ANNEX 2 TO WYRE'S UNILATERAL COMMITMENTS

MEDE-RPR-24/0001

Key terms of Wyre's wholesale offer for HFC services in the Geographies

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.

Active HFC Access has the meaning set out in Section 2.2.

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

Applicant means a party submitting an Application.

ARPU means the average revenue per user.

Auditorat means the prosecution and investigation service (auditorat/auditoraat) of the BCA.

BCA means the Belgian Competition Authority.

BCA Decision means a decision by the Auditorat in case MEDE-RPR-24/0001 pursuant to Article IV.45, paragraph 1, 2° of the BCEL.

BNG means Broadband Network Gateway.

Business Broadband has the meaning set out in Section 2.10.

Charges means the Recurring and Non-Recurring Charges.

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.

CRC Decision of 29 June 2018 means the decision of the Conference of Electronic Communications Regulators regarding the analysis of broadband and television broadcasting markets of 29 June 2018.

Demarcation Point means the demarcation points between the Wyre Network and Wholesale Customer infrastructure as detailed in Section 2.5. The Demarcation Points for Active HFC Access are (i) at the Northbound side, the HFC Interconnection Point; and (ii) at the Southbound side, the NIU (which is included in the Wyre HFC Network) on the End User's premises.

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.

Generic HFC LTP Model means the "generic" component of the HFC Pricing Model which starts from the costs and volumes (RGUs and usage) and arrives at an ARPU for each of the four main broadband tiers and related services.

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).

HFC means Hybrid Fiber Coaxial.

HFC Co-location has the meaning set out in Section 2.24.

HFC Interconnection Points means the locations in the Wyre Network where the traffic will be transferred to the Wholesale Customer network.

HFC Pricing Model means the pricing model for the determination of the prices for HFC Wholesale Services that consists of (i) the Generic HFC LTP Model; (ii) the Tier-to-Spec Model; and (iii) the Non-Recurring Charges Model.

HFC Wholesale Services has the meaning set out in Section 2.

Investigation means the formal investigation opened by the Auditorat on 26 July 2024 to assess the FTTH Cooperation.

ISDN/SIP Telephony has the meaning set out in Section 2.22.

Layer 2 Broadband has the meaning set out in Section 2.14.

NIU means the Network Interface Unit.

NNI means network-to-network interface.

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

Non-Recurring Charges Model means the component of the HFC Pricing Model which consists of the calculation of the Non-Recurring Charges.

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

Recurring Charge means charges and fees due by Wholesale Customer on a monthly basis.

RGU means revenue generating unit.

Service Levels means the service levels in relation to the provision of the Wholesale Services.

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

Standard Broadband has the meaning set out in Section 2.6.

Standard Telephony has the meaning set out in Section 2.19.

Standard Television has the meaning set out in Section 2.17.

Tier-to-Spec Model means the component of the HFC Pricing Model which converts the per-tier ARPUs calculated as the output of the Generic HFC LTP Model into actual prices per each speed spec within each of the four broadband tiers considered in the Generic HFC LTP Model.

Unilateral Commitments means the [draft] unilateral commitments 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.

Wyre Network means the HFC network(s) within the Geographies 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, up to and including the Demarcation Points.

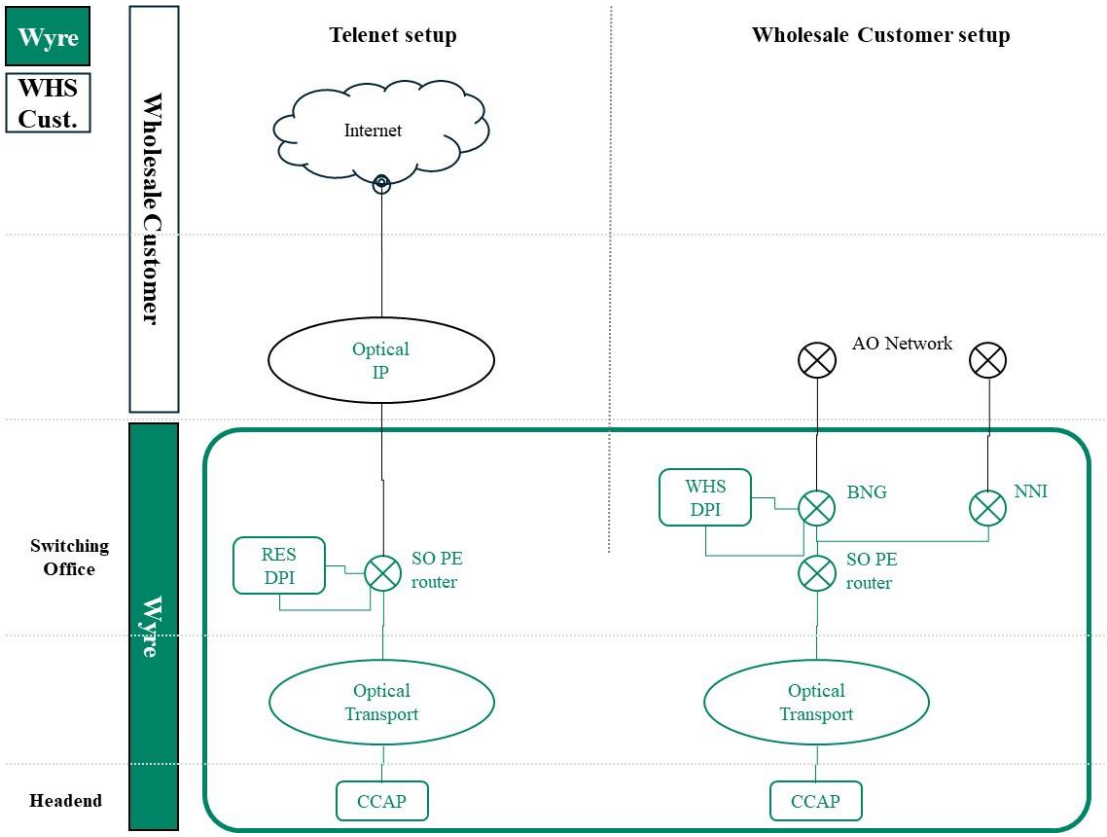
2. HFC Wholesale Services

2.1 Wyre shall make available the HFC Wholesale Services, consisting of (i) Active HFC Access, (ii) Standard Broadband, (iii) Business Broadband, (iv) Layer 2 Broadband, (v) Standard Television, (vi) Standard Telephony, (vii) ISDN or SIP Telephony and (viii) HFC Co-location.

(i) *Active HFC Access*

2.2 Active HFC Access means the connectivity to the Wyre Network by means of connecting the CPE device (e.g. DOCSIS modem, DOCSIS gateway) to the termination point of the Wyre Network in the End User's premise (NIU) from where one or more of the HFC Wholesale Services listed hereafter, can be provisioned by Wyre.

2.3 **Interconnection point** – the HFC Interconnection Point(s) are the locations in the Wyre Network where the traffic will be transferred to the Wholesale Customer's network. In the current setup this is at the BNGs or NNIs at the switching offices. They are composed of interfaces scaled to the size of the traffic of the Wholesale Customer and include a redundancy mechanism.



2.4 **Bandwidth Usage** – The total upstream and downstream traffic volume consumed by all End Users of the Wholesale Customer measured at the HFC Interconnection Points.

2.5 The Demarcation Points for Active HFC Access are (i) at the Northbound side, the interconnection point as described above and (ii) at the Southbound side, the NIU on the Wholesale Customer End User's premises.

(ii) *Standard Broadband*

2.6 Standard Broadband is basic internet access provisioned on the Wholesale Customer CPE device. The service is based on Euro-DOCSIS standards. Changes to these standards and/or specifications (e.g. speeds) will follow specific processes agreed on by Wyre and the Wholesale Customer in the wholesale agreement. Standard Broadband is based on a best effort principle which means that the available IP bandwidth is shared amongst the active End Users on the Wyre Network. On top of the best effort principle, the available volume (or traffic consumed by the Wholesale Customer's End User) in a certain Standard Broadband profile can be subject to a fair use policy to further ensure that any volume restrictions are applied in an appropriate way.

2.7 The Wholesale Customer will need to select the CPE device (i.e. modem). The CPE device should comply with all requirements as set forth in the wholesale agreement between Wyre and the Wholesale Customer.

2.8 A **Standard Broadband profile** is a combination of upload speed, download speed and available monthly traffic volume for a Standard Broadband service.

2.9 For the avoidance of doubt, obligations relating to lawful intercept are the responsibility of the Wholesale Customer.

(iii) *Business Broadband*

2.10 A Business Broadband line is based on Standard Broadband Euro-DOCSIS standards. However, a Business Broadband line may potentially have a DownStream (**DS**) / UpStream (**US**) ratio that is different from the standard ratio of a Standard Broadband line. A Business Broadband line may optionally have an improved quality of service (**QoS**) (**EF** and/or **AF**).

2.11 This implies that, in case of congestion, there is a certain priority for the Business Broadband traffic and an individual Business Broadband profile of Wholesale Customer can have one of the following profiles:

(a) Standard Broadband line with a 1/3 capacity reservation in case of congestion.

(b) **AF:** Assured forwarding, symmetrical upstream and downstream bandwidth with higher priority compared to the normal best effort US & DS bandwidth.

(c) **EF:** Expedited forwarding, symmetrical upstream and downstream bandwidth with highest guarantee, this bandwidth is always available for the Wholesale Customer's End User.

2.12 Business Broadband profiles are not subject to a fair use policy.

2.13 For the avoidance of doubt, obligations relating to lawful intercept are the responsibility of the Wholesale Customer.

(iv) *Layer 2 Broadband*

2.14 The commercial Layer 2 Broadband service offer is currently under development. A Layer 2 Broadband line is based on Euro-DOCSIS standards with the specification of Business Broadband (DownStream (DS) / UpStream (US) with optionally an improved quality of service (QoS) (EF / AF)).

2.15 With Layer 2 Broadband, the Wholesale Customer gets an end-2-end Layer 2 BSOD service with a limited set of protocols: L2 protocols to allow IP functionality (like ARP or NDP) and L3 IP protocols (IPv4 & IPv6).

2.16 For the avoidance of doubt, obligations relating to lawful intercept are the responsibility of the Wholesale Customer.

(v) *Standard Television*

2.17 The Standard Television service consists of TV channels that are made available based on DVB-C standard with a combination of digital un-encrypted (in the clear) and encrypted channels. Within the Standard Television service, the Wholesale Customer can compose its own channel offering including both shared channels and/or own channels. A **channel** refers to the linear transmission of a television channel in either SD (Standard Definition) or HD (High Definition) quality and language version (when relevant). Wyre will provide the correct and agreed signaling and simulcript systems to allow a proper and secure operation.

2.18 The Wholesale Customer is responsible for concluding all relevant agreements and obtaining the necessary permissions with and from the underlying content providers. For the provision of the Standard Television service, the Wholesale Customer should make use of a conditional access system. In addition, the Wholesale Customer will need to select the Wholesale Customer CPE device (e.g. a set-top box) to de-crypt the channels from its subscription. The Wholesale Customer CPE device should comply with all requirements as agreed on by Wyre and the Wholesale Customer in the wholesale agreement.

(a) **Shared channel** refers to a television channel which is also provided by one or more other Wholesale Customers in their channel offering (meaning identical technical and qualitative parameters).

(b) **Own channel** is not provided by one or more other Wholesale Customers in their channel offering and is therefore considered as an "own" channel.

(c) **VOD** – This service is already provided by Wyre and/or Affiliate(s) to its/their respective End Users as DVB-C VOD service. VOD service (either as DVB-C VOD or as alternative solution) can be made available under the wholesale agreement between Wyre and the Wholesale Customer. The VOD content needs to be provided by the Wholesale Customer.

