

LETTER OF INTENT FOR WHOLESALE ODF ACCESS SERVICES

between

T-MOBILE NETHERLANDS B.V.

and

xxx

Version 14102020

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 Søren Abildgaard, CEO and Gero Niemeyer, CFO;
2. **xxx**, a company incorporated under the laws of The Netherlands, with its registered office at **xxx**, **xxx xxx** ("**Wholesale Taker**"), duly represented by its director **xxx**.

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 Den Haag Loosduinen;
- 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 Volker Wessels (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 2020. 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 Den Haag Loosduinen (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 [July 2021] for the Loosduinen 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 5000;
 - 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 5000;
 - 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.

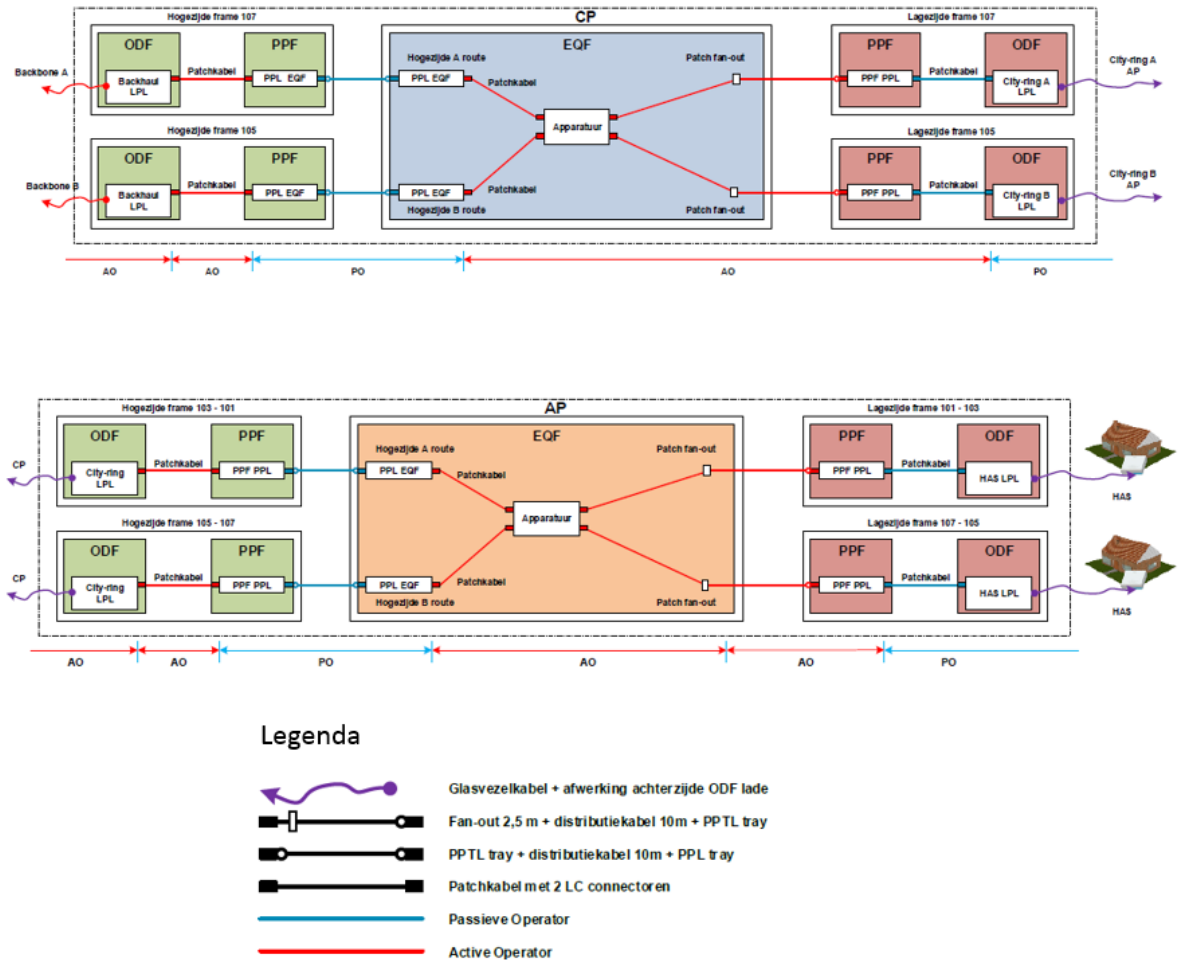
Section 2. Network Description

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.

