ANNEX 1 TO WYRE'S UNILATERAL COMMITMENTS

MEDE-RPR-24/0001

Key terms of Wyre's wholesale offer for Passive FTTx Access in the Non-Cooperation FTTx Area

1. Definitions

Affiliate means any person or entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such specified person.

Application means a written request for the supply of Passive FTTx Wholesale Services via the Wyre Network under these key terms.

BCA means the Belgian Competition Authority.

Billing Month means a calendar month during the term of the wholesale agreement with the Wholesale Customer.

Bespoke means a specific-purpose-built fiber connectivity, the specific requirements of which (capacity, custom design, service levels) are not supported by a mass-market FTTP network.

Charges means the Recurring and Non-Recurring Charges.

Connectable Premise means:

> (i) a Living Unit that is a single dwelling unit (**SDU**) or a Living Unit within a Simple-MDU (i.e. a multi-dwelling unit (**MDU**) that requires no proactive internal (vertical/horizontal) cabling to enable customer activation of individual living units (**LU**s) that is already connected or can be connected to the Wyre Network with a (Standard or Non-Standard) FTTx Drop Cable); or
>
> (ii) a Living Unit within a Complex-MDU (i.e. an MDU that requires proactive internal (vertical/horizontal) cabling to enable customer activation of individual LUs) as from the moment all works for the fiber-related internal cabling have been done to enable customer activation in an LU within a timeframe equivalent to what is the case for an SDU or a Simple-MDU),

provided also that, in respect of (i) and (ii), the Wholesale Services, including the availability of passive FTTx co-location floorspace and interconnection points in the HE/HUB locations at the Northbound side, have been made ready for service;

Control has the meaning given to the term control ("controle"/ "contrôle") in Article 1:14 of the Belgian Code of Companies and Associations and includes situations of joint control ("gezamenlijke controle"/"contrôle conjoint") defined in Article 1:14 to 1:23 of the same Code, and Controlled, Controlling and under common Control with shall be construed accordingly.

CPE means Customer Premise Equipment.

Demarcation Point means the demarcation points between the Wyre Network and Wholesale Customer infrastructure as detailed in Section 2.2 The Demarcation Points for Passive FTTx Access are (i) at the Southbound side, the OL (which is included in the Wyre FTTx Network),

and (ii) on the Northbound side, the FTTx interconnection point in the HE/HUB location where the Active Wholesale Customer Equipment (and, as the case may be, of its Reseller Customer) are installed.

End User means a (retail) legal or physical person using electronic communication services of a network operator or communications provider (regardless of whether such operator or provider is a reseller), and not for the purpose of (re)selling these or similar electronic communication services (as such or incorporated into another product) themselves.

E2E or **End-to-End** means the full process from the HE/HUB locations up to the End User's OL.

FTTx Cooperation means the cooperation between Wyre and Fiberklaar to deploy fiber networks in certain parts of Flanders based on point-to-point architecture that may be used for wholesale and retail mass-market (non-bespoke) fiber-to-the-premises (i.e. both fiber-to-the-home (to residential End Users) and fiber-to-the-office/building (to business End Users)) network services**.**

FTTx Cooperation Area means the geographical area in which Wyre BV and Fiberklaar BV will deploy the FTTx networks under the FTTx Cooperation, i.e. areas within Flanders which do not include the areas characterized by high population density and the rural areas and can thus be considered as covering mid-dense areas.

FTTx Drop Cable means the fiber cable between the POC and the OL connecting the FTTx Wyre Network to the In-Home End User's Network (meaning all elements in the living unit necessary for the End User to access electronic communication services, excluding the OL and Drop Cable), which is either a Standard FTTx Drop Cable or a Non-Standard FTTx Drop Cable.

FTTx List Price has the meaning set forth in Section 4.1.

Geographies means (i) Flanders (excluding Voeren); (ii) Brussels-Capital region: Schaerbeek, Etterbeek, Koekelberg, Berchem-Sainte-Agathe, Ganshoren, Jette and Forest, Saint-Josse-ten-Noode, City of Brussels, Watermael-Boisfort, Woluwe-Saint-Lambert, Anderlecht and Molenbeek-Saint-Jean; (iii) Wallonia: Comines-Warneton and the "Aiesh" (Association Intercommunale d'Electricité du Sud du Hainaut) area in the municipalities Erquelinnes, Beaumont, Sivry Rance, Froidchapelle, Momignies, Chimay and Couvin).

HE or **Headend** means a local aggregation point for POP locations with each HE covering approximately 18,000 connectable premises in the Own Passive FTTx Network.

HUB means a local aggregation point for POP locations serving those areas where the End User distance is within twenty (20) kilometers from the HUB and outside the reach of a Headend, with each HUB covering approximately 8,000 connectable premises in the Own Passive FTTx Network.

In-Home End User's Network means all elements in the Living Unit necessary for the End User to access electronic communication services, excluding the OL and the Drop Cable.

LU or **Living Unit** means any premise located within the Geographies that is used either for residential or business purposes and being located in an SDU or MDU. Service Unit(s) (SU(s)) (such as elevators or alarm/fire detection systems) which are contained in an MDU are also

considered as being Living Units. One LU that would have multiple FTTx connections is counted as one single LU.

MDU or **Multi Dwelling Unit** means apartment buildings, condominiums or similar units where multiple dwellings are contained within one lot of land. MDU comprises both **Simple-MDUs** and **Complex-MDUs**.

NIU means Network Interface Unit.

Non-Cooperation FTTx Area means the parts of Geographies with high population density which fall outside the FTTx Cooperation Area.

Non-Recurring Charge means additional irregular charges and fees due by the Wholesale Customer as applicable.

Non-Standard FTTx Drop Cable means (i) an FTTx Drop Cable for an underground connection with Wyre's Geographic Information System (GIS) length of more than fifteen (15) meters between the building line ("*rooilijn*") and the entry point of the habitable part of the Living Units (unless there is an available and usable introduction duct or equivalent of maximum 50 meters) or (ii) an FTTx Drop Cable for an aerial connection with GIS length of more than fifty (50) meters between the building line and the entry point of the habitable part of the Living Unit.

Northbound side means the side of the communication path in the upstream direction (i.e. from the End User).

OL means Optical Outlet. The Optical Outlet terminates the FTTx Drop Cable in the premise and holds a connector where the fiber patch cable towards the CPE can be plugged into.

OLT means Optical Line Terminal.

Own Passive FTTx Network means the passive FTTx network(s) with a point-to-point topology (that may be used for mass-market (non-Bespoke) wholesale and retail FTTx network services) , owned by, or on which there is an exclusive right to operate and commercialise (such as by emphyteutic lease or concession) for, Wyre, Telenet or (one of) Telenet's Affiliates.

Passive FTTx Access has the meaning set forth in Section 2.

Passive FTTx Co-location has the meaning set forth in Section 2.

Passive FTTx Drop Cable Rental has the meaning set forth in Section 2.

Passive FTTx Wholesale Services means the passive FTTx wholesale services provided by Wyre to Wholesale Customer in the Non-Cooperation FTTx Area, consisting of (i) Passive FTTx Access, (ii) Passive FTTx Drop Cable Rental and/or (iii) Passive FTTx Co-location, as set forth in Section 2.