(d) **Multi-TV Access** – (i) Standard Television towards multi-TV End Users with an internal network of five (5) or more TV-outlets, whereby the Wholesale Customer End User's distribution of the TV-signal over its internal network is DVB-C based (not IP based) AND (ii) Wyre manages the Wholesale Customer End User's internal network for TV-signal distribution, as specified below:

(i) identify network issues based on Wholesale Customer's End User complaints;

(ii) detect, locate and repair: (i) detect and locate network issues on the complete managed Wholesale Customer End User network; (ii) repair issues in the scope of control of Wyre (e.g. tighten & replace connector if needed, adjust levels and configuration of amplifiers, repair passives); and (iii) indicate issues in the scope of the Wholesale Customer's End User (e.g. damaged cables); and

(iii) limited upgrades of the managed Wholesale Customer's End User network toward new standards and spectrum in line with the forecasted budget and the technical capabilities of the network setup.

(vi) *Standard Telephony*

2.19 This service is already provided by Wyre and/or its affiliate(s) to its/their respective End Users and can be made available under the wholesale agreement between Wyre and the Wholesale Customer.

2.20 A Standard Telephony service is a basic telephony (voice communication) service that can be provided on the appropriate Wholesale Customer voice-enabled CPE device

based on EuroPacketCable technology or based on other relevant means. Basic telephony features are provided and provisioned on the Wholesale Customer voice-enabled CPE device.

2.21 For the avoidance of doubt, obligations relating to lawful intercept are the responsibility of the Wholesale Customer.

(vii) ISDN or SIP Telephony

2.22 ISDN or SIP Telephony is a variant of the Standard Telephony service with dedicated call features and priorities.

2.23 For the avoidance of doubt, obligations relating to lawful intercept are the responsibility of the Wholesale Customer.

(viii) HFC Co-location

2.24 For HFC Co-location, Wyre, at the request of Wholesale Customer, shall provide co-location services in the HFC Interconnection Points, allowing Wholesale Customer to place its 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) Determination of the Recurring and Non-Recurring Charges

4.1 For the determination of the Recurring and Non-Recurring Charges, Wyre commits to apply the following pricing principles for HFC Wholesale Services:

(a) fairness for the Recurring Charges. Fairness implies that Recurring Charges may exceed the costs, while being cost related. In other words, there may be a reasonable margin between costs and pricing (see CRC Decision of 29 June 2018);

(b) cost-orientation for the Non-Recurring Charges.

4.2 Accordingly, (i) the Recurring and Non-Recurring Charges for the provision of HFC Wholesale Services (except for HFC Co-location) will be set by means of the HFC Pricing Model developed by Wyre, as subject to periodic reviews; and (ii) the Recurring and Non-Recurring Charges for HFC Co-location will be applied as set out in **Appendix 2**.

Description of the HFC Pricing Model

4.3 The HFC Pricing Model consists of the following three components:

(a) the Generic HFC LTP Model (to calculate prices per tier);

(b) the Tier-to-Spec Model (a short-term model to translate prices per tier into prices per speed category, or "spec"); and

(c) the Non-Recurring Charges Model.

4.4 The Generic HFC LTP Model and the Tier-to-Spec Model are used to determine the Recurring Charges; whereas the Non-Recurring Charges Model is used to determine the Non-Recurring Charges. A brief description of each of these components is provided below.

4.5 The HFC Pricing Model applies a single pricing to the full footprint of the Wyre HFC network, to ensure simplicity to (i) Wholesale Customers and (ii) end-customers, by avoiding differentiated retail prices per area. In case future analyses would reveal significant differences between various parts of the footprint, Wyre will engage in good faith discussions with the Monitoring Trustee and the Auditorat to consider any relevant adaptations of this principle.

4.6 Wyre provides in **Appendix 3** the HFC Pricing Model on a confidential basis to the BCA, including all underlying data and calculation sheets, with a view to enabling the Monitoring Trustee to monitor compliance with the pricing principles for HFC Wholesale Services.

Generic HFC LTP Model

4.7 The starting point for the HFC Pricing Model is the Generic HFC LTP Model, i.e. the generic component of the HFC Pricing Model which starts from the costs and volumes (RGUs and usage) and arrives at an ARPU for each of the four main broadband tiers and related services.

4.8 The Generic HFC LTP Model is a Cost+ model. Cost+ models are used for both Recurring and Non-Recurring charges, to ensure a fair return on capital invested, i.e. prices result from the allocation of OPEX and CAPEX depreciation (including cost of capital) to the different HFC products, including service broadband tiers. This model is a top-down full cost allocation model (distribution of costs to all HFC products and services).

4.9 The Generic HFC LTP Model and its inputs are long-term forward looking, until 2041, to provide stability of tier prices. This is done by smoothening the cost per RGU, to counter the fluctuations due to the foreseen HFC-FTTP migration path, the decommissioning waves and the investments for next generation HFC components.

4.10 The main inputs to the Generic HFC LTP Model are as follows:

(a) CAPEX depreciation from asset base and future CAPEX (including "accelerated depreciation" in the high- and medium-density areas, where the assets' useful life is shortened, accounting for the decommissioning of the relevant assets in those areas) as allocated between HFC and FTTP products;[1]

To reflect CAPEX depreciation costs, the model uses the acquisition value of assets, and a Tilted Annuity Method (TAM) depreciation methodology, ensuring a return on CAPEX investments equal to the WACC. No Consumer Price Index is applied on the gross asset base, and the asset depreciation takes

[1] The asset category "Transmission Fiber" will be reused for the FTTP network, and will therefore not be decommissioned, and also not included in the accelerated depreciation. All other asset categories will not be reused for the FTTP network, and will therefore be decommissioned (and included in the accelerated depreciation).

into account the asset decommissioning in the high- and medium-density areas where the HFC network will be decommissioned. In summary:

Depreciation methodology: TAM

- Based on the historical acquisition value of asset (i.*e.*, not increased by the Consumer Price Index nor any other form of inflation)
- Accounting for future relevant additional CAPEX
- Accounting for WACC
- Accounting for inflation in the TAM formula to calculate the yearly depreciation
- Asset lifetime: average accounting lifetime of assets per category

Decommissioning of assets in the high- and medium-density areas:

- Removal of assets in line with number of homes passed decommissioned
- Adjustment of the accounting lifetime to reflect shortened lifetime of asset value allocated to high- and medium-density areas based on the number of homes passed

(b) future OPEX as allocated between HFC and FTTP products (excluding decommissioning OPEX costs, linked to the effective removal of assets from the network);

(c) volumes in number of RGUs per technical product (and per broadband tier); and

(d) various parameters used for the allocation of the costs to technical products, for instance the peak time consumption.

4.11 With a view to avoiding high variances in yearly unit costs (and thus in prices), the unit costs in the Generic HFC LTP Model for the period between 2025 and 2041 are smoothened by means of a formula[2] which redistributes the cash flows (with equal NPV) ensuring a yearly price increase in line with inflation projections which is assumed to be at 1.9% from 2024 onwards.

4.12 On this basis, the Generic HFC LTP Model yields an ARPU for each of the four main broadband tiers (namely the top-tier, high-tier, medium-tier, and low-tier) and related services, which are used as input to the Tier-to-Spec Model for conversion into actual prices per each speed spec. In the context of the HFC Pricing Model, the term ARPU stands for Average Revenue Per User, on a monthly basis. This is the weighted average monthly price that is paid by the wholesale customer per user. It is mainly used in the context of the "ARPU per tier" and "blended subscription ARPU" – which are outputs of the Generic HFC LTP Model and inputs to the Tier-to-Specs Model. The access fee and the blended subscription ARPU together amount to the total ARPU for broadband customers, excluding the peak-time consumption component. In all cases, an ARPU is

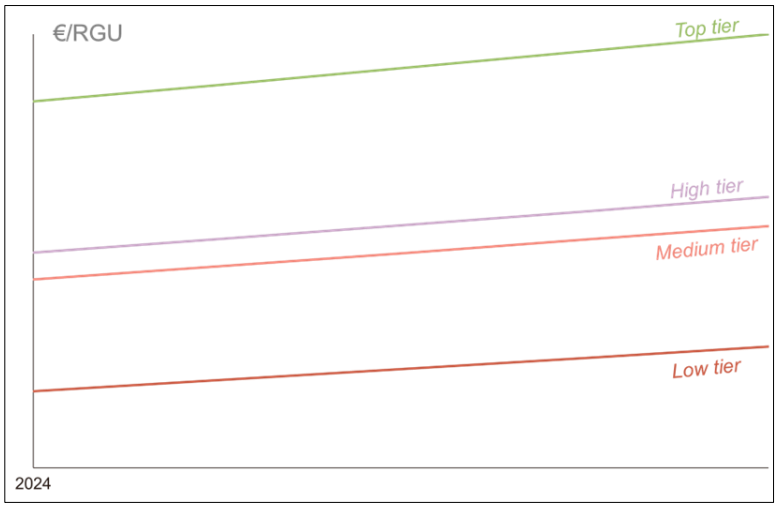
[2] The smoothening formula has been mathematically derived from the equation NPV (costs before smoothening) = NPV (costs after smoothening), using the price evolution of 1,9% per year from 2025 onwards, and subsequently isolating the 2025 price.

calculated by dividing the financial amounts in a certain year by the number of average users in that year, divided by 12 to return a monthly figure. It is industry standard to use this as a monthly figure for reporting and analysis purposes.

4.13 The separate peak time consumption component and the TV pricing are calculated within the Generic HFC LTP Model directly from the relevant cost lines.

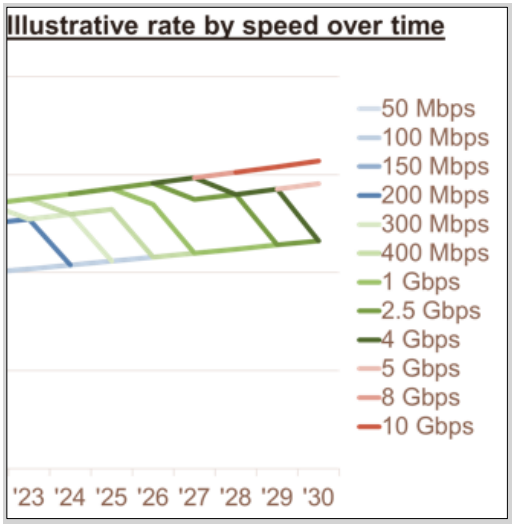
4.14 By way of background, the Generic HFC LTP Model sets a price per broadband tier for the long term in accordance with a roadmap based on assumptions related to demand and conditions of competition. The speed specs within each broadband tier evolve in line with the market conditions over the years. However, the global tier mix remains relatively constant, ensuring stable and predictable wholesale costs which increase at the projected inflation rate used in the formula mentioned in paragraph 4.11 above. The figure below illustrates the estimated evolution of the prices of the four broadband tiers considered in the Generic HFC LTP Model in the long term.

Figure 1: Illustration of the evolution of the prices of the four broadband tiers considered in the Generic HFC LTP Model in the long term.



4.15 While the global tier mix and cost remain stable, the speed specs within each broadband tier and the underlying price per Mbps will change over time in line with the market conditions: each time a new top speed spec is introduced, (i) the newly introduced speed spec will become the new top-tier speed spec; and (ii) the existing speed specs will accordingly move down to lower tiers over time, as illustrated in the figure below.

