inform the ILR thereof and provide to the ILR relevant data evidencing the grounds of the concerned refusal together with an overview on the existing situation.

5. Space allocation, installation and use rules

5.1. Co-Location Space allocation

If an Operator wishes to make a reservation for a Co-Location Space in an existing Co-Location Equipment Room, it shall send a Co-Location Request for reservation to EPT.

Co-Location Space will be allocated on a basis of 600 * 600 mm footprints or height units in case of a Co-Location Shelter and shall include appropriate space for maintenance access. Where technically feasible, the Operator can request EPT to provide 800 * 800 mm footprints. In any case only entire undivided footprints may be allocated.

As the available Co-Location Spaces are per nature limited in a given Co-Location Equipment Room, EPT will allocate any requested Co-Location space on a "*first-come, first-served*" basis. This mechanism shall be implemented by using the time stamp apposed on the Co-Location Request.

Subsequent Co-Location Requests for reserving additional Co-Location Space issued by the same Operator shall only be accepted by EPT provided that the Co-Location Space reserved by that Operator has already been occupied in full.

EPT is entitled to classify available floor space as "unavailable" for Co-Location Services if it plans to abandon or close the concerned EPT's Site as set forth in Article 6.2 below.

5.2. Installation rules

When occupying the Co-Location Space specifically allocated to it, the Operator shall install only transmission equipment (including line terminators, modems, multiplexers, integrated routers, etc.). The transmission equipment and racks shall be installed 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 Space(s) allocated to it be used either in whole or in part:

- by third party; and/or
- for other purposes than those expressly described in this RCO 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 Space(s) allocated to it;
- Transfer, in whatever way, its rights under the said Co-Location 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 Co-Location Equipment Room or of EPT's Site or SLCP or (ii) interference(s) with any equipment of such Operators or of EPT.

All Operator's transmission 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 Co-Location Equipment Room or located in EPT's Site. 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.

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 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 shall be used for the construction of the cabinets for the Operator's equipment, while the Operator shall in any case provide its own racks. The maximum allowed height of the cabinet shall be 2200 mm.

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

The 230V AC / 48V DC equipment provided by the Operator and its installation shall fully comply with the norms ETS 300 132-1, ETS 300 132-2, DIN VDE 0185.

For safety reasons the presence of batteries in the Co-Location Equipment Room not being a Co-Location Shelter 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.

5.4. Access conditions for Operator's staff

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

In principle, the Operator's staff does not need to be accompanied by EPT's security staff during visits to the allocated Co-Location Space inside the EPT's Site. As a consequence, no compensation for such kind of activity by EPT's staff has been included in this RCO but may be due in particular circumstances.

However, the Operator's attention is expressly drawn onto the fact that certain restrictions shall apply such as for example:

- Only authorised staff can enter or access a Co-Location Equipment Room or EPT's SLCP where Co-Location Services are granted to the Operators

; and Operator's staff shall always wear visibly the identifying badge provided by EPT.

5.5. Security

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

The Operator accepts and acknowledges that access to each EPT's Site 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.

When at an EPT's Site or SLCP, all Operator employees, agents or contractors shall visibly display an appropriate identity card. Where required for use with an EPT's managed access control system a suitable access card will be provided by EPT.

Two (2) types of EPT's Sites can be distinguished, while each has its own specific security needs, i.e.:

- Guarded buildings – are manned buildings having receptionists at the access point(s) to control access; and
- Unguarded buildings – are manned or unmanned buildings having no people dedicated at the access point(s) to control access.

5.5.1 Access to Guarded Buildings

The Operator's employees, agents or contractors will, upon production and verification of their respective individual identity card, be allowed to enter into an EPT's Site in order to access the Co-Location Equipment Room housing the Operator's equipment. Access will be limited to the Co-Location Space(s) allocated to the concerned Operator as well as to the extend reasonably needed to those areas necessary to conduct Operator's business in relation to the said Co-Location Space(s).

Access to a Co-Location Equipment Room housing the Operator's equipment having only internal access within guarded building without electronic access control, will require formal entry/exit registration against a previously agreed list of named Operator's employees, agents or contractors held at the security post or reception desk.

5.5.2 Access to Unguarded Co-Location Equipment Rooms

Access to unguarded Co-Location Equipment rooms shall be controlled as follows:

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

Access to a Co-Location Equipment Room housing Operator's equipment and having only internal access within unmanned or part-time manned buildings, will be restricted to those people for whom an access card has been programmed to allow entry at the designated building main entrance, and their supervised visitors.