POC means a Point of Connection where the FTTx Drop Cable of an End User is connected to the Wyre Network.

Recurring Charge means charges and fees after application of discounts, due by the Wholesale Customer on a monthly basis, as detailed in Section 4.

Reseller Customer means a electronic communications provider to which Wholesale Customer resells the Wholesale Services, and who uses these Wholesale Services to offer electronic communication services to Wholesale Customer End Users and/or other reseller.

SDU or **Single Dwelling Unit** means an individual dwelling located on a single lot of land.

Service Levels means the service levels in relation to the provision of the Passive FTTx Wholesale Services as detailed in Appendix 1.

Southbound side means the side of the communication path in the downstream direction (i.e. towards the End User).

Standard FTTx Drop Cable means (i) an FTTx Drop Cable for a façade connection, (ii) an FTTx Drop Cable for an underground connection with GIS length up to fifteen (15) meters between the building line ("*rooilijn*") and the entry point of the habitable part of the Living Unit (or with GIS length of more than fifteen (15) meters if there is an available and usable introduction duct or equivalent of maximum 50 meters) or (iii) an FTTx Drop Cable for an aerial connection with GIS length up to fifty (50) meters between the building line and the entry point of the habitable part of the Living Unit.

Third Party Passive FTTx Network means any passive FTTx network with a point-to-point topology that is not the Own Passive FTTx Network (to the extent such network is located within the Non-Cooperation FTTx Area).

Unilateral Commitments means the [draft] unilateral commitments dated [] unilaterally submitted by Wyre to the BCA.

Wholesale Customer means a third-party operator that has or seeks to have wholesale access to the Wyre Network.

Wholesale Customer End User means an End User procuring services from Wholesale Customer or Reseller Customers based on the Wholesale Services of Wyre.

Wyre Network means (i) the Own Passive FTTx Network and (ii) any Third Party Passive FTTx Network made accessible by Wyre to Wholesale Customer, in its sole discretion, consisting of the technical infrastructure, in whole or in part, and elements/components and attached systems thereof (including inter alia the optical fiber cables, fiber enclosures, optical distribution frames, (automated) patch panels and splicing shelves), up to and including the Demarcation Points, that are managed and operated by Wyre or its suppliers and based on which Wyre provides Wholesale Services within the Non-Cooperation FTTx Area.

2. Passive FTTx Wholesale Services

2.1 Wyre shall make available the Passive FTTx Wholesale Services in the Non-Cooperation FTTx Area, consisting of the combination of all of (i) Passive FTTx Access, (ii) Passive FTTx Drop Cable Rental and/or (iii) Passive FTTx Co-location.

(i) *Passive FTTx Access*

2.2 Passive FTTx Access means the connectivity to the Wyre Network by means of connecting the CPE device to the termination point of the passive FTTx network in the End User's premise (OL). At the Northbound side, the Wholesale Customer (and, as the case may be, its Reseller Customer) will provide their own active equipment for the interconnection with the Wyre Network in Wyre's Passive FTTx co-location technical facilities or in the co-location technical facilities of the Third Party Passive FTTx Network to provide E2E service offering.

2.3 The Demarcation Points for Passive FTTx Access are (i) at the Southbound side, the OL, and (ii) on the Northbound side, the FTTx interconnection point in the HE/HUB location where the active equipment of the Wholesale Customer is installed.

(ii) *Passive FTTx Drop Cable Rental*

2.4 Passive FTTx Drop Cable Rental means the provision of connectivity to the Wyre Network with an FTTx Drop Cable rented out by Wyre to the Wholesale Customer. A mechanism to connect homes which require a Non-Standard FTTx Drop Cable is provided.

(iii) *Passive FTTx Co-location*

2.5 Passive FTTx Co-location means the provision by Wyre, at the request of the Wholesale Customer, of co-location services in the HE/HUB locations of Wyre, or in a third party's location in case Wyre collaborates with such third party, allowing the Wholesale Customer to place its (and, as the case may be its Reseller Customer's) active equipment to connect to the Wyre Network.

3. Service Level Agreement

3.1 The service level agreement and related terms are described in **Appendix 1**.

4. Pricing

(i) *FTTx List Prices*

4.1 Wyre will provide the Passive FTTx Wholesale Services in the Non-Cooperation FTTx Area at the prices listed below. The FTTx List Prices set out below are for the year 2025 and exclusive of VAT.

(a) Monthly recurring charge of **[Confidential price information – in order to obtain this information, please countersign the Non-Disclosure Agreement published on the BCA webpage, and contact pieter.debaene@wyre.be with the subject line "BCA Market Test Document Request".]** euros per month collectively for Passive FTTx Access (per active FTTx line) and Passive FTTx Drop Cable Rental (per Standard FTTx Drop Cable, covering all related costs, amongst others

installation, repair and maintenance cost (labour and materials)). In the context of its reporting commitment in Section 12.2.1 of the Unilateral Commitments, Wyre will report to the Monitoring Trustee about the cases where drop cables have not been placed by Wyre. If there is a consistent market evolution in the Non-Cooperation FTTx Area towards widespread use of drop cables not placed by Wyre, Wyre will engage in good faith discussions with the Monitoring Trustee and the Auditorat to amend the Key FTTP Terms with a view to enabling the monthly recurring charge of **[Confidential price information – in order to obtain this information, please countersign the Non-Disclosure Agreement published on the BCA webpage, and contact pieter.debaene@wyre.be with the subject line "BCA Market Test Document Request".]** euros to be adjusted upwards or downwards on a case-by-case basis, taking into account drop cable ownership and (one-off and recurring) costs borne by Wyre.

(b) **Passive FTTx Co-location**:

(1) (Redundant) power per month:[1]

(Redundant) power per month (including cooling)	Euro
48 V (DC) per ampère	16,95 €
230 V (AC) per ampère	74,77 €

(2) Rack per month:

Rack recurrent per month	Euro
HE operator half rack (22U)	458,55 €
HUB operator half rack (22U)	305,70 €
HUB supporting ¼ rack for active equipment (25A max)	211,41 €
HE additional rackspace per 22U	458,55 €
HUB additional rackspace per 22U	305,70 €

4.2 For the sake of clarity, if Passive FTTx Access, Passive FTTx Drop Cable Rental and/or Passive FTTx Co-location are provided for only part of a given Billing Month, then the Recurring Charges will be charged *pro rata* for this part of the Billing Month that the Passive FTTx Access Service, Passive FTTx Drop Cable Rental and/or Passive FTTx Co-location were provided.

(ii) *Non-Recurring Charges*

4.3 The following Non-Recurring Charges shall apply (for the year 2025 and exclusive of VAT):

(a) **Activation / deactivation line**

Per successful executed order, a (de)activation fee will be charged.

[1] Charges for "power" are for the electricity used to power the racks. "Redundant" power refers to the back-up powerline to power the racks in case the other line does not function.

The charge depends on the type of (de)activation.

NRC	**Price**
Activation fee new Wholesale Customer End User line	2,17 €
Deactivation fee Wholesale Customer End User line	0,30 €
Activation fee migration Wholesale Customer End User	2,17 €
Deactivation fee migration Wholesale Customer End User	0,30 €

(b) **Repair interventions**

Wyre shall charge for a wrongful request (by Wholesale Customer) in the event that a Wyre technician made all relevant observations on site and either (i) the technician finds no issue (i.e., the service is available), or (ii) the technician established that the root cause of the problem is located at infrastructure not under the responsibility of Wyre and the Wyre technician does not solve the issue.