Figure 2: Illustration of the shift of specs to lower tiers over time (illustrative, no real values)



Tier-to-Spec Model

4.16 The second step of the HFC Pricing Model is the Tier-to-Spec Model, which converts the per-tier ARPUs calculated as the output of the Generic HFC LTP Model into actual prices per each speed spec within each of the four broadband tiers considered in the Generic HFC LTP Model. This is done within a 3-year period, based on the average actual distribution of customers per spec per pricing period, twice per year, with an ex-post pricing adjustment for the previous pricing period.

4.17 The respective broadband service tariffs are linked to each speed spec within the four broadband tiers based on the following methodology:

(a) Each speed spec in the forecast is allocated to one of the four broadband tiers depending on the percentile of the median customer in this spec, ensuring that the allocation fits the global tier mix of the Generic HFC LTP Model as accurately as possible.

(b) For each of the four broadband tiers, the RGU-weighted average speed spec is calculated.

(c) Subsequently, a price is calculated for each speed spec, based on the following parameters:

(i) the relative position of the speed spec versus the anchor points (i.e. RGU-weighted average speed spec per tier, which is priced at the ARPU set in the Generic HFC LTP Model) of the four broadband tiers; and

(ii) the pro-rata distribution of the gap to the blended service ARPU (i.e. the weighted average revenue per user for HFC broadband service) from the Generic HFC LTP Model.

(d) If in a next forecast period, a speed spec has no or limited RGUs, it would lead to a missing broadband tier, which would have price increase implications in future years if there is (more) RGU take-up in that speed spec. In these cases, in

order to prevent missing tiers and to retain a smooth pricing curve, the relative positions of the speed specs in the previous year will be used.

Non-Recurring Charges Model

4.18 The third and final step of the HFC Pricing Model consists of the calculation of the Non-Recurring Charges. This calculation is performed as follows:

(a) The inputs of the Non-recurring Charges Model are the unit costs for wholesale back-office for all wholesale customers of Wyre, updated based on the Belgium Consumption Index.

(b) Those unit costs are then multiplied with a probability matrix, representing the likelihood of requiring wholesale back-office task for a certain service for each wholesale customer. This calculates the costs of the ancillary services for each wholesale customer.

(c) The costs of ancillary services are then blended (between the different wholesale customers) using the share of activations, de-activations, and migrations for the different wholesale customers.

(d) Unit prices are then obtained from the unit costs (blended for all relevant wholesale customers of Wyre) after the application of a mark-up.

4.19 This calculation is based on the same methodology as also previously used by the BIPT for the determination of "one time charges", i.e. using a probability matrix, which is multiplied by unit costs (including material costs, where applicable), as also included in the CRC Decision of 24 June 2021.

Review of the HFC Pricing Model

4.20 For the avoidance of doubt, any changes to the HFC Pricing Model, including its underlying components, assumptions, valuations or calculations, which are not triggered by adjustments resulting from periodic and other review mechanisms provided for in the present document or its appendixes are subject to the approval of the BCA pursuant to the Review Clause provided for in Section 14 of the Unilateral Commitments if the Monitoring Trustee is of the opinion that the proposed changes are material and thus should be reviewed by the BCA. With respect to any such changes:

(a) Wyre shall communicate to the Monitoring Trustee the proposed changes to the Generic HFC LTP Model, Tier-to-Spec Model, and the Non-Recurring Charges Model (as the case may be).

(b) If:

(i) the Monitoring Trustee is of the opinion that the proposed changes are material and thus should be reviewed by the BCA, the Monitoring Trustee may issue a suspension notice to Wyre within three (3) weeks. In this case, Wyre can only implement the proposed changes having obtained the approval of the BCA pursuant to the Review Clause provided for in Section 14 of the Unilateral Commitments; and

(ii) the Monitoring Trustee does not issue a suspension notice to Wyre within three (3) weeks, Wyre shall be entitled to implement the proposed changes.

4.21 For the avoidance of doubt, the cost of capital used by Wyre in the HFC Pricing Model cannot be modified unless justified by an unforeseen, significant and structural change in circumstances, and subject to the approval of the BCA pursuant to the Review Clause provided for in Section 14 of the Unilateral Commitments.

(ii) Levels of the Recurring and Non-Recurring Charges

4.22 The prices (exclusive of VAT) that the HFC Pricing Model yields as of May 2025 (except for broadband service for speed profiles up to and including 250 Mbps) are provided in **Appendix 2**, subject to any subsequent periodic price reviews.

4.23 For broadband service for speed profiles up to and including 250 Mbps, the prices are (i) also indicated in **Appendix 2** (highlighted in blue), and (ii) consist of the current regulated rates, which will apply as the Recurring Charges, indexed at an annual rate of 1.9% as from 2026, until 30 June 2029. After 30 June 2029, those Recurring Charges for the broadband service for speed profiles up to and including 250 Mbps will also be determined based on the HFC Pricing Model.

Cap on ARPU of the Wholesale Customer

4.24 The monthly ARPU of the Wholesale Customer, consisting of (i) the "*Access Line ALL products*"; (ii) the "*Broadband service (Mbps)*"; and (iii) the "*Peak time component*"[3] items as indicated in Section 1 of Appendix 2,[4] will be capped as follows:

(a) for the period 1 July 2025 – 30 June 2029, in accordance with the caps defined below:

	1 July 2025 – 31 December 2025	1 January 2026 – 31 December 2026	1 January 2027 – 31 December 2027	1 January 2028 – 31 December 2028	1 January 2029 – 30 June 2029
ARPU (€/RGU)	25,2	25,7	26,2	26,7	27,2

(b) for the period from 30 June 2029 until 30 June 2051:

(i) the cap that applied in the period 1 January 2029 – 30 June 2029 will be increased on 1 July 2029 with a one-time increase of ten (10) %; and

(ii) on every anniversary of 1 January 2030 the then-current cap will be increased with a fixed escalator (compounded annually) of 1.9%.

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3 During the period 1 July 2025 – 30 June 2029 (i.e. the period during which the peak time usage cap is applicable), the "peak time component" used for the ARPU cap of the Wholesale Customer will take the "peak time usage cap" into account.

4 For the avoidance of doubt, the cap does not apply to other items in Appendix 3, i.e. "*B2B overlay service (Mbps)*", "*AF QoS*", "*EF QoS*", "*Voice service*", "*TV service*", and "*NRC*".

By way of example, this means that the cap of 27,2 that applies until 30 June 2029 shall be increased with 10% on 1 July 2029, i.e. the cap shall be 29,9 from 1 July 2029 to 1 January 2030. The 1.9% escalator shall be applied to this cap as from 1 January 2030, i.e. from 1 January 2030 to 31 December 2030 the cap shall be 30,5.

Based on the above, the caps for this period are as defined below:

2025	2026	2027	2028	H1 2029	H2 2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
25.2	25.7	26.2	26.7	27.2	29.9	30.5	31.0	31.6	32.2	32.8	33.5	34.1	34.7	35.4	36.1	36.8	37.5

For the period prior to 31 December 2041, the aforementioned cap will remain unchanged.

On 1 January 2042, Wyre will calculate what the cap would be if, instead of increasing in accordance with the above mechanism, the cap had evolved in line with the cumulative indexation between 1 July 2029 and 1 January 2042 in accordance with the Agoria CPI.

If such calculation shows that the cap as evolved in accordance with the Agoria CPI:

(i) is lower or equal to the cap increased in accordance with the above mechanism, there shall be no adjustment and the cap shall be increased on 1 January 2042 in accordance with the above mechanism (i.e. with the fixed escalator (compounded annually) of 1.9%);

(ii) is higher than the cap increased in accordance with the above mechanism, the cap shall be increased as from 1 January 2042 so that it is in line with the evolution in accordance with the Agoria CPI.

As from 1 January 2043 until 30 June 2051, the cap shall again be increased with the fixed escalator (compounded annually) of 1.9%.

4.25 The above caps are subject on a monthly basis to the condition that the tier mix of the Wholesale Customer during the month concerned shall not exceed (i) 10% for the top tier and (ii) a total 70% for the top and high tiers taken together. In this respect:

(a) for the sole purpose of assessing whether this tier mix condition is fulfilled, a speed that is in a given tier can never be moved to a higher tier at a later point in time (for instance, if in a given month the 1000 Mbps speed is in the high tier and in a later month moves to the top tier, it shall always remain to be considered at any later point in time to be in the high tier and not the top tier for the sole purpose of assessing whether this tier mix condition is fulfilled); and

(b) twice per year (at the same time as the communication of the tier-to-spec information), Wyre will communicate the boundaries and the mid-point (i.e. the average between the low and high boundaries of the tier) of the four tiers, for the next period of time, which shall enter into force for calculation of the tier mix one (1) month after such communication and

shall remain valid until one (1) month after the communication for the next period of time.

4.26 Whether or not the conditions for the application of the cap are met will be reviewed and confirmed by the independent auditor in the context of the proactive audit to be conducted during each six-monthly review, as described in the sections below.

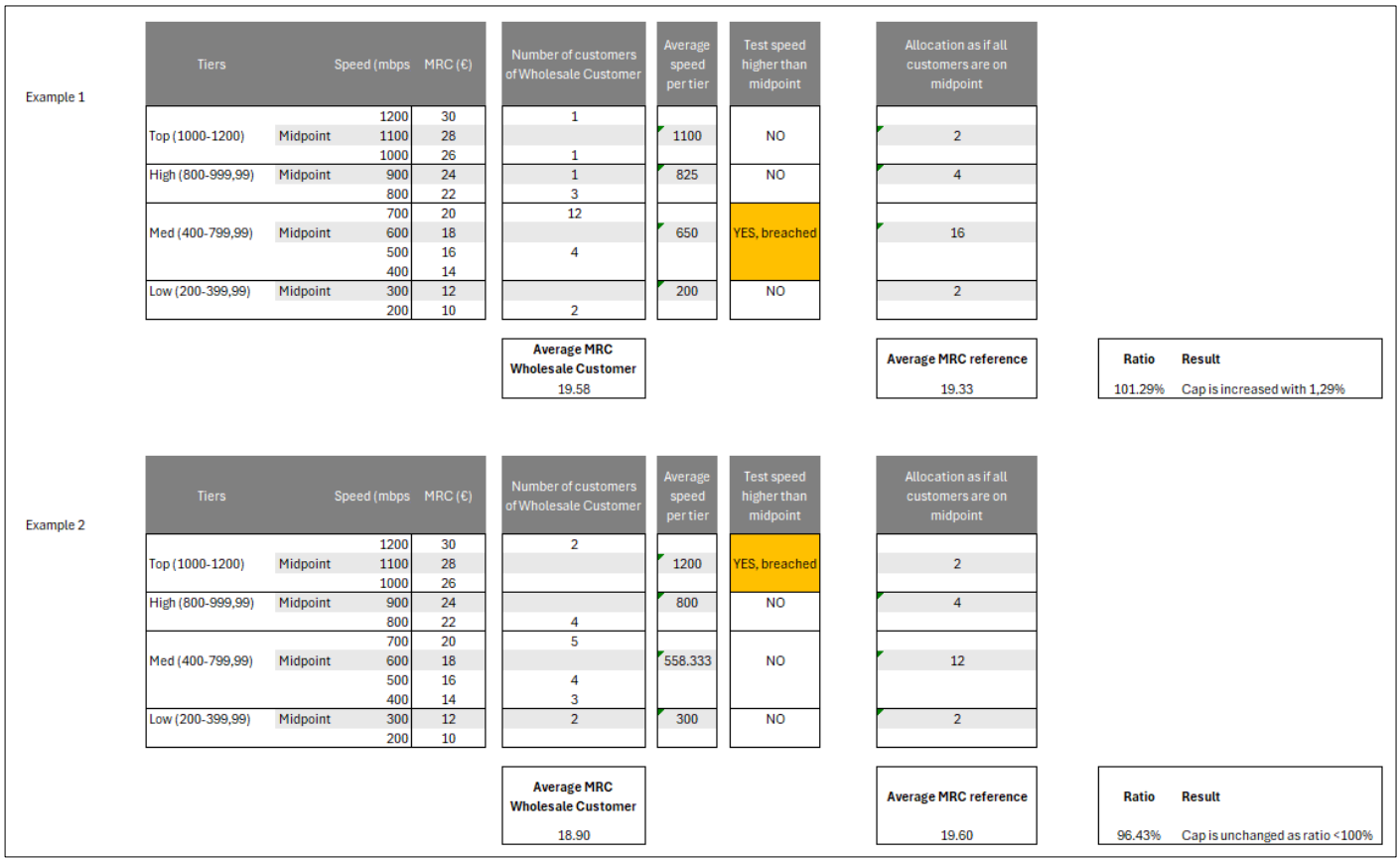
4.27 If the he total amount of the ARPU cap components (i.e. "Access Line ALL products"; "Broadband service (Mbps)"; and "Peak time component" in Section 1 of Appendix 2) charged to the Wholesale Customer exceed the capped ARPU, then (i) the Wholesale Customer shall pay the Recurring Charges in full for the previous six-month period concerned; but (ii) a retroactive ex-post correction shall be applied on the total amount of the ARPU cap components for the amount exceeding the capped ARPU, for the previous six-month period concerned.