5.5.3 Access Cards and keys

In an EPT's Site 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 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 Co-Location Equipment Room housing Operator's equipment, 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. Operator's employees, agents or contractors will only be issued with keys exclusively allowing access to a Co-Location Equipment Room housing Operator's equipment, and not to any other part of an EPT's Site or SLCP.

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.

EPT's staff or subcontractors working under EPT's responsibility shall only have access to the Co-Location Equipment Room housing Operator's equipment insofar such access is necessary:

- for inspection or safety purpose in the Co-Location Equipment Room with regards in particular to electrical safety, fire safety and fire hazard;
- in connection with the carrying out of maintenance works to the basic facilities;
- in connection with an initial or a full Site Survey, for the allocation of footprints or the carrying out of any other works related to (i) the extension of a Co-Location Equipment Room or (ii) the creation or extension of a Co-Location Space;
- in connection with the carrying out of cable installation works, to provide connectivity to the Operators present in the Co-Location Equipment Room;
- in case unforeseen circumstances of an urgent nature (such as for example calamities, floods, trouble or any suspicion of trouble) give cause hereto; and/or
- for accessing EPT's premises wherever necessary.

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 EPT's Site (including the Co-Location Equipment Room housing the Operator's equipment and the Co-Location Space(s) allocated to it).

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 a Co-Location Equipment Room 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 a Co-Location Equipment Room, while it shall under no circumstances be allowed to:

- smoke in any part of a Co-Location Equipment Room or in EPT's Site; or
- store any packaging materials or other combustible materials (even temporarily) on or near the Co-Location Space(s) allocated to it, in the Co-Location Equipment Room, in EPT's Site or SLCP.

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 Co-Location Equipment Rooms or SLCP's.

5.7. Use rules

The Operator undertakes and shall cause that its employees, agents and contractors shall comply with EPT's procedures and instructions as well as to act with the utmost care, notably when accessing and/or intervening in EPT's Site, SLCP or in a Co-Location Equipment Room.

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, the SLCP or the a Co-Location Equipment Room, a Fault Report shall be issued in compliance with EPT's procedures 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 Co-Location Equipment Room(s) or SLCP(s).

In such case, EPT will inform forthwith the Operator of the concerned breach, the identity of the Operator's staff members temporary prevented to have access, the concerned Co-Location Equipment Room(s) or SLCP(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 Co-Location Equipment Room(s) or SLCP (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 Co-Location Equipment Room(s) or SLCP(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 Co-Location Equipment Room(s) or SLCP(s) granted to the Operator.

In such case, EPT will notify the Operator and the ILR of the concerned breach and the related access withdrawal sanction EPT contemplates to apply against the Operator. Should the Parties and ILR 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 and ILR, 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's Site upon prior notice thereof to the Operator or when the Operator has not made any operational use of the physical Co-Location Space allocated to it in the context of Interconnection Services and/or to access LLU Services and/or to access DSL Services as defined by the Law 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 interconnect, unbundling and/or DSL Operator in Luxembourg or due to the termination of any (ii) Interconnect Agreement, Unbundling Agreement and/or DSL 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 Co-Location Equipment Rooms or SLCP(s), the Operator shall submit to EPT a written cease order specifying the exact Co-Location Space(s) concerned by the said cease order, the Co-Location Equipment Room(s) or SLCP(s) where said Co-Location 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 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 Spaces

If the Operator has not made any operational use of the Co-Location Space(s) allocated to it under this RCO for interconnection, unbundling and/or DSL Services purposes as specified by the Law, 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 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. For the sake

of clarity, EPT cannot be forced to make an extension of available colocation space as long as sufficient allocated space not used is still available.

6.2.2 Closure of EPT's Site

Except when given local circumstances require otherwise, when EPT plans to close one of EPT's Site or SLCP in relation to which Co-Location Services are provided, EPT shall submit a written closure notice to the concerned Operator(s) and the ILR 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 telecommunications services affected by such EPT's Site or SLCP closure.

The Operator will agree upon an effective cessation date with EPT, while such date shall match with EPT's initial proposed date wherever practicable.

If the Operator wishes to continue to provide its telecommunications services to the End-Users, it shall submit an order form via the standard process for an alternative arrangement. The timing of this order submission shall be appropriately aligned with the agreed cessation date. The terms and details of such an alternative arrangement or of any suitable alternative solution shall be discussed in good faith and expressly agreed upon by the Parties, which shall for this purpose take into consideration each Party's respective and reasonable constraints.