Wyre shall charge a repair fee (and not a charge for a wrongful request) in the event that the Wyre technician solves an issue of which he established that the root cause is located at infrastructure under the responsibility of Wholesale Customer (examples: in-home installation, …). Wyre does not need the Wholesale Customer's authorisation when repairing an issue the root cause of which is located at a point of the infrastructure under the responsibility of Wholesale Customer. If the Wyre technician is on-site and does not obtain the Wholesale Customer's prior approval before resolving an issue it believes to be under the responsibility of the Wholesale Customer, the Wyre technician will provide the Wholesale Customer with sufficient proof (including a detailed description of all steps undertaken by the Wyre technician) for it to assess whether the intervention was appropriate and whether the issue effectively was due to the Wholesale Customer. Should the Wholesale Customer be of the opinion that the intervention (and resulting charge) was not appropriate, the Wholesale Customer may dispute this with an appropriate demonstration of proof.

OL Move means situations where the Wholesale Customer needs the OL to be removed or relocated to a new location after installation of the Order. Wyre shall charge a flat fee covering the travel time and execution of the work on site required to relocate or remove the OL. An OL Move request can be forwarded to Wyre. If the cost exceeds the flat fee mentioned herein, the Wholesale Customer will first receive a quotation from Wyre. The OL Move will only be carried out after approval of the quotation by Wholesale Customer, unless otherwise agreed on in the relevant service meeting.

NRC	**Price**
Wrongful request	94,15 €
Repair	167,70 €
OL Move	167,70€

(c) Change or cancellation of appointment

Wyre shall charge an administrative fee in the event that Wholesale Customer requests a change or cancellation of the appointment after an appointment date was communicated by Wyre, when that change/cancellation is requested after mid-day the day before the appointment.

NRC	**Price**
Administrative fee for change appointment	The missed appointments fee as indicated below in Section (d)
Administrative fee for cancel appointment	The missed appointments fee as indicated below in Section (d)

Missed appointments (Useless Visit)

NRC	**Price**
Missed appointment (Useless Visit)	40,35 €

(d) Deinstallation

NRC	**Price**
Deinstallation	0,00 €

(e) Non-Standard FTTx Drop Cable

For a Non-Standard Drop Cable, Wyre charges a one-off lump sum covering the installation cost (labour and material) of the part of the Non-Standard FTTx Drop Cable beyond the maximum GIS length of the Standard Drop Cable. Wyre and the Wholesale Customer need to agree upon whether, based on the one-off lump sum quote, the Wholesale Customer will agree to proceed with the installation.

The one-off lump-sum amount for a Non-Standard FTTx Drop Cable consists of a fixed price per meter of additional distance beyond the maximum GIS length of the Standard FTTx Drop Cable:

a) for underground connections: €30,57 per meter; and

b) for aerial connections: €132,47 per fifty (50) meter.

Wyre will provide an additional quote **as indicated in the SLAs in Appendix 1** in case of a request for the FTTP Drop Cable termination in the in-house set-up at another location than the default location of the OL, meaning the location of the NIU (or as close as possible) or if there is no NIU present, preferably the technical room or at another location as close as possible to the entry point (in any event less than 10m and in the first room where the cable enters the Living Unit, but only after alignment with the End User), it being understood that for underground connections, i) Non-Standard FTTx Drop Cables with a length between 15 and 25 meters (meters as from the building line ("*rooilijn*") until the entry point of the habitable part of the Living Unit) will be invoiced at the prices indicated above for

underground connections without the need for quotation and the need for prior approval of the Wholesale Customer, and ii) Non-Standard FTTx Drop Cables with a length above 25 meters (meters as from the building line ("*rooilijn*") until the entry point of the habitable part of the Living Unit) will be invoiced subject to a quotation and the prior approval of the Wholesale Customer.

(f) **Co-location**

(1) Installation fees

Item	**Euro**
Rackspace half rack (22U)[2]	1.834,20 €
Power installation[3]	2.038 €
(HE only) Pre-cabling patch panel towards splitters[4]	1.834,20 €
(HE only) Security and household costs[5]	1528,50€

(2) One-off changes[6]

Item	**Euro**
Rackspace half rack (22U)	1.834,20 €
Power upgrade installation	2.038 €
Additional pre-cabling to the patch panel towards splitters	0 €

(iii) Discounts

4.4 In line with its non-discrimination commitment, Wyre may grant discounts to Wholesale Customers in the Non-Cooperation FTTx Area provided that the lowest net price (i.e. net of the discount) per home passed applied to any Wholesale Customer operating on the Wyre FTTx Network in the Non-Cooperation FTTx Area shall for any given month never be more than 15% below the highest net price per home passed applied to any Wholesale Customer operating on the Wyre FTTx Network in the Non-Cooperation FTTx Area.

4.5 For the avoidance of doubt, Wyre shall provide the Monitoring Trustee with any information necessary to verify compliance with the above discounting principles as part of its reporting obligations under the Unilateral Commitments.

Price review mechanism

4.6 As of the beginning of 2026 and on 1 January of each calendar year during the term of the wholesale agreement between Wyre and the Wholesale Customer, for each Passive

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2 A "half rack" is one part of a standard rack divided into two equal parts, where the Wholesale Customer's equipment shall be installed.

3 Power installation is mounted to provide electricity and cooling for racks.

4 Pre-cabling patch panel towards splitters refers to the patch between the Wholesale Customer's equipment and Optical Distribution Frame.

5 Security and household costs are related to the building itself, to provide security systems, heating, air conditioning etc.

6 These charges would apply if extensions or upgrades are needed in the future.

FTTx Wholesale Service, the FTTx List Prices and the Non-Recurring Charges as set out above shall be increased (compounded annually) by a fixed escalator of 1.9% to reflect the evolution of the various cost components (type of cost categories such as cost of labour and equipment in Belgium for OPEX as well as CAPEX, energy costs, costs related to external supplier contracts etc) that are incurred by Wyre with respect to the provision of the relevant Passive FTTx Wholesale Services Each such adjustment will be automatically incorporated in these Key FTTx Terms and the wholesale agreement between Wyre and the Wholesale Customer.

5. Non-discrimination

5.1 Wyre shall not at any time discriminate between its Wholesale Customers (including for the avoidance of doubt Wholesale Customers that are Affiliates of Wyre, and Wyre itself in case of self-supply) with respect to the supply of Passive FTTx Wholesale Services, with respect to any price, technical, or other access-related conditions.

5.2 Wyre may differentiate with respect to (recurring and non-recurring) wholesale prices and service levels if and to the extent there are justified, reasonably substantiated, objective differences between its Wholesale Customers.

5.3 The process for the resolution of differences under Section 4 of the Joint Commitments, which are listed in Appendix 6 of Annex 2 (Key HFC Terms) of the Unilateral Commitments, will result in the resolution of such differences also in relation to the supply of Passive FTTx Wholesale Services in the Non-Cooperation FTTx Area.