4.28 Furthermore, if in a given month, the arithmetic average speed of the Wholesale Customer in a tier, as per the tier mix communicated by Wyre, exceeds the mid-point of that corresponding tier (e.g. if in a given year the top tier speed range is between 1000 Mbps and 2500 Mbps, the mid-point shall be 1750 Mbps), and if the division of the below numerator with the below denominator is more than 100%, then the cap for that month shall be increased with the % above 100% (and, for the avoidance of doubt, this mechanism can never result in the HFC price cap being decreased):

- *numerator*: the actual ARPU of Wholesale Customer for that month (i.e. its ARPU across all tiers)

  by

- *denominator*: the hypothetical ARPU of Wholesale Customer as if all End Users across each of the four (4) tiers were on the mid-point of their respective tier, it being understood that if there is no price list element for the mid-point, it will be determined on the basis of the linear interpolation between the closest higher and lower pricing elements.



Example 1

Tiers		Speed (mbps	MRC (€)	Number of customers of Wholesale Customer	Average speed per tier	Test speed higher than midpoint	Allocation as if all customers are on midpoint
		1200	30	1			
Top (1000-1200)	Midpoint	1100	28		1100	NO	2
		1000	26	1			
High (800-999,99)	Midpoint	900	24	1	825	NO	4
		800	22	3			
		700	20	12			
Med (400-799,99)	Midpoint	600	18		650	YES, breached	16
		500	16	4			
		400	14				
Low (200-399,99)	Midpoint	300	12		200	NO	2
		200	10	2			

Average MRC Wholesale Customer	Average MRC reference	Ratio	Result
19.58	19.33	101.29%	Cap is increased with 1,29%

Example 2

Tiers		Speed (mbps	MRC (€)	Number of customers of Wholesale Customer	Average speed per tier	Test speed higher than midpoint	Allocation as if all customers are on midpoint
		1200	30	2			
Top (1000-1200)	Midpoint	1100	28		1200	YES, breached	2
		1000	26				
High (800-999,99)	Midpoint	900	24		800	NO	4
		800	22	4			
		700	20	5			
Med (400-799,99)	Midpoint	600	18		558.333	NO	12
		500	16	4			
		400	14	3			
Low (200-399,99)	Midpoint	300	12	2	300	NO	2
		200	10				

Average MRC Wholesale Customer	Average MRC reference	Ratio	Result
18.90	19.60	96.43%	Cap is unchanged as ratio <100%

4.29 For the avoidance of doubt, any failure to respect any of the above conditions will only affect the calculation of the cap for the month concerned and the cap for any subsequent month shall remain unchanged unless and until the aforementioned provisions are triggered.

Peak time usage cap

4.30 For the period 1 July 2025 – 30 June 2029, there will be a cap of two (2) EUR (as indexed annually) per RGU (i.e. a modem that generates access tariff fees) on the charge for peak time usage component.

(iii) Periodic price review mechanisms

4.31 The HFC Pricing Model foresees the following two built-in periodic price review mechanisms which will be implemented by Wyre:

(a) **Periodic reviews, every three years, of:**

(i) the Generic HFC LTP Model and the Tier-to-Spec Model, to finetune long-term projections and adjust the ARPUs per tier (including the peak time usage component, B2B overlay service, AF QoS, EF QoS, voice service, and TV service), based on updated input assumptions and parameters regarding (x) volumes (including actual volumes, forward-looking assumptions, and forward-looking split of volumes per tier); and (y) types and amounts of cost items as indicated in Appendix 4; and

(ii) the Non-Recurring Charges Model, to adjust the Non-Recurring Charges based on the updated (i) probability matrices; (ii) unit costs (including labour costs, material costs, where applicable); and (iii) share of activations, de-activations, and migrations between the relevant wholesale customers.

Wyre shall finalise the three-yearly review (including the proactive audit process described below) and communicate to the Wholesale Customers and the Monitoring Trustee the updated Recurring Charges as well as the new Non-Recurring Charges after the conclusion of the proactive audit process described below and within six months following the initiation of the three-yearly periodic review period, unless the finalisation of the three yearly review is delayed by a non-compliance review by the BCA concerning the outcome of the proactive audit process described below. The new ARPUs per tier and the resulting updated Recurring Charges, as well as the new Non-Recurring Charges, following such three-yearly periodic review shall apply as from six months after they have been communicated by Wyre to the Wholesale Customers.

Wyre intends to undertake the first three-yearly periodic review in the third quarter of 2028, with the new ARPUs per tier, the resulting updated Recurring Charges, as well as the new Non-Recurring Charges becoming applicable in the third quarter of 2029.

(b) **Periodic reviews twice a year** to adjust the Recurring Charges for specific speed profiles based on the actual distribution of RGUs between Wyre's Wholesale Customers over the different speed profiles and the ARPU resulting from the Generic HFC LTP Model, in the context of which Wyre will perform ex-post corrections to the prior period depending on actual distribution to provide its Wholesale Customers with the relevant Recurring Charges per speed profile based on their actual utilisation.

The updated Recurring Charges following such six-monthly periodic review shall apply going forward as from their communication by Wyre to its Wholesale Customers and the Monitoring Trustee following the completion of the proactive audit process described below, and retroactively as from the start of the period that is the subject of the six-monthly periodic review by Wyre, unless the finalisation of the six-monthly periodic review is delayed by a non-compliance review by the BCA concerning the outcome of the proactive audit process described below.

Wyre intends to align the timing of the six-monthly periodic review and the three-yearly period review, when they are set to occur at the same time. An illustrative timeline for the conduct of the periodic reviews is provided in **Appendix 5**.

(iv) Audits in the context of the periodic price reviews

Proactive audit

4.32 After conducting each three-yearly and six-monthly periodic review, Wyre shall appoint, at its own costs, an independent auditor to undertake, in an independent and impartial manner, a proactive audit as follows:

(a) in the context of the audit on the six-monthly periodic review, the auditor shall be requested to review and challenge, within two (2) weeks from the update of the Tier-to-Spec Model, whether Wyre has respected the process and relevant principles for conducting such review as described in **Appendix 4**; and

(b) in the context of the audit on the three-yearly periodic review, the auditor shall be requested to review and challenge, within two (2) months from the update of the input assumptions and parameters in the Generic HFC LTP Model and the Tier-to-Spec Model, whether:

(i) Wyre has respected the process and relevant principles for conducting such review as described in **Appendix 4**; and

(ii) the following changes by Wyre to the assumptions and parameters in the HFC Pricing Model can be objectively justified by Wyre:

(A) updates to input assumptions and parameters regarding (x) volumes (including actual volumes, forward-looking assumptions, and forward-looking split of volumes per tier); and to (y) types and amounts of cost items; and

(B) updates to (i) probability matrices; (ii) unit costs (including labour costs, material costs, where applicable); and (iii) share of activations, de-activations, and migrations between the relevant wholesale customers.

4.33 Wyre shall appoint the independent auditor from the following list: Altman Solon, Analysys Mason, AT Kearney, PwC, PMP and EY, it being understood that this list may be amended with the approval of the Monitoring Trustee to include other entities of similar standing and quality. The selection of the independent auditor, together with evidence of its independence and impartiality, will be communicated in advance to the Monitoring Trustee.

4.34 Wyre will provide the independent auditor with any reasonable assistance and access to all relevant personnel, premises, systems, information, documents or files to the extent they relate to the subject matter of the audit concerned.

4.35 Over the course of its proactive audit, the independent auditor will answer any reasonable requests from the Monitoring Trustee and communicate the provisional results of its audit, including all underlying data and calculations, to the Monitoring Trustee on a confidential basis at the same time as to Wyre. The Monitoring Trustee shall have the opportunity to provide the independent auditor with its written comments on the provisional results of the audit within four (4) weeks for the three-yearly periodic

review and two (2) weeks for the six-monthly periodic review. If the independent auditor decides not to implement certain comments of the Monitoring Trustee, the Monitoring Trustee may refer the matter to the Auditorat for final determination on the matter, which shall be followed by the independent auditor and integrated in the final results of the audit.

4.36 Wyre shall engage in good faith discussions with the independent auditor with a view to addressing any adverse findings or remarks included in the final results of the audit within two (2) months of the communication of the final results of its audit to Wyre for the three-yearly periodic review and three (3) weeks for the six-monthly periodic review. The outcome of these discussions will be communicated in writing to the Monitoring Trustee. Upon consideration, the Monitoring Trustee may then refer the matter to the Auditorat to consider whether to initiate a non-compliance review.

4.37 If a non-compliance review is initiated by the Auditorat, the new ARPUs per tier, the resulting new Recurring Charges, as well as the new Non-Recurring Charges, following the three-yearly periodic review, or the Recurring Charges following the six-monthly periodic review, shall not enter into effect until the completion of the non-compliance review. Following the completion of the non-compliance review, the applicable Recurring and Non-Recurring Charges would enter into effect retroactively from the moment they would have entered into effect had no non-compliance review been initiated.

Reactive audit

4.38 The Wholesale Customer shall have the possibility to appoint, at its own costs, an independent third-party auditor (selected under conditions equivalent to those according to which Wyre may select an independent third-party auditor from the list set out above to carry out the proactive audit described above) to conduct an audit in respect of the periodic reviews of the HFC Pricing Model.

4.39 The intention to conduct such audit must be notified to Wyre at the latest within one (1) month of receiving the new charges following the six-monthly or three-yearly periodic review. Wyre shall inform the Monitoring Trustee thereof without delay. The Wholesale Customer may only trigger such audit where the new charges as communicated following the six-monthly and three-yearly periodic review, result in any Wyre's tier ARPUs (i.e. the access tariff + the service tariff for any tier) exceeding (i) in respect of the six-monthly periodic review, the value of said tier ARPU one (1) year before increased by 2,37% (i.e. 1,9% escalator + 25%) and (ii) in respect of the three-yearly periodic review, the value of said tier ARPU three (3) years before increased by 8,95% (i.e. 1,9% escalator with 1% buffer for three (3) years). The independent auditor will inform the Wholesale Customers whether the conditions for a reactive audit have been met.

4.40 During the conduct of the reactive audit, the new charges are suspended until resolution of such audit for all Wholesale Customers.