DRAFT

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:
- Line rental and patching
 - Address (post-)connection
 - Network repair and diagnostics
 - Information services
 - Colocation and PoP services
 - 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, such as training and certification [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	€ 16,50	<5%
Line rental for active connection	€ 15,50	≥ 5% to < 10%
Line rental for active connection	€ 14,50	≥ 10% to < 15%
Line rental for active connection	€ 13,50	≥ 15% to < 20%
Line rental for active connection	€ 12,50	≥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	Tariff
After care if problem not in passive network domain	[tba]

4. Setup pricing

Tariff element	One-off
Setup costs (one-off per customer for Den Haag Loosduinen)	[tba]
IT setup/testing costs	[tba]
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								
	ORDER BOUWFASE	NORM	KPI (% op norm)	OPMERKING	NORM FTR	NORM INTAKE (acceptatie/afwijzing)	KPI (% op norm)	NORM HERPLANNING (niet door klant geïnitieerd)
1	Patch	5 / 3 werkdagen **	95%		98%	1 werkdag	98%	NVT
2	Aansluiting	Op HAS datum	98%	Afwijkingen op klantverzoek buiten norm	98%	1 werkdag	98%	Minder dan 1%/mnd
3	Mediaconverter plaatsen	Op HAS datum	98%	Afwijkingen op klantverzoek buiten norm	98%	1 werkdag	98%	Minder dan 1%/mnd
	ORDER BEHEERFASE	NORM	KPI		NORM FTR	NORM INTAKE (acceptatie/afwijzing)	KPI	NORM INTAKE (acceptatie/afwijzing)
1	Patch	5 / 3 werkdagen **	95%		98%	1 werkdag	98%	NVT
6	Depatch/deactivatie	5 / 3 werkdagen **	95%		98%	1 werkdag	98%	NVT
7	Na-Aansluiting (gevel)	7 werkdagen (wensdatum >7 wd)	97%	Levering op uiterlijk laatste Plandatum*	98%	1 werkdag	98%	Minder dan 1%/mnd
8	Na-Aansluiting (geul)	12 werkdagen (wensdatum >12 wd)	97%	Levering op uiterlijk laatste Plandatum*	98%	1 werkdag	98%	Minder dan 1%/mnd
9	Spoedpatch	TBD	TBD		-	1 werkdag	98%	NVT
10	Sloop	TBD	TBD		-	1 werkdag	98%	NVT
11	FTU verplaatsen	TBD	TBD		-	1 werkdag	98%	TBD
13	Mediaconverter plaatsen	Op HAS datum	97%		98%	1 werkdag	98%	Minder dan 1%/mnd
14	Migratie	TBD	TBD	Op uitvoeringsdag voor 12:00 uur	98%	1 werkdag	98%	TBD

* De Order Na-aansluiting heeft een klant bezoek nodig, en omvat daarom het maken van een klantafpraak. Op het moment van Order binnenkomst was de Aansluiting al passief opgeleverd als Homes Passed. Op basis van Wensdatum en de Norm Levertermijn van de Order maakt VWT een klantafpraak. De klantafpraakdatum geldt als Plandatum en levering vindt dan plaats op Plandatum.

** Afhankelijk van volume 5 of 3 werkdagen

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.

Servicetype	Storingsmeldingstype	Service level Netto DLT	Service level Bruto DLT	Reactie
Storing Prio 1	Netwerk Incident	96 % < 22 klok-uren		99,9% < 2 klokuren
	(impact > 3 klanten)	99,9 % < 44 klok-uren		
Storing Prio 2	Klant incident	88% < 8 service-uren	80% < 20 service-uren	85% < 1 service-uur
	(impact ≤ 3 klanten)	96% < 18 service-uren		99,9% < 3 service-uren
		99,9% < 38 service-uren		
Servicetype	Storingsmeldingstype	Service level Netto DLT	Service level Bruto DLT	Reactie
Nazorg	Klant Probleem	88% < 8 service-uren	80% < 20 service-uren	85% < 1 service-uur
		96% < 18 service-uren		99,9% < 3 service-uren
		99,9% < 38 service-uren		

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.

