

LETTER OF INTENT FOR WHOLESALE ODF ACCESS SERVICES

between

T-MOBILE NETHERLANDS B.V.

and

[..]

Version 12-09-2019

This draft version is for discussion purposes only and is subject to T-Mobile's managing board and supervisory board approval

THE UNDERSIGNED:

1. **T-Mobile Netherlands B.V.**, a company incorporated under the laws of The Netherlands, with its registered office at Waldorpstraat 60, 2521 CC The Hague ("**T-Mobile**"), duly represented by its director T-Mobile Netherlands Holding B.V., represented in this matter by its directors [..];
2. [..], ("**Wholesale Taker**"), duly represented by [..];

T-Mobile and Wholesale Taker hereinafter also individually referred to as "Party" or collectively as "Parties"

WHEREAS:

- T-Mobile provides Wholesale ODF Access Services in The Hague Segbroek;
- Wholesale Taker is interested in acquiring these Wholesale ODF Access Services of T-Mobile;
- The Parties are discussing the terms and conditions of the Wholesale ODF Access Services and wish to lay down the headlines in this Letter of Intent ("LoI").

HAVE AGREED AS FOLLOWS:**Section 1. Conditions of the LoI**

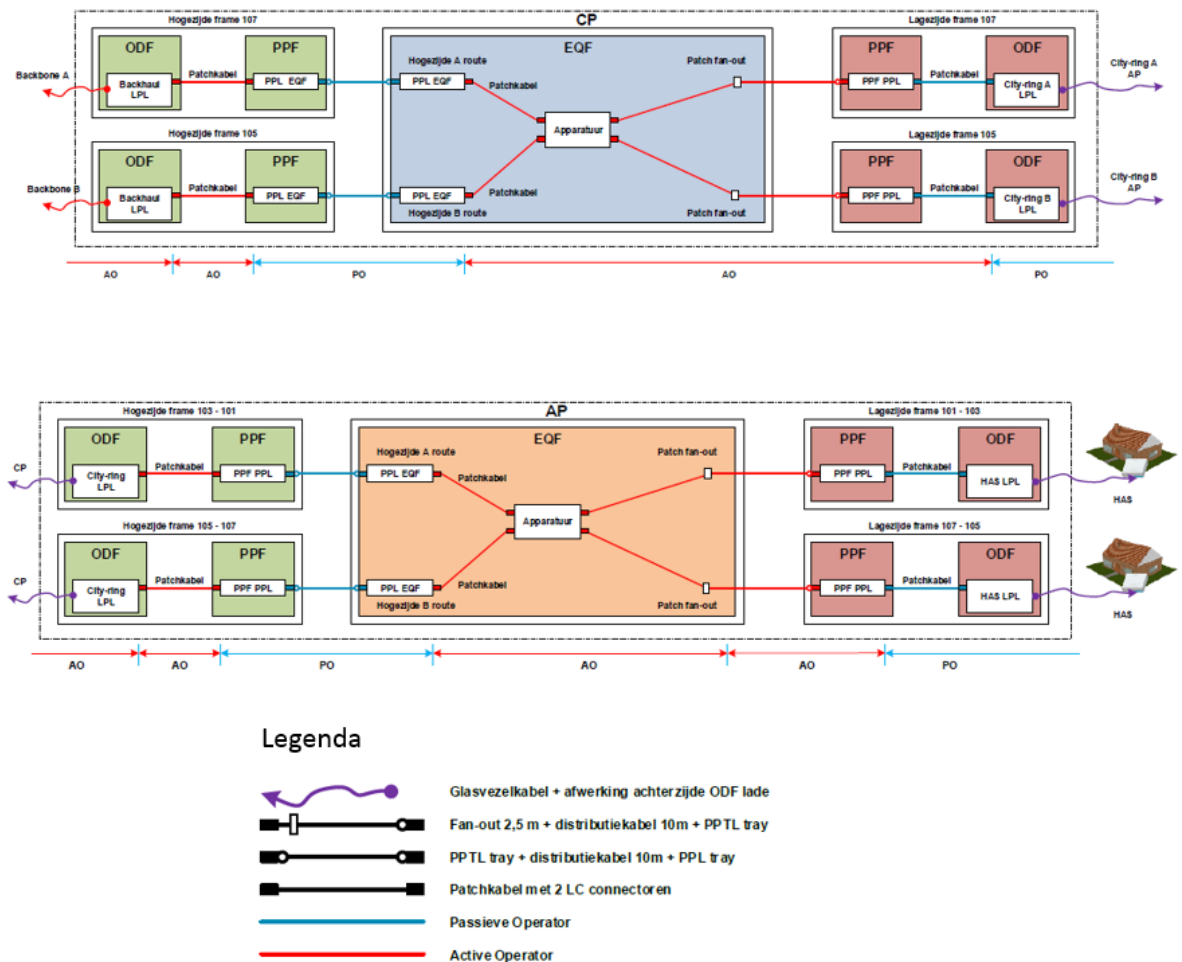
1. This LoI is the basis for the intended final agreement between T-Mobile Wholesale Taker. Sections 2-9 (including annex A) contain the main terms and conditions of the final agreement. That final agreement shall also contain, on a back-to-back basis, the conditions in the agreement T-Mobile has in place with Primevest (the equity provider for the roll-out of the FttH Network) and VolkerWessels (the constructor of the FttH). Parties shall discuss in good faith all other remaining terms and conditions. Parties intend to reach and sign the final agreement ultimately in the fourth quarter of 2019. This LoI shall expire as of the moment the final agreement has been signed by both Parties, or earlier if so agreed between the Parties.
2. This LoI covers Wholesale ODF access to the FTTH network in The Hague Segbroek (see Annex A), intended to reasonably enable Wholesale Taker to provide fixed communications services to end customers in homes and buildings in the area.
3. Scope of Wholesale ODF Access Services is restricted to passive layer (ODF) access to the FTTH network which is based on a Point-to-Point architecture.
4. Wholesale ODF Access Services will be generally available after completion of the construction of the FTTH network, which is currently planned for [1 April 2020] for the Segbroek FTTH network. The final agreement shall have an initial period of 5 years after the FTTH network becoming available for Wholesale ODF Access services. After the initial period the final agreement transitions into an agreement for an indefinite period and can be terminated any time by either Party with a notice period of 12 months.
5. Wholesale Taker is solely responsible for its own retail propositions and shall use the services as provided under this LoI and the final agreement only for the purpose as described in this LoI and the final agreement.