4.41 The Wholesale Customer shall only receive the "yes/no" conclusion from the auditor whether or not the newly communicated charges were incorrect (i.e. a different outcome should have resulted from the proactive audit using the methodology for the proactive audit as described above). For the avoidance of doubt, the Wholesale Customer shall

not receive any underlying data or documentation to reach such conclusion. However, such data and documentation shall be provided to the Monitoring Trustee

4.42 If the auditor determines that the new charges have been calculated incorrectly, the Monitoring Trustee shall also receive the draft report on a confidential basis. The Monitoring Trustee shall have the opportunity to provide the independent auditor with its written comments on the draft report within four (4) weeks for the three-yearly periodic review and two (2) weeks for the six-monthly periodic review. If:

(a) the reactive audit determines that the new charges were calculated correctly, then the charges as communicated by Wyre following the six-monthly or three-yearly periodic review shall apply (i) for the six-monthly periodic review, as from the date of the communication of the charges, and (ii) for the three-yearly periodic review, as from six (6) months after the communication of the charges;

(b) the reactive audit determines that the newly communicated charges were incorrect, then Wyre may either (i) decide, acting reasonably, to apply the results of the reactive audit, or (ii) engage in a discussion with the Monitoring Trustee to determine the appropriate way to implement the results of the reactive audit in compliance with its Unilateral Commitments

4.43 Where a Wholesale Customer initiates a reactive audit in relation to a three-yearly and/or a six-monthly review process, Wyre shall notify all other Wholesale Customers of such reactive audit. Any subsequent reactive audit requests by other Wholesale Customers in relation to the same review processes shall be merged into the first reactive audit triggered, with a view to ensuring that there is a maximum number of one reactive audit in relation to the each three-yearly and six-monthly review process.

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 HFC Wholesale Services, in relation to any price, technical or other access-related conditions.

5.2 Accordingly, for the avoidance of doubt, Wyre shall not grant discounts and other commercial or financial benefits to any Wholesale Customer in relation to the application of prices under the HFC Pricing Model, and shall not differentiate between Wholesale Customers with respect to the application of Service Levels and other operational conditions in a manner that would negatively impact the (offer, features, experience or quality to) End Users, the timing of implementation and/or the cost for the Wholesale Customers.

5.3 As an exception to the foregoing,

Wyre may maintain the supply conditions applicable to pre-existing Wholesale Customers who elect not to benefit from the Unilateral Commitments despite being offered the option, as well as technical and operational differences arising from the wholesale agreements concluded with Wyre prior to the BCA Decision, it being understood that:

(i) the total monthly invoice value of any such pre-existing Wholesale Customers for the provision of HFC Wholesale Services under their respective existing pricing arrangements with Wyre should not be lower compared to the situation where they would adhere to the HFC Pricing Model, subject to verification by the Monitoring Trustee. If the total invoice value of any such existing Wholesale Customer under their existing pricing arrangement is exceptionally lower than it would have been under the HFC Pricing Model in any given month, Wyre will perform, for the month in question and for each Wholesale Customer who has subscribed to the HFC Pricing Model, an assessment comparing their respective total monthly invoices under both the pricing arrangement of the existing Wholesale Customer referred to above and the HFC Pricing Model. If the assessment indicates that the total monthly invoice value for a Wholesale Customer who has subscribed to the HFC Pricing Model would have been lower under the pricing arrangement of the existing Wholesale Customer concerned referred to above than under the HFC Pricing Model, Wyre would issue a credit note to that Wholesale Customer for the difference. Any instances of an observed positive difference between the total invoice value of any pre-existing Wholesale Customers under the existing pricing arrangement and the HFC Pricing Model will be reported to the Monitoring Trustee as part of Wyre's recurrent reporting obligations; and

(ii) differences which:

A. arise from the wholesale agreements concluded by Wyre prior to the BCA Decision; and

B. relate to the application of Service Levels and other technical and operational conditions that may negatively impact the (offer, features, experience or quality to) End Users, the timing of implementation and/or the cost for the Wholesale Customers,

may be maintained until the end of 2028. A list of such differences as well as a detailed timeline for their resolution is provided in **Appendix 6**. In the event that the differences set out in Appendix 6 are not resolved in accordance with the timeline indicated therein, Wyre shall not be considered in breach of this non-differentiation commitment unless it is determined that any such delay or lack of resolution (i) is attributable to Wyre; and (ii) has resulted in a Wholesale Customer incurring damages after 31 March 2027.

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

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

(a) a reference to these Key HFC 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

(a) 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 Applications equally, regardless of the indicative volumes provided by the Wholesale Customers, it being understood that Wyre may decide to not negotiate and conclude a wholesale agreement with the Applicant if the Applicant's financial and/or reputational standing constitutes an execution / implementation risk for such wholesale agreement.

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) Initially, the Wholesale Customer will deliver to Wyre the specifications of the Wholesale Service which the Wholesale Customer intends to procure from Wyre.

(b) Within three weeks of (a), Wyre and the Wholesale Customer will sign an agreed project plan with a view to setting out the detailed steps in the implementation phase.

(c) Subsequently, the Wholesale Customer will deliver to Wyre test reports showing certified qualitative compliancy of the hardware and software used

by the Wholesale Customer. The hardware and software are tested against the then-current specifications:

(i) For CPE equipment, this certification is to be performed by a competent party agreed by both Wyre and the Applicant, and the relevant tests, impacting the Wyre Network, are performed according to the Wyre then-current specifications.

(ii) For an iDTV DVB-C Decoder, certification will also be needed by the vendor of the chosen third party CAS solution supplier.

(d) Following this certification, field trials will take place within the next 4 weeks.

(e) After the delivery of the successful field trial test reports, the Wholesale Customer will provide Wyre with some samples of the customer premises equipment, for Wyre to conduct future continuous internal interoperability testing in a non-production environment over the following two (2) weeks.

(f) After internal interoperability testing by Wyre in a non-production environment, both parties would start integration, based on predefined mutual agreed test scenarios. At this stage, Wyre would conduct the end-to-end testing.

(g) 2 days 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.

(h) In the final step during the weekend before the go-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.

(i) 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 HFC 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.

***

APPENDIX 1

Service Level Agreement

1. GENERAL

(1) For the Wholesale Services provided in the Geographies 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 HFC 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 HFC Drop Cable that is a façade connection or an administrative cable connection.

- "**Complex Installation**": for the purposes of SLAs related to Fulfilment processes, the installation of a Standard HFC Drop Cable for (i) an underground connection with Geographic Information System (GIS) length[5] up to 15m between the building line and the entry point of the

[5] The GIS length is generally a straight-line distance from the end user premise to the network in the street (with a limited number of corner cases where there is a discrepancy between publicly available information and the on-site situation).

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, or the installation of a Standard HFC Drop Cable with a (GIS) length of up to 80m between the TAP and he NIU.

- "**Non-Standard Installation**": for the purposes of SLAs related to Fulfilment processes, the installation of a Non-Standard HFC 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 and connectors .

- "**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 any 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 dependent on the forecast provided by Wholesale Customer pursuant to the forecasts from 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 r 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).

SLA	Timer
Build standard customer solution design without permit	95% will be delivered within 60 Working Days following the creation of the Order
Build customer solution design with permit	95% will be delivered within 100 Working Days following the creation of the Order

1.1.2 Order Handling

(13) 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.

(14) 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

(15) 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 (including the specific service parameters) 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 (including the specific service parameters) or when it has executed the activation, in real time or in near real time.

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

1.1.4 Party order handling

(16) 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 – filter intervention

SLA	Timer
Filter intervention	95% in five (5) Working Days
	99% in fifteen (15) Working Days

b) Network modification for activation of a Wholesale Service – new TAP / TAP upgrade

(17) This network modification is a special form of network repair. For example, it is possible that only during installation by the Wholesale Customer technician it appears that there is no place on the TAP to connect the Wholesale Customer End User after all or that the TAP is defect. In that case, the Wholesale Customer technician must request a network repair, whereby the TAP is extended so that an additional free space is also created for the Wholesale Customer End User in question. For the avoidance of doubt this SLA is only valid for the Single Installer[6] process. For Single Visit[7] this activity is included in the Network modification for activation of a Wholesale Service – filter intervention as described above. For the avoidance of doubt, the Wholesale Customer may opt on a "per order" basis for both Single Installer or Single Visit.

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6 The "Single Installer" procedure refers to the set of installation activities executed by a certified technician of the Wholesale Customer, up to and including the connection to the distribution box ("*aftakdoos*"). These activities are essential prerequisites for the subsequent activation or deactivation of the service of the End User and must be completed in accordance with the applicable technical and operational standards.

7 The "Single Visit" procedure applies when the Wholesale Customer opts to delegate the execution of installation or deactivation works from the NIU to the distribution box ("*aftakdoos*") to a Wyre technician. The intention can be selected on a case-by-case basis but must be explicitly communicated during the implementation and testing phase.

SLA	Timer
New TAP/ TAP upgrade	90% in 10 Working Days
	95% in 15 Working Days
	99% in 20 Working Days

c) Network modification – HFC Drop Cable connection

(18) For the Standard HFC 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.

(19) The "Network modification – 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 HFC 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.

(20) 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.

(21) 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.

(22) For each Standard HFC 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).

(23) If permits and authorizations are required for the execution of a Complex Installation of HFC, Wyre will ask the Wholesale Customer to reschedule the previously agreed timeslot (without reschedule cost for the Wholesale Customer). In this regard, new time slots are suggested by Wyre, taking into account, but not exceeding, the statutory applicable timers (as from the initial Order) for the obtaining of the permits and authorizations. 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.

SLA	Timer
Simple Installation	95% in ten (10) Working Days
Complex Installation	95% in fifteen (15) Working Days
Complex Installation requiring a permit or authorization	95% in fifteen (15) Working Days + permit lead time

(24) 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 NIU within a premise or the removal of the NIU (for example because of demolishing of premises) (a NIU Move). A NIU Move request can be forwarded to Wyre and involves costs that will be charged to the Wholesale Customer, for which

it will first receive a quotation from Wyre. The NIU Move will only be carried out after approval of the quotation by Wholesale Customer, unless otherwise agreed on.

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

d) Network intervention – Urgent intervention

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

(26) 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".

1.2 SLAs in relation to Assurance processes

1.2.1 Party Problem Handling (Wyre)

(27) 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.

(28) 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

(29) 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.

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

b) Simple Service Restoration for End Users

(30) An SLA is provided for Simple Service Restoration. Wrongful Repair requests will be excluded from the calculation of the SLA.

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

(31) 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

(32) 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

(33) 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

(34) 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.

(35) 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

(36) 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

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

(38) For network-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 receives a network incident ticket and stop as soon as the network incident has been closed by Wyre. In case multiple network incident tickets are consecutively opened in relation to the same network incident, the total repair timer for all tickets needs to be taken into account for the purpose of determining the SLAs.

Priority	Timeframe	Timer
P1	Calendar Hours	85% within four (4) Calendar Hours
P2 (> 50 connections)	Calendar Hours	85% within four (4) Calendar Hours
P2 (2-50 connections or Brussels Region)	15x7 (Extended Working Hours including also Sunday)	85% within four (4) Extended Working Hours including also Sunday

(39) 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. 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

(40) 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

(41) 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.

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

(42) 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.

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

(43) 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

(44) 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.

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

(45) 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.

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

(46) 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)

(47) 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.

(48) 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)

(49) 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.

(50) The SLA does not apply for periods of planned unavailability, which were announced in advance to Wholesale Customer according to the foreseen process.