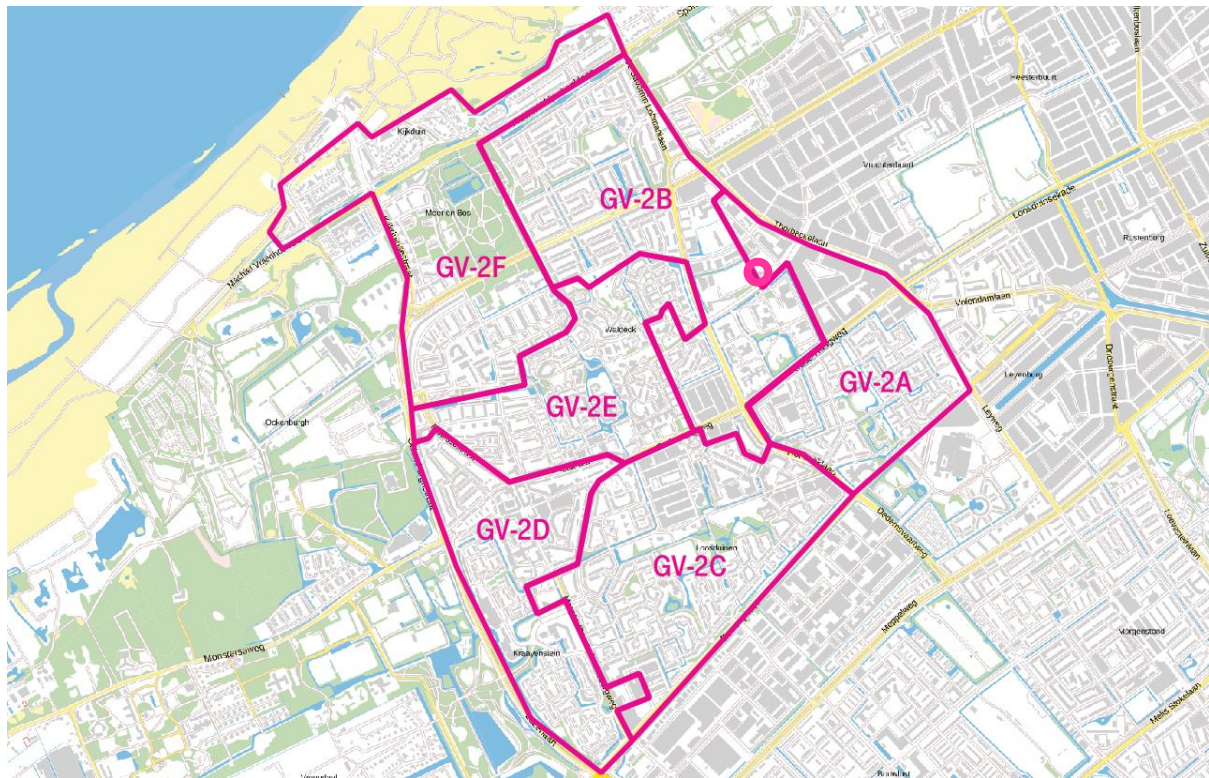
IN WITNESS WHEREOF, AGREED AND SIGNED IN TWO COUNTERPARTS:

T-Mobile Netherlands B.V.
name: Søren Abildgaard
position: CEO
date:

xxx
name: xxx
position: xxx
date:

T-Mobile Netherlands B.V.
name: Gero Niemeyer
position: CFO
date:

ANNEX A: Description of Den Haag Loosduinen FTTH network



Number of Area PoPs: 6
Number of City PoPs: 1 ● Located at: Albardastraat 4

Area statistics:

Row Labels	Count of PC10
?	169
Business	335
Mixed (bedrijf aan huis)	2036
Overig non-residentieel	372
Particulier	21733
(blank)	172
Grand Total	24817