6. Limitation of liability: Parties shall only be liable for damage to goods, injury and death with a maximum of EUR 500.000,00 per event or per string of connected events maximized at EUR 1.000.000,00 per calendar year.
7. The contents of this LoI, the final agreement and related agreements are confidential. The Parties undertake to observe secrecy with respect to all information, facts and events they take cognizance of in connection with the LoI and related agreements, of which they know or should know that publication could damage the other Party's interests. The Parties are not obliged to observe secrecy with respect to information that is in the public domain, which was already in the legal possession of the receiving Party, or which was demonstrably independently developed by the receiving Party outside the framework of the LoI and related agreements, or legally obtained from a third party.
8. In the event Parties will not finalize and sign a final agreement, the following shall apply regarding the cost:
 - If the reason of not reaching a final agreement is attributable to T-Mobile, T-Mobile shall reimburse Wholesale Taker for all actual direct cost made with a maximum of EUR 5.000;
 - If the reason of not reaching a final agreement is attributable to Wholesale Taker, Wholesale Taker shall reimburse T-Mobile for all actual direct cost made with a maximum of EUR 5.000;
 - If the reason of not reaching a final agreement is not attributable to any of the Parties, both Parties will bear their own cost.
9. This LoI and related agreements shall be governed exclusively by the laws of The Netherlands. Disputes shall be settled exclusively by the competent court of The Hague.

Section 2. Network Description

1. The FTTH network covers all addresses (the Addresses) in the designated area (the Area) as registered in the BAG (Basis Administratie Gemeenten), excluding those categorized as 'other use' ('andere gebruiksfunctie') and/or otherwise explicitly excluded by Wholesale Provider.
2. FTTH connections are established and/or available for Wholesale Taker to all Addresses in the area on which an end customer will be, is or has been active on the FTTH network. Once an FTTH connection has been established to an Address it will remain to be available on that Address. T-Mobile is responsible for establishing the FTTH connection. Connecting customers after completion of the network construction phase is facilitated by a rapid and efficient 'post-connection' process.
3. The FTTH network has a Point-to-Point topology and Wholesale ODF Access Taker can locate its equipment in Points of Presence (PoPs) spread throughout the Area. Connections to Addresses in the Area are available from multiple Area PoPs. One PoP in the Area is also designated as City PoP.
4. Per Address, one fiber line is available for Wholesale Taker between the ODF in the Area PoP and the Fiber Termination Unit (FTU) on the Address. FTU type is: "Attema, type 29100 Universele FTU-1".