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)

(51) 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 NIU 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%

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

ii. Network connectivity quality (leakage/noise)

(53) For the resolution of network-related ingress problems or the resolution of service degradation problems, a specific SLA is foreseen for the resolution of such problems. "Ingress" is defined as signal leakage where the outside signal passes into the coaxial cable generated from the inhome. Service degradation means that the network quality is reduced. The SLA timer starts at the moment of creation of the ingress-related ticket or service degradation ticket until the resolution of the ingress-related ticket or service degradation ticket involving a Wyre technician. The SLA applies both to Wyre and Wholesale Customer depending on the underlying root cause. For the sake of clarity, if no Wyre technician involved in the ingress problem resolution or service degradation problem resolution, such SLA does not apply.

SLA	Timer
Resolution of ingress-related ticket or service degradation ticket	99% within < five (5) Working Days

1.4 Additional end-to-end Quality of Service SLAs

(54) 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.

(55) 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 HFC Wholesale Services. Wyre shall measure the network quality as experienced by the End Users of the Wholesale Customer utilizing the DICE-index (Docsis Impacting Customer Experience). The DICE-index incorporates technical downstream and upstream Docsis parameters into a single index reflecting the overall network quality. In order to ensure that the DICE-index remains as relevant and up-to-date as possible for predicting the End User impact, the Wholesale Customer shall periodically provide Wyre with a sufficiently large sample of End Users' incident call data. The parties shall discuss and agree upon the content of

the incident call data and the targets for the DICE-index shall be reviewed and discussed during regular service meetings.

e) Operational Support & Readiness Service Quality Guarantees

i. Change Management notification

(56) 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.

(57) 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	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

(58) 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

B. COMPENSATIONS & PENALTIES

(59) 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.

(60) 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.

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

(62) 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.

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

(64) 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.

(65) 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

(66) In case of delay at Wyre-side for Orders beyond the SLA for the allocation of the network resources (including the specific service parameters) 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

(67) In case of delay at Wyre-side for work orders for filter intervention, or the performing on Standard HFC Drop Cable connections, a compensation of EUR 1,12 per additional Working Day of delay is due, as per Section1.1.4.

1.1.3 Service Quality Management

(68) 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 1.2.3a)i. Per Order that falls outside of the SLA, a compensation of EUR 40,35 is due by Wyre.

(69) 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 1.2.3a)ii. 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

(70) 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 1.2.1a).

(71) 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 1.2.1b).

(72) 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 1.2.1b).

1.2.2 Incident Management

(73) In case of a critical incident (i.e., P1 network 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 HFC Recurring Charges (excluding Recurring Charges for HFC co-location). The compensation for critical incidents will be calculated as follows:

Compensation critical incident = Share of resolution hours on total hours per month beyond SLA timeframe x number of impacted Wholesale Customer End Users x average monthly fee per customer

(74) 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 HFC Recurring Charges (excluding Recurring Charges for HFC co-location). 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

(75) 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.

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

(77) 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 2.

APPENDIX 2

Levels of the Recurring and Non-Recurring Charges

1. Recurring and Non-Recurring Charges for HFC Wholesale Services (except for HFC Co-location)

The structure of the Recurring Charges consists of the following main price components:

a. a product-independent access line fee;

b. a speed product dependent service fee;

c. a separate peak-time consumption cost per Mbps;

d. a speed product dependent B2B-price overlay for B2B customers;

e. QoS AF & EF products for B2B customers, offering a guaranteed bandwidth;

f. a fee per TV channel; and

g. a telephony (voice) component.

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Subject to the signing of the long-form agreements and to the closing of the transaction – prices are subject to change in accordance with the HFC long-term pricing model

Price by product line							
Products		Unit	2025	2026	2027	2028	Jan.-June 2029
Access Line ALL products		**€/month/RGU**	**14,68**	**14,96**	**15,24**	**15,53**	**15,83**
Broadband service (Mbps)		**€/month/RGU**					
	2.500	€/month/RGU	13,51	11,99	12,23	12,51	12,75
	1.500	€/month/RGU	10,19	9,78	9,98	10,21	10,40
	1.000	€/month/RGU	8,53	8,67	8,85	9,05	9,22
	950	€/month/RGU	8,48	8,62	8,79	8,99	9,16
	900	€/month/RGU	8,44	8,57	8,74	8,95	9,11
	850	€/month/RGU	8,39	8,53	8,70	8,90	9,07
	800	€/month/RGU	8,35	8,48	8,65	8,85	9,02
	750	€/month/RGU	8,30	8,44	8,60	8,80	8,97
	700	€/month/RGU	8,26	8,39	8,56	8,75	8,92
	650	€/month/RGU	8,21	8,34	8,51	8,71	8,87
	600	€/month/RGU	8,17	8,30	8,46	8,66	8,82
	550	€/month/RGU	8,12	8,25	8,42	8,61	8,77
	500	€/month/RGU	8,08	8,21	8,37	8,56	8,73
	450	€/month/RGU	7,75	7,87	8,04	8,21	8,36
	400	€/month/RGU	7,42	7,54	7,70	7,85	7,99
	350	€/month/RGU	7,09	7,21	7,36	7,49	7,62
	300	€/month/RGU	6,76	6,87	7,01	7,13	7,26
	250	€/month/RGU	5,80	5,91	6,02	6,14	6,26
	200	€/month/RGU	5,60	5,71	5,82	5,93	6,04
	150	€/month/RGU	3,02	3,08	3,14	3,20	3,26
	100	€/month/RGU	2,82	2,88	2,93	2,99	3,04
	60	€/month/RGU	2,66	2,71	2,76	2,82	2,87
	50	€/month/RGU	2,62	2,67	2,72	2,77	2,83
	30	€/month/RGU	2,54	2,59	2,64	2,69	2,74
	20	€/month/RGU	2,50	2,55	2,60	2,65	2,70
B2B overlay service (Mbps)							
	2.500	€/month/RGU	6,10	5,39	5,49	5,59	5,70
	1.500	€/month/RGU	3,87	3,45	3,52	3,59	3,66
	1.000	€/month/RGU	2,76	2,49	2,54	2,58	2,63
	950	€/month/RGU	2,64	2,39	2,44	2,48	2,53
	900	€/month/RGU	2,53	2,30	2,34	2,38	2,43
	850	€/month/RGU	2,42	2,20	2,24	2,28	2,33
	800	€/month/RGU	2,31	2,10	2,14	2,18	2,23
	750	€/month/RGU	2,20	2,01	2,04	2,08	2,12
	700	€/month/RGU	2,09	1,91	1,95	1,98	2,02
	650	€/month/RGU	1,97	1,81	1,85	1,88	1,92
	600	€/month/RGU	1,86	1,72	1,75	1,78	1,82
	550	€/month/RGU	1,75	1,62	1,65	1,68	1,71
	500	€/month/RGU	1,64	1,52	1,55	1,58	1,61
	450	€/month/RGU	1,53	1,43	1,45	1,48	1,51
	400	€/month/RGU	1,42	1,33	1,36	1,38	1,41
	350	€/month/RGU	1,31	1,23	1,26	1,28	1,31
	300	€/month/RGU	1,19	1,14	1,16	1,18	1,20
	250	€/month/RGU	1,08	1,04	1,06	1,08	1,10
	200	€/month/RGU	0,97	0,94	0,96	0,98	1,00
	150	€/month/RGU	0,86	0,85	0,86	0,88	0,90
	100	€/month/RGU	0,75	0,75	0,77	0,78	0,80
	60	€/month/RGU	0,60	0,61	0,62	0,63	0,65
	50	€/month/RGU	0,48	0,49	0,50	0,51	0,52
	30	€/month/RGU	0,25	0,25	0,26	0,26	0,27
	20	€/month/RGU	0,13	0,13	0,13	0,14	0,14
Peak time consumption component							
Peak time component		€/month/Mbps	0,54	0,44	0,39	0,35	0,31

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AF QoS							
	128 kbps	€/month/RGU	0,01	0,01	0,01	0,01	0,01
	256 kbps	€/month/RGU	0,03	0,03	0,03	0,03	0,03
	512 kbps	€/month/RGU	0,06	0,06	0,06	0,06	0,06
	1 Mbps	€/month/RGU	0,11	0,11	0,11	0,12	0,12
	2 Mbps	€/month/RGU	0,22	0,23	0,23	0,23	0,24
	4 Mbps	€/month/RGU	0,44	0,45	0,46	0,47	0,48
	5 Mbps	€/month/RGU	0,55	0,56	0,57	0,58	0,60
EF QoS							
	128 kbps	€/month/RGU	0,03	0,03	0,03	0,03	0,03
	256 kbps	€/month/RGU	0,05	0,06	0,06	0,06	0,06
	512 kbps	€/month/RGU	0,11	0,11	0,11	0,12	0,12
	1 Mbps	€/month/RGU	0,22	0,22	0,23	0,23	0,24
	2 Mbps	€/month/RGU	0,44	0,45	0,45	0,46	0,47
Voice service							
Voice B2C		€/month/RGU	0,08	0,08	0,09	0,09	0,09
Voice Tier B2B - SIP/ISDNoCoax		€/month/RGU	0,85	0,87	0,88	0,90	0,92
TV service							
Shared SD		€/month/channel	1.418,54	1.445,49	1.472,95	1.500,94	1.529,46
Shared HD		€/month/channel	3.288,22	3.350,70	3.414,36	3.479,23	3.545,34
Shared Radio		€/month/channel	36,31	37,00	37,71	38,42	39,15
Dedicated SD		€/month/channel	2.837,08	2.890,98	2.945,91	3.001,88	3.058,92
Dedicated HD		€/month/channel	6.576,44	6.701,39	6.828,72	6.958,46	7.090,68
Dedicated Radio		€/month/channel	72,63	74,01	75,42	76,85	78,31
NRC							
Blended activation / migration fee new location		€	2,76	2,81	2,87	2,92	2,98
Blended de-activation / migration fee		€	1,77	1,81	1,84	1,88	1,91
Standard cable connection (complex)		€	696,48	709,71	723,19	736,93	750,94
Standard cable connection (simple)		€	94,08	95,87	97,69	99,55	101,44
Drop cable - Admin		€	94,08	95,87	97,69	99,55	101,44
Single Installer (install)		€	0,89	0,90	0,92	0,94	0,96
Single Installer (de-install)		€	/	/	/	/	/
Single Visit (install)		€	35,67	36,34	37,03	37,74	38,45
Single Visit (de-install)		€	24,49	24,95	25,43	25,91	26,40
Ingress and current leakage		€	278,05	283,34	288,72	294,21	299,80
Repair		€	265,64	270,69	275,83	281,07	286,41
Wrongful request		€	94,15	95,93	97,76	99,61	101,51
Missed Appointment (= useless visit		€	40,35	41,12	41,90	42,70	43,51
Add/remove HFC service on active location		€	1,77	1,81	1,84	1,88	1,91
Change HFC service		€	1,77	1,81	1,84	1,88	1,91
Change appointment		€	Missed Appointment fee (useless visit)				
Cancel appointment		€	Missed Appointment fee (useless visit)				
Technical support		€	105,50	107,50	109,55	111,63	113,75
SLA Pro		€	/	/	/	/	/

2. Recurring and Non-Recurring Charges for HFC Co-location

2.1 Recurring Charges for HFC Co-location

a. (Redundant) power per month:

(Redundant) power per month (including cooling)	2025
48 V (DC) per ampère	16,95 €
230 V (AC) per ampère	74,77 €

Recurring Charges for HFC Co-location power shall be a market standard (the average power cost over the past year plus the minimum required margin) unit co-location power fee for the power and cooling costs and applied on the following basis:

(i) the effective measured power consumption (power metering);

(ii) in absence of such power metering, the product specifications of the installed equipment. Wholesale Customer shall provide the relevant information to Wholesale Provider at the latest upon installation of the equipment (or upon request for already installed equipment); or

(iii) in case Wholesale Customer does not provide the relevant information to Wholesale Provider, Wholesale Provider shall take into account the total ordered maximum power.

b. Rack per month:

Rack recurrent per month	2025
Operator half rack (22U)	458,55 €
Operator additional rackspace per 22U	458,55 €

For the sake of clarity, if HFC Wholesale Services 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 during which the respective HFC Wholesale Service was provided.