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, new Co-Location Equipment Room or new SLCP.

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 to the said agreed plan.

6.3. Ceasing process further to the termination of implementation agreement(s) and/or of the Operator's telecommunications license

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 RIO and/or the applicable RUO and/or the applicable RDSLO as the case may be; 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 validly notified interconnect, unbundling Operator and/or DSL Services 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 Co-Location Equipment Room or SLCP, 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 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, test equipment, documentation, etc., located either in the concerned Co-Location Equipment Room, in EPT's Site or SLCP; 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 Co-Location Equipment Room 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 RCO, 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 RCO, while the relevant tariffs are not expressly specified in Schedule 1 (Tariffs), these tariffs will be strictly based on proven cost borne by EPT to the Operator. EPT shall submit in due time a detailed cost estimate and the related invoice to the Operator, it being specified that such facilities and/or services shall be strictly based on necessary, proven minimal and motivated costs for the strict purpose of providing the said facilities and/or services. In case of doubt, EPT will transmit the related invoice to the ILR.

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 RCO.

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, after having received explicit authorization to do so by ILR.

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 RCO 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 telecommunication systems and telecommunications apparatus.

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 MPF and Co-Location 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 Co-Location Equipment Room or EPT's SLCP 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 RCO.

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 RCO.

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 RCO 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

Building adaptations and basic facility infrastructure	Euro
Full Site Survey	700
Quotation offer for Co-Location Equipment Room adaptations (including estimated delays for realization)	on a case by case basis
Monthly charge for the Co-Location Space(s) rental, per footprint 600x600 mm including the accessibility to the equipment. Larger footprints are adapted proportionally. Metropolitan area: Urban area: Rural area:	61,49 51,24 46,12
Monthly charge per used Co-Location Equipment Room (covering maintenance and cleaning)	210,00

Electric Power Installation	Euro
Installation of a 16-25A circuit in a Co-Location Equipment Room (single circuit)	458,66
Installation of an additional 16-25A circuit in the same Co-Location Equipment Room (second circuit)	169,07
Installation of a double 32-63A circuit in a Co-Location Equipment Room (single circuit)	584,89
Installation of an additional 32-63A circuit in the same Co-Location Equipment Room (second circuit)	178,47

Electric Power Consumption		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:								
Single circuit								
		Installed fuse						
		10A	16 A	20 A	25 A	32 A	50A	63A
Measure	up to	74,36 €	99,75 €	116,67	137,83	167,45	243,62	298,64 €
d	10 A			€	€	€	€	
current	up to	/	118,97	135,90	157,06	186,67	262,84	317,86 €
	16 A		€	€	€	€	€	
	up to	/	/	148,70	169,87	199,49	275,66	330,68 €
	20 A			€	€	€	€	
	up to	/	/	/	185,89	215,51	291,68	346,70 €
	25 A				€	€	€	

<i>up to 32 A</i>	/	/	/	/	237,94 €	314,11 €	369,13 €
<i>up to 50 A</i>	/	/	/	/	/	371,78 €	426,80 €
<i>up to 63 A</i>	/	/	/	/	/	/	468,45 €

Second circuit (only applicable in case of duplicated 48V circuits and to be added to the single circuit tariff)

		Installed fuse						
		10A	16 A	20 A	25 A	32 A	50A	63A
Measured current	up to 10 A	26,80 €	35,91 €	42 €	49.62€	60.28 €	87.7	107.51
	up to 16 A	/	44.88 €	48.92 €	56.54 €	67.2 €	94.62 €	114.43 €
	up to 20 A	/	/	53.60 €	61.15 €	71.82 €	99.24 €	119.04 €
	up to 25 A	/	/	/	67 €	77.58 €	105 €	124.81 €
	up to 32 A	/	/	/	/	85.65 €	113.08 €	132.89 €
	up to 50 A	/	/	/	/	/	133.84 €	153.65 €
	up to 63 A	/	/	/	/	/	/	168,64 €

Access control	Euro
Unique fee for issuing an access card and a physical access key	48,6625
Monthly charge for access control by access cards	4,7833
Fee in case of lost of a card / key	34,765

Special requirements	Euro
EPT manpower for special works required by the Operator - per hour	78,45
Extra co-location facilities: (extra power sockets, lighting,...)	Bespoke

2. Distant Co-Location

	Euro
Distant Co-Location	Bespoke