5. All Area PoPs in the Area are connected to the City PoP via a fiber ring (City Ring). Two fibers in City Ring are available to the Wholesale Taker, compensation for these is included in line rental. Additional fibers available upon request [conditions tba].
6. Rack space in the PoP is allocated as follows to Wholesale Taker(s):
 - a. Rack space (ETSI racks) is allocated based on availability (rack space actually in use at the moment considered) and on available power budget;
 - b. Per [288] active lines, Wholesale Taker is entitled to [10] Metric Units (MU) in a rack. Extension can take place as of [240] active lines in the last added quantity of 10 MU;
 - c. Per [10] MU of rack space, Wholesale Taker receives 1 power connection of 230 V AC or 48V DC;
 - d. Additional power connections are available on request.
7. Wholesale Taker is responsible for establishing the following connections in the City PoP and Area PoP (marked as 'AO' domain in below picture):



8. Wholesale Taker is responsible for installing and connecting its own equipment.
9. Each (Area or City) PoP is equipped with sufficient 48V DC and 230V AC power supplies with UPS, climate control and access control. These facilities are available to and will be dimensioned to the needs of the wholesale taker. All costs for these facilities, including power usage, are included in the line rental rates under a fair use policy [tba].

10. Access to and activities in the PoPs are subject to requirements and stipulations to be specified.

Section 3. Service Description

1. Services available to the Wholesale Taker are the following:
 - a. Line rental and patching
 - b. Address (post-)connection
 - c. Network repair and diagnostics
 - d. Information services
 - e. Colocation and PoP services
 - f. Setup services
2. Service interfaces: Wholesale Taker can order services (1.a) and (1.b) via the Order Portal (IT interface) and services 1.c and 1.d via Email interface [descriptions tba].
3. Use of and access to the PoP locations is subject to conditions [tba].
4. Services [descriptions tba] compliant to NL industry standards.

Section 4. Pricing

1. Tariffs for Line Rental and Activation/Deactivation/Migration

Recurring Line Rental fees are contingent upon the Network Utilization of the FTTH network, which is calculated as the number of active lines on the FTTH network divided by the total number of Addresses in the area at the end of each calendar month preceding the calendar month considered for invoicing. Minimum rental term for a line is 1 month.

Recurring tariff element	Monthly	Network Utilization % HP
Line rental for active connection	€ 15,50	<5%
Line rental for active connection	€ 14,50	≥ 5% to < 10%
Line rental for active connection	€ 13,50	≥ 10% to < 15%
Line rental for active connection	€ 12,50	≥ 15% to < 20%
Line rental for active connection	€ 11,50	≥20%

PoP facilities as specified under 9, including power usage, are included in the line rental rates under a fair use policy [tba].

One-off tariff element	Per event
Activation (including post-connection if needed) *	€ 20,00
Deactivation (only off-net)*	€ 12,00
Migration (on-net, Telco-Telco migration)*	€ 20,00
Bulk activation (per 50 connections)*	€ 500,00

* These services are provided by VolkerWessels Telecom (VWT) to T-Mobile. Wholesale taker is free to close separate agreement with VWT directly on these services. In any case, Wholesale Taker must establish its own operational interface with IT systems of VWT/SpeerIT to receive these services. Tariffs stated here are if Wholesale Taker prefers to have charging arranged via a contract with T-Mobile instead of with VWT directly.

2. PoP services

Tariff element	Tariff
Area PoP colocation	€ 0,-*
City Ring fibers (initial 2 fibers)	€ 0,-*
City PoP colocation space	€ 0,-*

* Compensation for these elements is included in line rental rates.