6. Application and onboarding process for the provision of Passive FTTx Wholesale Services

6.1 The Applicant shall submit an Application to Wyre, including the following information:

(a) a reference to these Key FTTx Terms as published on Wyre's website;

(b) the Applicant's legal information;

(c) official documents identifying the Applicant as an operator which has complied with the obligations stemming from the relevant legislation pertaining to the provision of electronic communication services in the Geographies;

(d) one or more contact persons of the Applicant; and

(e) an overview of the requested services and an estimate of the expected volumes for each service during the first year. For the avoidance of doubt, Wyre commits to handle all reasonable Applications equally, regardless of the indicative volumes provided by the Wholesale Customers, with due consideration of the availability of alternative providers.

6.2 This Application must be sent by email to sales@wyre.be or by registered mail to the following address: Wyre BV Wholesale Department, Liersesteenweg 4 2800 Mechelen.

6.3 Following the receipt of an Application, Wyre will inform the Applicant within three (3) Working Days after receiving the Application that :

(a) the Application is compliant with the above conditions; or

(b) the Application is non-compliant with the above conditions, in which case Wyre will inform the Applicant in writing of the factors that render the Application non-compliant. The Applicant can then submit a revised Application fulfilling these factors.

6.4 Once the Application is considered compliant, Wyre shall then undertake best efforts to proceed with the onboarding process and enter into a wholesale agreement within three months. In case no wholesale agreement has been entered into within three months, Wyre will inform the Monitoring Trustee of the status and prospects of the onboarding process, and of the reasons for the delays encountered.

6.5 The implementation phase of the onboarding process consists of the following steps which are required to confirm the technical compliance necessary to provide the Wholesale Services to Wholesale Customer:

(a) 8 months before the go-live date (i.e. the activation of the wholesale access, as indicated in point (f) below), Wyre and the Wholesale Customer will sign an agreed project plan with a view to setting out the detailed steps in the implementation phase.

(b) 4 months before the go-live date, while Wyre ensures colocation readiness and IT configuration, the Wholesale Customer will install OLTs in the selected HE/HUB locations for testing purposes.

(c) 2.5 months before the go-live date, after the completion of commissioning, both the Wholesale Customer and Wyre will start the integration process based on predefined mutually agreed test scenarios. At the same time, Wyre would conduct the end-to-end testing.

(d) 1.5 months before the go-live date, if there are no blocking test scenarios (i.e. if all user and test scenarios run correctly and processes work end-to-end) on the test environment, the Wholesale Customer and Wyre would give clearance for the wholesale access to go live.

(e) 1 month before the go-to live date, the Wholesale Customer and Wyre would conduct regression and scenario testing on the production environment to make sure that the end-to-end testing results are confirmed in the real life environment with Wholesale Customer on the network.

(f) If the tests are successful, wholesale access would be activated (i.e. the go-live date).

7. Information barriers and antitrust compliance

7.1 Wyre commits, at its own cost, to prevent the direct or indirect passing or spilling over to Wyre's other wholesale customers and Wyre's Affiliates of any information or customer data with respect to Wholesale Customer (including information and/or customer data related to its Reseller Customers) and/or Wholesale Customer End Users, in accordance with antitrust law standards.

7.2 Wyre also commits to require all its suppliers (including contractors) that (i) could reasonably have access to commercially sensitive information or customer data with respect to Wholesale Customer (including information and/or customer data related to

its Reseller Customers) and/or Wholesale Customer End Users and (ii) are specifically used for the provision of the Wholesale Services, to implement and maintain complete and effective information barriers, that are customary and in accordance with antitrust law standards, so as to avoid the direct or indirect spilling over of such commercially sensitive information or customer data with respect to Wholesale Customer (including information and/or customer data related to its Reseller Customers) and/or Wholesale Customer End Users.

7.3 In the event that Wyre would start offering retail FTTx based services to End Users, Wyre commits, at its own cost, to maintain complete and effective information barriers that are customary and in accordance with antitrust laws (including Chinese walls rules), so as to exclude the passing or spilling over of any information or customer data with respect to Wholesale Customer and/or Wholesale Customer End Users.

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APPENDIX 1

Service Level Agreement

GENERAL

(1) For the Wholesale Services provided in the Non-Cooperation FTTx Area and for the different business processes underlying these services, Wyre commits to certain Service Level Agreements (hereafter "SLAs") and foresees compensations in case certain SLAs cannot be respected.

(2) The purpose of this Appendix is to set up a framework for the operational cooperation between Wyre and Wholesale Customer. For the purposes of the agreed SLAs and compensations, the following specific definitions apply in this Appendix:

- "**Working Hours":** working hours between 8 o'clock and 16 o'clock from Monday to Friday. In case no specific reference is included to Calendar Hours or Extended Working Hours, the normal Working Hours will be applicable.

- **"Calendar Hours":** in case of high-priority and urgent matters, support will be provided full-day round-the-clock-hours, i.e., 24 hours per day, 7 days per week**.**

- **"Extended Working Hours":** working hours between 7 o'clock and 22 o'clock from Monday to Saturday (unless specified otherwise in this Appendix).

- "**Force Majeure Event**" means an external event which could not have been foreseen by exercising the due care of a prudent businessman and which could not have been averted or could not have been averted in good time by technically and economically reasonable means in accordance with the requirements for the due care of a prudent businessman. This includes, where the foregoing conditions are fulfilled, acts of war, riots, epidemic, disturbances, civil unrest and disturbance, sabotage, actions of civil or military authorities, embargoes, explosions, bankruptcy of a licensor or a supplier, strikes or labor conflicts (including those involving its employees) or lockouts (insofar lawful), cable cuts, power blackouts (including those blackouts arising from the application of a power cut plan drawn up by the authorities), adverse weather conditions (such as flooding, prolonged frost, fires or storms).

- "**Order**": an order launched at Wyre by Wholesale Customer either (i) for the provision of service configuration and/or activation, including FTTx Drop Cable connections and patching works (fulfilment order) or (ii) for problem resolution (assurance order).

- "**RGU"**: a revenue generating unit.

- "**Simple Installation**": for the purposes of SLAs related to fulfilment processes, any installation of a Standard FTTx Drop Cable that is a façade connection.

- "**Complex Installation**": for the purposes of SLAs related to fulfilment processes, the installation of a Standard FTTx Drop Cable for (i) an underground connection with GIS length up to 15m between the building line and the entry point of the habitable part of the Living Unit or (ii) for an

aerial connection with GIS length up to 50m between the building line and the entry point of the habitable part of the Living Unit.

- "**Non-Standard Installation**": for the purposes of SLAs related to fulfilment processes, the installation of a Non-Standard FTTx Drop Cable.

- "**Simple Service Restoration**": for the purposes of SLAs related to assurance processes, any intervention for the network being out of service that is not a Complex Service Restoration, including patching, connectors and FTTx Drop Cable replacements.

- "**Complex Service Restoration**": for the purposes of SLAs related to assurance processes, interventions for the network being out of service that require digging and/or splicing.

- "**Reset-the-Clock**": is the scenario in which the timer of the following SLAs is reset: "Network Intervention – Urgent Intervention", "Complex Service Restoration" and "Simple Service Restoration". This reset is caused by specific events ("**Reset-the-Clock**" events) that are outside of the control of Wyre. The following events are considered as "Reset-the-Clock" events:
    - the Wholesale Customer End User moves the appointment;
    - the Wholesale Customer End User is absent;
    - the Wholesale Customer End User refuses the execution of the intervention;
    - the Wholesale Customer End User has not finished the preparatory work;
    - the Wholesale Customer End User cancels the scheduled intervention; and
    - the location is not accessible.