2.2 Non-Recurring Charges for HFC Co-location

	2025
Rackspace half rack (22U)	1.834,20 €
Power installation	2.038,00 €
Pre-cabling patch panel towards the switch board (SB) – 6 ports	1.834,20 €
Security and household costs	1.528,50 €
Additional rackspace half rack (22U)	1.834,20 €
Power upgrade installation	2.038,00 €
Additional pre-cabling patch panel towards the switch board (SB) – 6 ports	1.834,20 €

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, each of the Recurring and Non-Recurring Charges for HFC Co-location indicated in this annex as set out above shall be increased (compounded annually) by a fixed escalator of 1.9%.

APPENDIX 3

HFC Pricing Model [strictly confidential]

APPENDIX 4

Process and relevant principles for periodic price review mechanisms

Six-monthly periodic review

The six-monthly update of the **Tier-to-Specs Model** follows a two-step process.

1. Generation of input:
    a. Wyre retrieves the monthly actual subscribers, per operator, and the distribution of subscribers across the various speed categories (or 'specs') from its reporting tools.
    b. With a view to setting the prices for specs, Wyre applies to the Tier-to-Spec Model the relevant access fee, ARPUs per tier, target tier mix and blended service ARPU in the most recent Generic HFC LTP Model for that 3-year pricing period.
2. Setting prices
    a. Wyre updates the Tier-to-Spec Model with (i) the subscriber-weighted actuals per spec/operator from point 1.a above and (ii) the ARPUs per tier and target tier mix from point 1.b above.
    b. Through its fixed mechanism, the Tier-to-Spec model:
        i. allocates the specs to tiers;
        ii. calculates the average spec;
        iii. defines the anchor points for the price curve;
        iv. intrapolates all specs in between the anchor points; and
        v. rescales the price curve based on the blended service ARPU (i.e. the average blended revenue per user for HFC broadband service).
    c. The resulting price curve is used to:
        i. provide net ex-post corrections (up/down) to the prices of the previous period; and
        ii. set provisional prices for the next pricing period.

Three-yearly periodic review

The process and relevant principles for the three yearly periodic review for the (i) Generic HFC LTP Model as well as the (ii) Non-Recurring Charges Model are indicated below.

The three-yearly update of the Generic HFC LTP Model follows a two-step process.

1. Generation of the input for the Generic HFC LTP Model

    Wyre updates the items below in its Generic HFC LTP Model, to apply prospectively from the year in which the Generic HFC LTP Model is updated. While no backwards

adjustments are made in the model based on actuals, the smoothening is always applied over the full period 2025-2041.

a. CAPEX depreciation

   i. Wyre updates the gross book value to adjust for (a) assets that are no longer in use at the time of the update of the model and (b) the new assets in use at the time of the update of the model, on the back of the capex investments within the previous pricing period

   ii. From its long-term business plan, Wyre updates the forecasted yearly additional CAPEX for each HFC-related cost type.

   iii. Based on the latest available roadmap, Wyre assumes the path to decommissioning of part of its network, by setting the forecast of remaining homes connected in the high- and medium-density areas.

   iv. Subsequently, the annual depreciation amounts are calculated based on the TAM methodology, using adjusted average asset lifetime (i.e. by a shortening of the regular lifetimes) based on the part decommissioning of Wyre's network, to account for the subsequent accelerated depreciation.

b. OPEX

   i. From its long-term business plan, Wyre updates the forecasted yearly OPEX for each cost type in its profit and loss statement. The total P&L OPEX costs first need to be allocated to the correct network type, to ensure that only HFC-related costs are considered.

c. RGU forecasts

   i. Starting from the relevant actuals at the time of the Generic HFC LTP Model update, and by using the forward-looking assumptions of Wyre, supported by market trend analysis, as well as potential input from the wholesale customers' forward looking plans, Wyre sets the annual RGU forecasts per player for the remainder of the years in scope of the Generic HFC LTP Model.

d. Target broadband % tier mix

   Wyre estimates and sets the annual % split of its four tiers, for the remainder of the years in scope of the Generic HFC LTP Model, based on the following items:

   i. The Wyre CAPEX roadmap and technical feasibility

      When it is technically feasible to bring technological improvements to the network, Wyre will assume a certain take-up of new services to ensure availability of the relevant HFC products.

   ii. Expected migration from HFC to FTTH

      Once FTTH is sufficiently available in the high- and medium-density areas and considering factors such as churn risk, migration costs and customer appetite for FTTH, wholesale customers might start to migrate their existing

HFC customers to FTTH, or replace the churning HFC customers by the gross FTTH customer additions.

iii. Non-binding forecasts from wholesale customers

In combination with the availability of new HFC technology and FTTH availability in the high- and medium-density areas, the wholesale customers will be asked to provide their expectations regarding future available services (e.g. request for a new top-spec Gbps service in the next years), and their expectations concerning the % RGU distribution over the specs they expect to use.

e. Peak-time consumption

Peak-time consumption is a main driver for network investments, and therefore used as a cost allocation key based on the usage by the products (BB, IPTV and fixed telephony). The peak-time usage is also used to calculate the broadband peak time usage tariff component expressed in €/Mbps/month.

i. The relevant actuals at the time of the Generic HFC LTP Model update are derived as measured on the network during the busy hour of each day.

ii. The forward-looking estimates of Wyre will be supported by market trend analysis based on the estimated transition from DVB-C to IP-TV, as well as historic growth rates for broadband internet.

f. Other allocation key parameters are derived from various sources, also based on relevant actuals at the time of the Generic HFC LTP Model update and forward-looking estimates based on Wyre estimates supported by market trends. These allocation keys are used for allocation of costs. Examples of allocation keys are: number of RGUs, FTEs, HFC assets for access vs. services, and network usage allocation keys based on the usage of the network capacity of the respective technical products.

2) <u>Production of the output of the Generic HFC LTP Model</u>

The output of the LTP model consists of annual prices for the access line, ARPU per tier, and a blended service ARPU. These are drivers of the Tier-to-Spec Model, and are calculated by processing and using the inputs from item 1 above as follows.

a. Cost allocation

i. Each cost line is allocated to the different technical products following one of the allocation keys.

ii. The allocation keys are calculated based on a series of input parameters (e.g. peak time consumption, RGUs, etc.)

iii. The allocated costs are then divided by the number of RGUs to obtain unitary costs, i.e. access line, and four tier ARPUs.

b. Translation of unitary costs to access price and four service tier prices

Even though the Generic HFC LTP Model is updated every three years only with forward-looking assumptions (i.e. no backwards corrections are made based on actuals), the unitary costs are smoothened over the full period of 17 years (2025-2041), redistributing the cash flows at equal Net Present Value, to ensure a stable price evolution per tier (not per spec, which is done in the Tier-to-Spec Model), only increasing with Consumer Price Index.

c. Production of recurring prices per the other technical products that are not access or services, i.e. B2B overlay (€/month/Mbps), peak time consumption component (€/month/Mbps and €/month/RGU), B2B QoS (€/month/Mbps), Voice service (€/month/RGU) and TV service (€/month/channel).

The three-yearly update of the Non-Recurring Charges Model follows the following process and principles:

1. The pricing periods for the Non-Recurring Charges last three years (with inflation to be applied based on the Consumer Price Index in Belgium in the relevant year within the three-year period).
2. In the context of the three-yearly periodic update, the following items would be assessed:
    a. Update of the unit costs (wholesale back-office tasks).
    b. Update of the probability matrix.
    c. Update of the blend between the wholesale customers (i.e. share of activations, de-activations, and migrations for the different wholesale customers).