3. Tariffs for network repair and diagnostics

Tariff element	Per hour
After care if problem not in passive network domain	[tba]

4. Setup pricing

Tariff element	One-off
Setup costs (one-off per customer for Segbroek cluster)	€ 6.000
IT setup/testing costs	€ 5.000
Project assistance for installation of network equipment	[tba]
Training for network equipment installation/maintenance staff	[tba]
City/Area PoP access for Wholesale Taker personnel (access cards)	[tba]

5. CPI correction

All tariffs as per the month of January of each calendar year are subject to annual markup with Consumer Price Index (CPI) as reported by CBS over the preceding 12 months.

Section 5. Reciprocity for FTTH network owners/operators

1. This clause is intended to establish reciprocal access conditions between market parties that provide retail services via FTTH networks and also own or operate FTTH networks, subject to demonstrable regulatory impediments.
2. If Wholesale Taker owns or operates a Fiber to the Home network itself:
 - a. Wholesale Provider will be granted access to that network on an ODF level (passive optical fiber) or equivalent arrangement at least in terms of service differentiation possibilities.
 - b. Overall terms, conditions and pricing to be equivalent to or better than Dutch (regulated) market practice.
 - c. Wholesale Provider will pay the same tariffs (recurring and one-off tariffs per line and with regards to indirect tariffs such as colocation) at same conditions as the Wholesale Taker on Wholesale Provider's network, for all lines that Wholesale Provider rents from Wholesale Taker on its FTTH network, up to the amount of lines that Wholesale Taker rents from Wholesale Provider, while observing external differences in circumstances (e.g. area/building characteristics).

Section 6. Backhaul

1. Wholesale Taker is responsible for arranging its own backhaul to the CityPoP. T-Mobile will facilitate Wholesale Taker's backhaul according to common practice in the Dutch market.

Section 7. Service levels and forecasting

1. Ordering and delivery service levels

Following service levels apply for ordering and delivery.

KPI SET	NORM	KPI (% op norm)	COMMENTS	NORM FTR	NORM INTAKE (acceptance/rejection)	KPI (% op norm)	NORM RESCHEDULED (not initiated by end customer)
ORDERS during CONSTRUCTION PHASE							
Patch	5 / 3 working days *	95%		98%	1 working day	98%	NVT
Connection	At HAS date	98%	Deviations at end customer request excluded	98%	1 working day	98%	Less than 1%/mnd
ORDERS after NETWORK COMPLETION							
Patch	5 / 3 working days *	95%		98%	1 working day	98%	NVT
Depatch/deactivation	5 / 3 working days *	95%		98%	1 working day	98%	NVT
Post-Connection (facade)	7 working days (preferred date >7 wd)	97%	Delivery latest on last Plan Date	98%	1 working day	98%	Less than 1%/mnd
Post-connection (trench)	12 working date (preferred date >12 wd)	97%	Delivery latest on last Plan Date	98%	1 working day	98%	Less than 1%/mnd
Priority patch	TBD	TBD		-	1 working day	98%	N/A
Removal	TBD	TBD		-	1 working day	98%	N/A
FTU relocation	TBD	TBD		-	1 working day	98%	TBD
Migration	TBD	TBD	On day of implementation before 12:00 uur	98%	1 working day	98%	TBD

* depending on order volumes.

Service levels apply for all orders that fall within forecasted boundaries. Outside of forecasted boundaries delivery will be made on best effort basis.

2. Forecasting

Wholesale Taker will forecast order volumes on a monthly basis for a period of 3 months ahead.

3. Assurance service levels

Following service levels apply for maintaining availability of the network.

Service type	Incident report type	Service level net lead time	Service level gross lead time	Response
Incident Prio 1	Network incident	96% < 22 clock hours		99,9% < 2 clock hours
	(impact >3 end customers)	99,9% < 44 clock hours		
Incident Prio 2	End customer incident (impact ≤ 3 end customers)	88% < 8 service hours	80% < 20 service hours	85% < 1 service hour
		96% < 18 service hours		99,9% < 3 service hours
		99.9% < 38 service hours		
Service type	Incident report type	Service level net lead time	Service level gross lead time	Response
After care	End customer incident	88% < 8 service hours	80% < 20 service hours	85% < 1 service hour
		96% < 18 service hours		99,9% < 3 service hours
		99.9% < 38 service hours		

Section 8. Billing & invoicing

1. All billing and invoicing is done by T-Mobile unless agreed otherwise.
2. Invoices will be calculated as follows:
 - a. Line rental based on monthly average of active lines calculated as average of end of period active lines between actual and previous calendar month;
 - b. Orders invoicing is based on actual deliveries in the calendar month;
3. Payment term for invoices is 30 days after invoicing date.