  In case the appointment is scheduled with the Wholesale Customer End User outside the SLA due time, the timers will be applicable as from that date.

- "**Useless Visit**": a Wyre technician is requested by Wholesale Customer to perform field activities to resolve the network related problems, but is not able to perform the field activities due to different reasons such as the Wholesale Customer End User not being present (i.e. missed appointment by the Wholesale Customer End User, rescheduled appointment by the Wholesale Customer End User, etc.), the refusal of the Wholesale Customer End User to allow the Wyre technician to perform the necessary field activities, Living Units not being accessible, or any other case where Wholesale Customer has not taken all necessary measures to ensure that the Wyre technician is able to perform the given field activities. Prior to the visit, a message will be sent to the Wholesale Customer through the API interface to confirm that the Wyre technician is on his way. In addition, the Wyre technician will complete a sufficiently detailed visit report to give evidence of the visit and provide useful information (including a specific description of the façade of the Living Unit). This visit report will be provided to Wholesale Customer via the API interface. Wyre will investigate the feasibility of the Wyre technician contacting the End User prior to the visit with a view to (if feasible) implementing a compulsory contact system prior to the visit. If such system is implemented, the Wyre technician will call the End User (to the extent the Wholesale Customer has shared the relevant contact details of the End User).

- "**Wrongful Repair**": a case where Wyre or Wholesale Customer technician (i) could not find any issues even though an Order was created by the other party to go on site, or (ii) identifies during the performance of its field activities that the root cause of the problem is not under the responsibility of Wyre.

- "**Wish Date**": the date on which the Wholesale Customer End User would prefer to have the Wholesale Services provided. This Wish Date might be in a timeframe that is outside of the standard available window for the "Network modification – drop cable connection" SLA. The

Wish Date may not be beyond the period during which the WFM calendar is open (i.e. four (4) months).

A. SERVICE LEVEL AGREEMENTS ("SLAs")

(3) Per type of business process or Order that requires Wyre intervention, Wyre has defined accurate SLAs where possible. Unless stated otherwise, the start of each SLA timer is the assignment of the Order to Wyre and the stop of each SLA timer is the closing of the Order by Wyre. For the Orders that cannot be executed within the SLA timers set out in this Appendix, Wyre will execute these Orders at its best effort (without prejudice to any compensations or penalties due in accordance with this Appendix). The Wholesale Customer can request a justification from Wyre in case of delays.

(4) Certain SLAs (as specified below) are subject to a learning curve of one (1) year as from the date of the first fulfilment order from a Wholesale Customer to Wyre for the purpose of further monitoring to be able to accurately measure the performance of Wyre and define a final SLA. Wyre already wants to be transparent towards Wholesale Customer regarding the provided SLAs, also for these activities and processes that are subject to a learning curve and will only be provided on a best effort basis. Whenever duly justified on the basis of the experience gained, these SLAs will be reviewed before becoming binding and enter into force following the end of the learning curve. The principles set out in this paragraph apply each time a reference is made to a "learning curve" below.

(5) Both Wyre and Wholesale Customer agree that the objective of this document is to optimize operational collaboration and all efforts should be taken to avoid compensations or penalty fees. In certain specific circumstances, referred to as Force Majeure Events, Wyre will not be held to comply with affected SLAs. In addition, the coordination and execution of the administrative and technical aspects of migrations requested by Wholesale Customers, forecasted on a project basis, shall not be considered in scope of the SLAs set out in this Appendix and shall in any event be provided on a best efforts basis.

(6) Wyre will use its best efforts (without prejudice to any compensations or penalties due in accordance with this Appendix) to obtain permits or authorizations, as applicable, as soon as possible whenever necessary to execute the SLA within the timer set out in this Appendix.

(7) The "Network Modification" SLAs related to Fulfillment processes are based on the forecast provided by Wholesale Customers. For these SLAs, in case of forecast overrun, any failure by Wyre to comply with one or more of these SLAs for the orders in overrun shall not be considered a breach of the SLA. The Wyre activities related will then be provided on a best effort basis.

(8) When indicated in this Annex 3 that the SLAs will be provided on a best effort basis, then these SLAs will be assessed during the relevant monthly service meetings, with the purpose of improving the effectiveness of the relevant processes.

(9) Wyre will provide reporting on the SLAs on a monthly basis to Wholesale Customer and to the Regulator, including the measuring points to allow Wholesale Customer to verify the calculations

and compliance with the SLAs. These SLA reports are discussed during the monthly service meetings.

(10) Unless expressly stated otherwise in this Appendix, Non-Standard Installations performed via a quotation are included in the SLAs in this Appendix.

1.1 SLAs in relation to Fulfillment processes

1.1.1 Non-Standard Presales & Roll-out of customer solution design

(11) During the presales process, Wholesale Customer might need to initiate an Order towards Wyre to obtain a customer solution design for Non-Standard Installations. Depending on whether a pre-site visit is needed to be able to define the customer design, specific timers are applicable for delivering the customer solution design. The timer is calculated on all Orders initiated by Wholesale Customer.

SLA	Timer
Provide customer solution design without pre-site visit	5 Working Days following the creation of the Order
Provide customer solution design with pre-site visit	10 Working Days following the creation of the Order

(12) Once the solution has been confirmed by Wholesale Customer, Wyre has the obligation to build the proposed solution within the delivery timings as defined below following the confirmation on the customer solution design. The delivery timings depend on the required input for building the solution (permit required yes/no).

(13) The above SLAs and timers are subject to a learning curve of one (1) year.

SLA	Timer
Build standard customer solution design without permit	95% will be delivered within 20 Working Days following the confirmation
Build customer solution design with permit	95% will be delivered within 30 Working Days following the confirmation

(14) The above SLAs and timers are subject to a learning curve of one (1) year.

1.1.2 Order Handling

(15) Before Wholesale Customer can launch an Order, Wholesale Customer needs to perform a pre-order customer feasibility check based on the validated customer address. Wholesale Customer can obtain a validated customer address either through the address inventory database provided by Wyre, or, in case the address cannot be found in the database, through a manual ticket process.

(16) A specific timer applies for obtaining a validated customer address. This timer is calculated on all requests initiated by Wholesale Customer, both requests that are processed automatically and manual tickets.

SLA	Timer
Obtain validated customer address	80% will be delivered within ten (10) minutes during Working Hours
	95% will be delivered within two (2) Working Days
	99% will be delivered within five (5) Working Days

1.1.3 Service Configuration and Activation

(17) Once Wholesale Customer has initiated an order, Wyre is responsible for executing the service configuration and activation (provisioning) process. During this process, Wyre needs to allocate the network resources to the customer installation address within specific timers. The timer starts when initiating the Order or when initiating the activation request and stops once Wyre has allocated the network resources or when it has executed the activation, in real time or in near real time. The below SLA and timers are subject to a learning curve of one (1) year.