Section 9. Campaign alignment

1. Roll-out of the FTTH network will be T-Mobile branded, expressed a/o in clothing of personnel, signs and color of materials.
2. T-Mobile will conduct campaigns aiming at positive perception of the FTTH network, explicitly mentioning freedom of choice and the fact that multiple providers are available on the network and ensuring a neutral positioning of each wholesale taker.

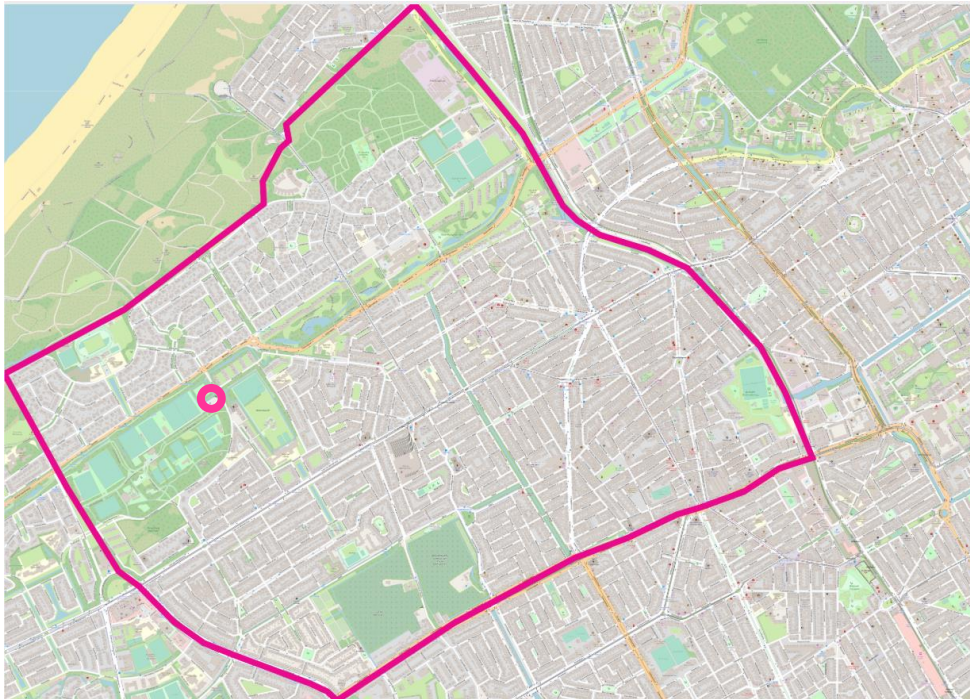
IN WITNESS WHEREOF, AGREED AND SIGNED IN TWO COUNTERPARTS:

T-Mobile Netherlands B.V.
name:
position:
date:

...
name:
position:
date:

T-Mobile Netherlands B.V.
name:
position:
date:

name:
position:
date:

ANNEX A: Description of Den Haag Segbroek FTTH network

Number of Area PoPs: 8

Number of City PoPs: 1 ● Located at: Daal en Bergeselaan 1,

Area statistics:

Gebruiksdoel	count(1)
woonfunctie	29,438
winkelfunctie	601
woonfunctie,winkelfunctie	597
industriefunctie	480
woonfunctie,kantoorfunctie	214
bijeenkomstfunctie	197
kantoorfunctie	157
onderwijsfunctie	53
sportfunctie	21
gezondheidszorgfunctie	10
woonfunctie,industriefunctie	9
overige gebruiksfunctie	6
woonfunctie,logiesfunctie	5
logiesfunctie	4
woonfunctie,kantoorfunctie,winkelfunctie	1
kantoorfunctie,winkelfunctie	1
winkelfunctie,bijeenkomstfunctie	1
kantoorfunctie,overige gebruiksfunctie	1
industriefunctie,bijeenkomstfunctie	1
woonfunctie,overige gebruiksfunctie	1
woonfunctie,winkelfunctie,bijeenkomstfunctie	1
winkelfunctie,bijeenkomstfunctie,logiesfunctie	1
Anders	1
Totaal	31,801