SLA	Timer
Allocate the network resources	95% autocompleted
	99.9% (in case of fall out (errors)) in two (2) Working Days

1.1.4 Party order handling

(18) Wholesale Customer is responsible for performing or initiating all activities in relation to the installation, configuration, activation and testing of specific resources for the benefit of its End User. To this end Wholesale Customer can initiate Orders to Wyre for (i) network modification, (ii) resource installation, if any, or (iii) a network intervention in certain cases. Depending on the specific work order, different timers apply.

a) Network modification for activation of a Wholesale Service –/ patch intervention

SLA	Timer
Patch intervention (POP patching)	95% in five (5) Working Days
	99% in fifteen (15) Working Days

(19) The above SLA and timers are subject to a learning curve of one (1) year.

b) Network modification – Passive FTTx Drop Cable connection

(20) For the Standard FTTx Drop Cable connection, a distinction should be made between (i) Simple Installation and (ii) Complex Installation. Non-Standard Installations are performed via a quotation and are not included for the purposes of the below SLA; however, any ad hoc timer proposed in relation thereto shall be reasonable and justifiable. All below timers are only valid for Connectable Premises.

(21) The "Network modification – Passive FTTx Drop Cable connection" indicator measures the availability of the earliest proposed slot with respect to the applicable defined timers. The related SLA is considered respected for a Standard FTTx Drop Cable connection Order if at least one slot within the defined timers or with respect to the Wish Date, whichever is the latest, is proposed for that Order.

(22) If Wholesale Customer communicates a Wish Date that is outside the below mentioned timers (late Wish Date), the earliest proposed slot must be at the latest on the communicated Wish Date.

For such cases the "Network modification – drop cable connection" indicator will be considered respected and will fall in the scope of the minimum agreed timer.

(23) If multiple slots are required for an Order (for example following an appointment missed by Wyre), the timers defined hereunder remain applicable. Meaning that for a second installation date to be scheduled, the same indicator should be met.

(24) For each Standard FTTx Drop Cable connection Order submitted to Wyre via the API interface and accepted by Wyre, the earliest proposed slot must be within the below timers (per type of installation).

SLA	Timer
Simple Installation	95% in ten (10) Working Days
Complex Installation	95% in fifteen (15) Working Days

(25) The above SLA and timers are subject to a learning curve of one (1) year.

(26) The SLA is only applicable to Orders that do not concern a request from an End User addressed to Wholesale Customer for the move of the OL within a premise or the removal of the OL (for example because of demolishing of premises) (an OL Move).

(27) For the sake of clarity, in case an order requires more than only patching, the different timers will not be added to each other and only the longest timer will be applicable.

c) Network intervention – Urgent intervention

(28) The SLA as defined hereunder refers to the lead times of urgent interventions required during installation to come to a successful customer fulfilment. The purpose of this SLA is to ensure that Wholesale Customer is assisted as soon as possible.

SLA	Timer
Urgent intervention (simple i.e. anything non-complex, including patching)	80% within eight (8) Working Hours
	99% within the next Working Day
Urgent intervention (complex i.e. digging and/or splicing)	
	95% within three (3) Working Days
	99% within four (4) Working Days

(29) Wyre will use its best efforts to transform a complex intervention into a simple intervention by performing a temporary repair eliminating the impact for the End User. For the avoidance of doubt, the SLA is considered fulfilled once a temporary repair has been completed and service has been restored. The requirement for a permanent repair does not fall within the scope of this SLA, but is included in the SLA "Change Management Notification".

(30) The above SLA and timers are subject to a learning curve of one (1) year.

1.2 SLAs in relation to Assurance processes

1.2.1 Party Problem Handling (Wyre)

(31) Throughout the different processes as outlined above and within the framework of the Assurance process, an Order can be launched at Wyre for problem resolution under the responsibility of

Wyre. For Simple Service Restorations, next to the Basic timers, Enhanced timers can also be ordered for certain types of activities in return for an additional fee.

(32) Wyre will use its best efforts to transform a complex intervention into a simple intervention by performing a temporary repair eliminating the impact for the End User. For the avoidance of doubt, the SLA is considered fulfilled once a temporary repair has been completed and service has been restored. The requirement for a permanent repair does not fall within the scope of this SLA, but is included in the SLA "Change Management Notification".

a) Complex Service Restoration for End Users

(33) An SLA is provided for Complex Service Restoration. This SLA applies to Orders for repair. Wrongful Repair requests will be excluded from the calculation of the SLA. The below SLA and timers are subject to a learning curve of one (1) year.

SLA	Timer
Complex Service Restoration	95% in four (4) Working Days
	99% in six (6) Working Days

b) Simple Service Restoration for End Users

(34) An SLA is provided for Simple Service Restoration. Wrongful Repair requests will be excluded from the calculation of the SLA. The below SLAs and timers are subject to a learning curve of one (1) year.

SLA	Timer
Simple Service Restoration (Basic)	90% in ten (10) Working Hours
	95% in eighteen (18) Working Hours

(35) Enhanced timers can be made available upon request. These timers apply during Extended Working Hours. The below SLAs and timers will be reviewed after a learning curve of one (1) year.

SLA	Timer
Simple Service Restoration (Enhanced)	75% in five (5) Extended Working Hours
	90% in ten (10) Extended Working Hours
	95% in twenty (20) Extended Working Hours

(36) The availability of the Premium service restoration is currently under review in view of the actual design that has not yet been implemented.

1.2.2 Incident Management

(37) During the incident management process, Wyre will need to restore the service as quickly as possible with minimum impact on the Wholesale Customer End User.

a) Incident diagnosis and resolution

(38) As soon as the incident has been notified to Wyre, the resolution timers for the incident start running. The applicable resolution timers depend on the categorization or nature of the incident,

i.e., network- or IT-related, and on the prioritization of the incident. Based on the impact of the incident, Wyre will allocate a priority to the incident.

(39) The prioritization of network-related incidents can be summarized as follows:

Priority	Impact (thumb rules)
P1 (Critical incidents)	>10.000 connections
P2	> 50 connections
P2	2-50 connections or Brussels Region

(40) The prioritization of IT-related incidents can be summarized as follows:

Priority	Impact (thumb rules)
P1 (Critical incidents)	Fulfilment and Assurance systems
P2	Availability of all supporting tools Generic errors
P3	Individual customer appointment booking

(41) The above prioritization of IT-related incidents indicates a best-efforts commitment and will be subject to a learning curve of one (1) year.

(42) For network-related incidents, the following timers apply for the diagnosis lead time depending on the priority of the incident. The diagnosis timers start when the network incident ticket is created and stop as soon as the network incident has been diagnosed by Wyre and the repair activity starts. These SLAs and timers are subject to a learning curve of one (1) year. After this learning curve, Wyre will evaluate the possibility to include a resolution time.

Priority	Timeframe	Timer
P1	Calendar Hours	85% within two (2) Calendar Hours
P2 (> 50 connections)	Calendar Hours	85% within two (2) Calendar Hours
P2 (2-50 connections or Brussels Region)	15x7 (Extended Working Hours including also Sunday)	85% within two (2) Extended Working Hours including also Sunday

(43) For all network-related incidents, Wyre shall continue the repair activity until the incident has been resolved. For P1 incidents, the estimated time of repair will be provided by Wyre to Wholesale Customer.

(44) For IT-related incidents, the following timers apply for the resolution of the incident depending on the priority of the incident. The resolution timers start when Wyre is assigned an IT incident ticket and stop as soon as the IT incident has been closed by Wyre. The below SLAs and timers are subject to a learning curve of one (1) year. For the sake of clarity, “Extended Working Hours” for this SLA means working hours between 8 o’clock and 24 o’clock from Monday to Friday.

SLA	Timeframe	Timer
P1	Calendar Hours	90% within four (4) Calendar Hours
P2	16x5 Hours	90% within twenty-four (24) Extended Working Hours
P3	Working Hours	90% within seven (7) Working Days

1.2.3 Service Quality Management

(45) Within the Service Quality Management process certain specific SLAs have been defined, intended to measure the quality of the Wyre services delivered to a Wholesale Customer and its End Users.

a) Fulfilment related Service Quality Guarantees

i. Install executed

(46) The SLA "Install Executed" requires that at least 95% of all Orders requiring a visit of Wyre to the Wholesale Customer End User must take place in the agreed (day) time slot. In case the Wyre technician needs several appointments to finish an installation due to a reason attributable to Wyre, all appointments, as confirmed via the API by the Wholesale Customer towards the End User, are taken into account for the determination of this SLA. For the avoidance of doubt, if Wyre visited the Wholesale Customer End User within the agreed (day) time slot but was faced with a Useless Visit, the appointment will be deemed to have been met. Also, for the determination of the SLA, only installations requiring a visit of a Wyre technician are taken into account. The below SLA and timers are subject to a learning curve of one (1) year.

SLA	Timer
Actual installation date = agreed time slot (day slot)	At least 95% of all installations requiring a visit to End User

ii. Install First Time Right - Intervention

(47) The SLA "Install First Time Right Intervention" requires that for at least 95% of all installations carried out, no problem resolution Order requiring a Wyre intervention should be launched by Wholesale Customer within fourteen (14) calendar days following the successful completion of the installation by both Wyre and Wholesale Customer. The SLA timer starts at the moment of completion of the installation until the Order ticket is received by Wyre. The below SLA and timers are subject to a learning curve of one (1) year.

SLA	Timer
No repair request requiring an intervention for Wyre within fourteen (14) calendar days following the completion of the installation	At least 95% of all installations carried out

(48) The following Orders are excluded from the above SLA:

(i) Orders that are not "Install First Time Right Intervention" but they are caused by reasons outside of Wyre's responsibility;
(ii) Orders not submitted through the API.

b) Assurance related Service Quality Guarantees

iii. Repair executed

(49) The SLA "Repair Executed" requires that at least 95% of all problem resolution Orders requiring a Wyre intervention with a visit to the Wholesale Customer End User must take place in the agreed (day) time slot. In case the Wyre technician needs several appointments to finish the Order due to a reason attributable to Wyre, all appointments, as registered via the API by Wyre or Wholesale Customer towards the End User, are taken into account for the determination of this SLA. For the avoidance of doubt, if Wyre visited the Wholesale Customer End User within the agreed (day) time slot but was faced with a Useless Visit, the appointment will be deemed to have been met. Also, for the determination of the SLA, only Orders requiring a visit of a Wyre technician are taken into account. The below SLAs and timers are subject to a learning curve of one (1) year.

SLA	Timer
Actual repair date = agreed time slot (day slot)	At least 95% of all repairs requiring a visit to End User

iv. Repair First Time Right - Intervention

(50) The SLA "Repair First Time Right Intervention" requires that for at least 95% of all problem resolution Orders carried out by Wyre, no second problem resolution Order should be initiated for which Wyre is responsible within fourteen (14) calendar days following the completion of the initial Order ticket. The SLA timer starts at the moment of completion of the initial Order by Wyre until the receiving of a second Order by Wyre. The below SLAs and timers are subject to a learning curve of one (1) year.

SLA	Timer
No repair request requiring an intervention for Wyre within fourteen (14) calendar days following the completion of the initial repair	At least 95% of all repairs carried out by Wyre

(51) Orders that are not "Repair First Time Right Intervention" but they are caused by reasons outside of Wyre's responsibility, are excluded from the above SLA.

c) IT-applications related Service Quality Guarantees

i. Application performance (Wyre scope)

(52) For the provision of the Wholesale Services, Wyre provides certain applications that can be accessed and used by Wholesale Customer. Within the IT application performance, Wyre guarantees an overall response time for the applications it provides. The response time of the applications is measured based on the time stamps of all requests between the reception and response of the request.

(53) The SLA does not apply in case of any planned unavailabilities, which were announced in advance to Wholesale Customer according to the foreseen process. The below SLAs and timers are subject to a learning curve of one (1) year.

SLA	Timeframe	Timer
Application response time	24/7 excluding planned unavailabilities	95% within 5 seconds
		99% within 30 seconds

ii. Application availability (Wyre scope)

(54) In addition to a response time, Wyre also guarantees an IT application availability of the underlying applications. The application availability will be measured on a monthly basis.

(55) The SLA does not apply for periods of planned unavailability, which were announced in advance to Wholesale Customer according to the foreseen process. The below SLAs and timers are subject to a learning curve of one (1) year.

SLA	Timeframe	Timer
Monthly applications availability	24/7 excluding planned unavailabilities	99,9%

d) Wyre Network related Service Quality Guarantees

i. Wyre Network availability (Wyre scope)

(56) For the provision of the Wholesale Services, a Network Availability SLA has been defined. This SLA will be measured on a monthly basis. The SLA does not apply for periods of planned unavailability, which were announced in advance to Wholesale Customer according to the foreseen process, a Force Majeure Event, neglect, incorrect use or misuse of the service and/or OL by the Wholesale Customer End User, power incidents and repair requests falling under the responsibility of Wholesale Customer (active layer part) up to the moment of the case closure, mentioned to Wholesale Customer with information about the reason of the outage. The network availability will be computed as follows:

$$\textit{Network availability (\%)} = 1 - \frac{\sum impacted\ Wholesale\ Customers\ RGU\ x\ Network\ sevice\ outage\ duration}{Total\ number\ of\ Wholesale\ Customers\ RGU\ x\ reporting\ period}$$

SLA	Timer
Network availability	99,9%

(57) The Wyre Network Availability is applicable for a Wholesale Customer with a minimum of five thousand (5000) Homes Served on the total Wyre Network.

1.4 Additional end-to-end Quality of Service SLAs

(58) Depending on the need and provided it is technically feasible for both Wholesale Customer and Wyre, it is also possible to agree on additional SLAs measuring the end-to-end quality of service towards End Users. Such SLAs can be defined and shall become binding following a mutual

agreement between Wholesale Customer and Wyre and which will be applied to all Wholesale Customers on a non-discriminatory basis.

(59) The parties (Wyre and the Wholesale Customer) will discuss in good faith the development of a quality of service measurement (based on the active equipment of the Wholesale Customer) that can be used in respect of the Passive FTTP Wholesale Services.

e) Operational Support & Readiness Service Quality Guarantees

i. Change Management notification

(60) For the implementation of a change request, a change management process is foreseen including specific timers for notification of the request prior to the implementation of the change. The timer defines the period that needs to be respected before the change request can be initiated and starts running as from the approval of the change request. The below SLAs and timers are subject to a learning curve of one (1) year.

(61) The timers for notifying the requested change depend on the impact of the change. The timers are agreed as follows:

Impact requested change	Lead time between notification, approval and execution
Significant (potential) impact for changes on the core Wyre Network until and including the POP (eg FTTx Splitter…)	Notification by requesting Party: fifteen (15) Working Days Approval by other Party: twelve (12) Working Days
Significant (potential) impact for changes on the access network	Notification by requesting Party: five (5) Working Days
Permanent repair for urgent interventions and service restoration (individual case)	Notification by requesting Party: two (2) Working Days
Access network impact (in case of interruption < 30 min per connection)	Notification by requesting Party right before implementation
Urgent and unforeseen intervention (internal or external)	As soon as possible

ii. Data availability

(62) In case of changes that need to be included in the address inventory database once that the address has become connectable, the following timers will apply:

Changes to the address inventory database	Timer
90% changes to the database	3 Working Days
99% changes to the database	5 Working Days

The above SLAs and timers are subject to a learning curve of one (1) year.

B. COMPENSATIONS & PENALTIES

(63) In relation to certain SLAs compensations apply. Compensations are due by Wyre in the cases that Wyre has not respected its commitment with respect to certain Provisioning and Repair Service Levels, excluding the cases where the Wholesale Customer is solely responsible for the

delay/shortcoming or in the case of a Force Majeure Event. Compensations are calculated on a monthly basis. For the avoidance of doubt, the compensations set out in this section shall not be cumulative with any compensations due to the Wholesale Customer under the relevant telecom legislation.

(64) Next to compensations, there are also specific penalties which apply in case of Useless Visits or Wrongful Repairs. Such penalties will first be reviewed in the monthly service meeting and are subject to the availability of justifications for such Useless Visits or Wrongful Repairs invoicing, before they can be invoiced by Wyre.

(65) Compensations and penalties will need to be requested by the relevant Party, i.e., either Wyre or Wholesale Customer.

(66) To determine the number of Orders/tickets subject to compensation, the following calculation method is applied:

i. The totality of Orders/tickets of the period for which the SLA is determined, are sorted according to increasing duration for processing the Order.

ii. the Orders/tickets (%SLA - %KPI) are included in the calculation of the compensation, if the KPI is lower than the SLA.

(67) The amounts for compensations and penalties in this Appendix will be increased (compounded annually) by a 1,9% fixed escalator applicable as from the beginning of 2026. Each such adjustment will be automatically incorporated in the agreement between Wyre and the Wholesale Customer.

(68) Wyre shall provide the Wholesale Customer with all relevant information for it to verify whether it has a right to compensation. When applying for a compensation, it is up to the requesting Party to provide all the necessary information. This information includes amongst others: (i) the Wholesale Customer End User's wholesale ID, (ii) the ID of the Order or ticket, (iii) the SLA being applied, and (iv) a calculation of the compensation. The receiving Party will subsequently

check this information upon receipt. Any rejection will need to be motivated and notified to the requesting Party within thirty (30) calendar days.

(69) Considering the SLA reports are provided on a monthly basis, the request for compensation must be initiated within 30 calendar days following the month during which the SLA has not been met.

1.1 Compensations in relation to Fulfillment processes

1.1.1 Service Configuration and Activation

(70) In case of delay at Wyre-side for Orders beyond the SLA for the allocation of the network resources to the customer installation address, a compensation of EUR 1,12 per additional Working Day of delay is due, as per Section 1.1.3.

1.1.2 Party Order Handling

(71) In case of delay at Wyre-side for work orders for changing of the patches or the performing on Standard FTTx Drop Cable connections, a compensation of EUR 1,12 per additional Working Day of delay is due, as per Section 1.1.4.

1.1.3 Service Quality Management

(72) The SLA "Install Executed" requires that at least 95% of all Orders requiring a visit of a Wyre technician to the Wholesale Customer End User by Wyre must take place in the agreed (day) time slot, as per Section 1.2.3 (a). Per Order that falls outside of the SLA, a compensation of EUR 40,35 is due by Wyre.

(73) The SLA "Install First Time Right Intervention" requires that for at least 95% of all installations carried out by Wyre, no Order requiring an intervention should be launched by Wholesale Customer within fourteen (14) calendar days following the completion of the installation for which Wyre is responsible, as per Section 1.2.3 (a). In case an Order is launched within fourteen (14) calendar days, and it is not a Wrongful Repair request, a compensation equal to EUR 94,15 is due by Wyre.

1.2 Compensations in relation to Assurance processes

1.2.1 Party Problem Handling

(74) In case of a delay in the execution of an Order by Wyre for a Wholesale Customer End User for which a Complex Service Restoration has been activated, a compensation of EUR 2,24 is due by Wyre per Working Day of delay until the restoration for Orders beyond the SLA as per Section 1.2.1 a).

(75) In case of a delay in the execution of an Order by Wyre for a Wholesale Customer End User for which a Simple Service Restoration (Basic) has been activated, a compensation of EUR 0,29 is due by Wyre per Working Hour of delay until the restoration for Orders beyond the SLA as per Section 1.2.1 b).

(76) In case of a delay in the execution of an Order by Wyre for a Wholesale Customer End User for which a Simple Service Restoration (Enhanced) has been activated, the compensation due by

Wyre amounts to EUR 1,50 per Extended Working Hour of delay for each Order for which the resolution time took longer than specified as per Section 1.2.1 b).

1.2.2 Incident Management

(77) In case of a critical incident (i.e., P1 network incident), a compensation by Wyre is due to cover the damage in case the diagnosis of the critical incident takes longer than 2 Calendar Hours, provided however that no compensation is due in case of a Force Majeure Event. The compensation will be capped at 100% of the total monthly Recurring Charges for Passive FTTx Access and Standard FTTx Drop Cable Rental. The compensation for critical incidents will be calculated as follows:

Compensation critical incident = Share of diagnosis hours beyond SLA timeframe on total hours per month x number of impacted Wholesale Customer End Users x average monthly fee per customer (EUR ***[Confidential price information – in order to obtain this information, please countersign the Non-Disclosure Agreement published on the BCA webpage, and contact pieter.debaene@wyre.be with the subject line "BCA Market Test Document Request".]*** *for 2025).*

(78) In case of critical IT incidents (i.e., P1 IT incident), a compensation by Wyre is due to cover the damage in case the resolution of the critical incident takes longer than 4 Calendar Hours, provided however that no compensation is due in case of a Force Majeure Event. The compensation will be capped at 100% of the total monthly FTTx Recurring Charges for Passive FTTx Access and Standard FTTx Drop Cable Rental. The compensation for critical IT incidents will be calculated as follows:

Compensation critical IT incident = Number of failed activation orders x compensation fee per order equal to a useless visit compensation (EUR 40,35)

1.3 Penalties in relation to Fulfilment and Assurance processes

1.2.3 Party Problem Handling

(79) Per Useless Visit a penalty fee of EUR 40,35 is owed by Wholesale Customer. This penalty can only be charged by Wyre provided that Wholesale Customer was made aware of the fact that the Wholesale Customer End User needed to be present for the Wyre appointment.

(80) Per Wrongful Repair a wrongful request penalty fee of EUR 94,15 is due by the responsible Party.

(81) In case of late change/cancellation of the appointment, i.e. after mid-day the day before the appointment, a fee will be charged in accordance with Section 4 of this Annex 1.