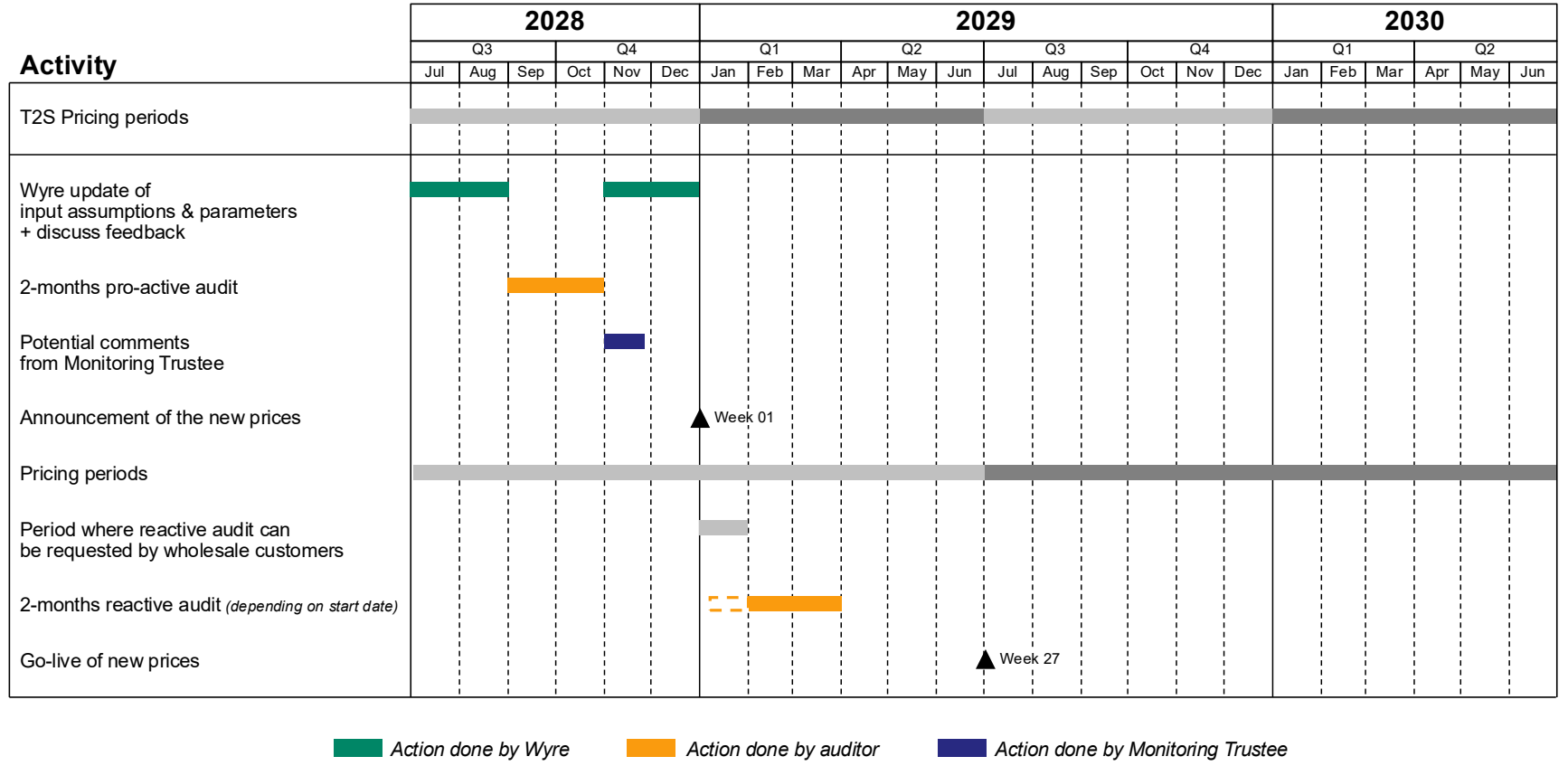
APPENDIX 5

Illustrative timelines for the conduct of the periodic price review mechanisms

Appendix 5.a
Three-yearly review – process timeline

ILLUSTRATIVE

Generic HFC LTP Model

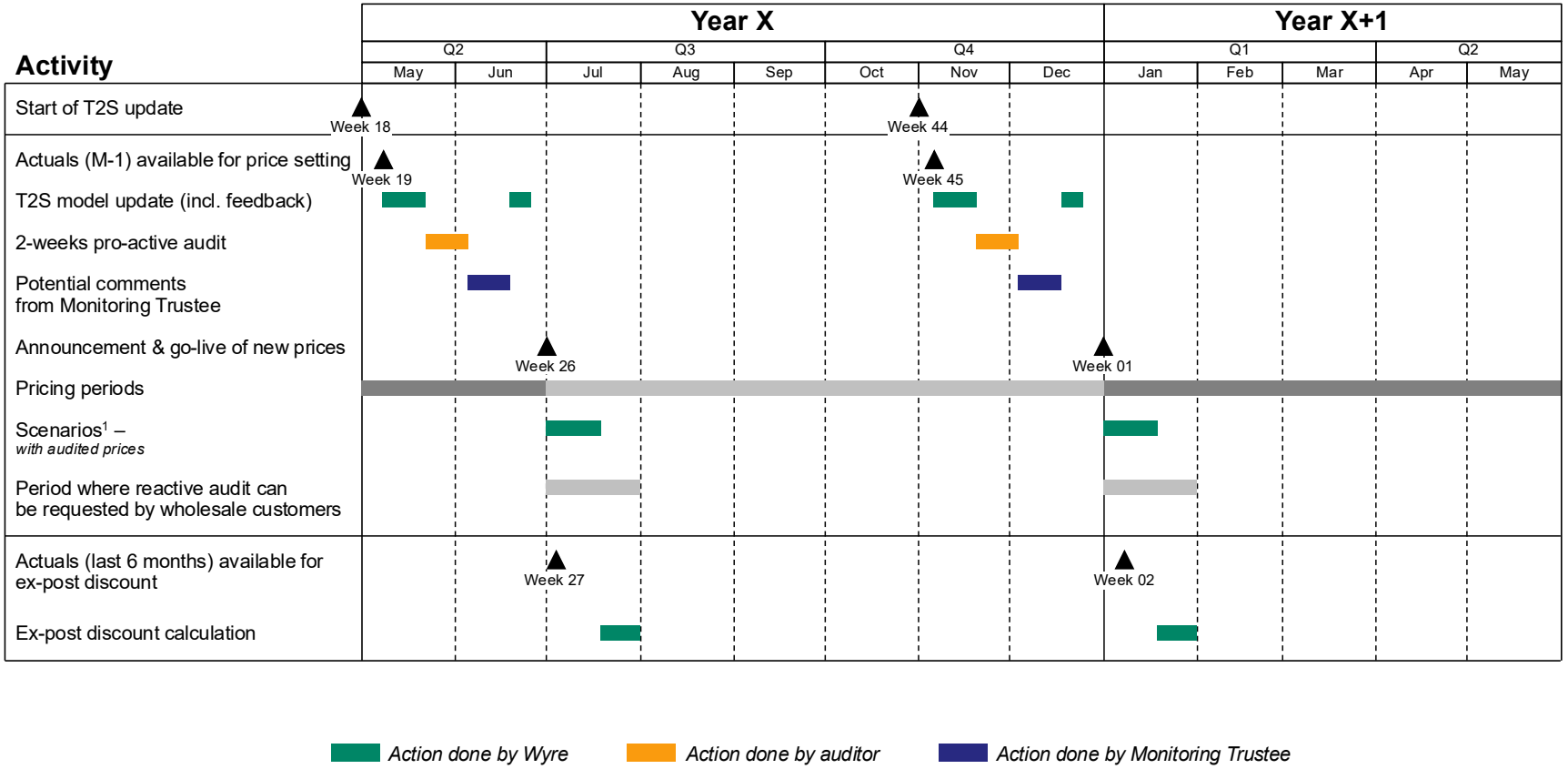


Note: 1) new prices would be suspended for the duration of the reactive audit

Appendix 5.b
Six-monthly review – process timeline

ILLUSTRATIVE

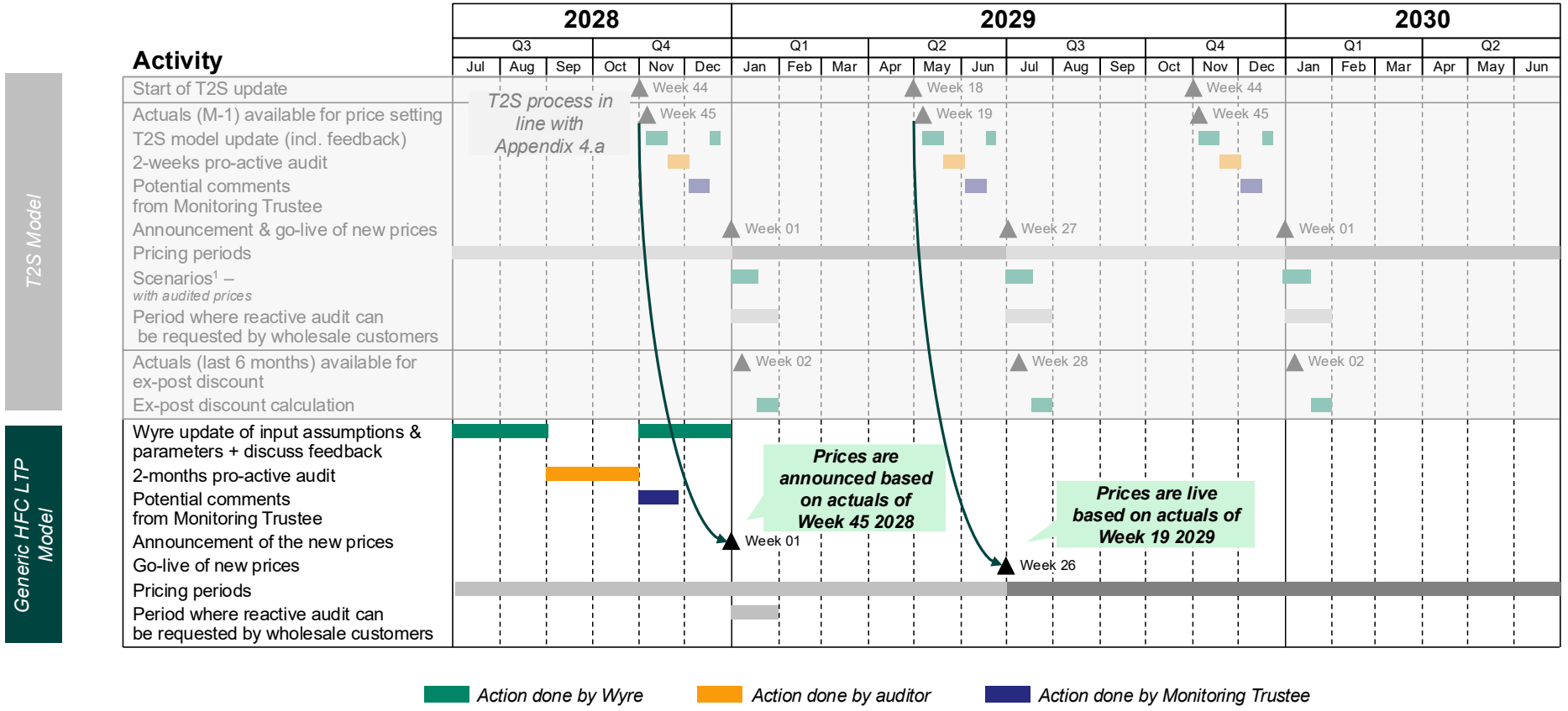
Tier-to-Spec (T2S) Model



Note: 1) Scenarios are run by Wyre based on requests from wholesale customers

Appendix 5.c
Combined process overview

ILLUSTRATIVE



Note: 1) Scenarios are run by Wyre based on requests from wholesale customers

APPENDIX 6

Timeline for the resolution of differences

This appendix provides the list of the differences that Wyre commits to resolve in accordance with (i) Section 5 of the Key HFC Terms and (ii) Section 4 of the Joint Commitments, as well as a detailed timeline for their resolution.

Category	Topic	Description	Timing roadmap
HFC	New build addresses - Solution 1	Certain wholesale customers can retrieve new addresses directly from databases via queries, and emails from build, while others have no visibility on new addresses.- Revoke access	Immediately
HFC	Service flows Telephony & IP TV (Unified API)	Certain wholesale customers have separate traffic over different service flows. Examples are: Telephony service IP TV traffic to STBs while others can only use one service flow.	End of Q2 2026
HFC/FTTP	Access to UAT/INT (E2E HFC UAT access + restrict INT access)	Certain wholesale customers have access to E2E UAT/test systems while others have limited access to UAT. For example: Real modems connected to a test node, other wholesale customer can only use virtual modems.	End of Q1 2026
HFC/FTTP	FUT flexibility	Certain wholesale customers have the flexibility to do Friendly User Testing (FUT) while others can only perform FUT's in production.	End of Q2 2026
HFC	Access to GIS tools	The GIS tools which provide geographical information about the Wyre network (examples are: type of network – aerial, façade, underground - and location of TAP) are web based and not available for all wholesale customers.	End of Q4 2028
HFC	Access to network lay-out	Certain wholesale customers have access to hierarchical information about the Wyre network (location, node, headend) while others do not.	End of Q4 2028
FTTP	Connectable premises - Short term	Certain wholesale customers have access to systems where data on FttP locations where fiber can be installed is stored/generated while others do not. Wyre intends to resolve this by tevoking access to such systems.	End of Q2 2026
FTTP	Connectable premises - Long Term (automated sharing – shared location)	Certain wholesale customers have access to systems where data on FttP locations where fiber can be installed is stored/generated while others do not. Wyre intends to resolve this by replacing exchange via Excel by electronic sharing.	End of Q4 2026

Category	Topic	Description	Timing roadmap
HFC	More detailed DICE data for all WHS customers	Certain wholesale customers have more detailed information on DICE (quality metric; DOCSIS Impacting Customer Experience) while others only have the aggregated monthly view.	End of Q4 2026
HFC	CCAP data	Certain wholesale customers have access to certain CCAP data (utilization, RxMER, spectrum usage,…) while others do not have all of this data. This is used for repair (troubleshouting).	End of Q4 2028
HFC	Feasibility check available products	Certain wholesale customers can do feasibility checks for End Users without using the API (which allow to offer feasibility checks online), while others need to use the API which has limitations on number of calls. Wyre intends to resolve this difference with unified API.	End of Q2 2026
HFC	New build addresses - Solution 2 (generic process for address sharing)	Certain wholesale customers can retrieve new addresses directly from databases via queries, and emails from build, while others have no visibility on new addresses. Wyre intends to resolve this by setting up a generic process to share new addresses.	End of Q4 2026
HFC	Allowing multiple modems on 1 address (unified API)	Certain wholesale customers can activate more than one modem on same location, for example to offer multiple Layer 2 services to the End User, while others can only install one modem.	End of Q4 2026
HFC	Self-starter/Self Install/Modem swap (unified API)	Certain wholesale customers can let the End User install the CPE without the need of a technician, while others always need a certified technician on site. Wyre intends to resolve this difference with Unified API.	End of Q4 2026
HFC	Smooth install process	Certain wholesale customers can make use of these workarounds which others can not use these and must stop the process. Examples of these are: • Create new address to allow sales (higher impact and longer implementation timelines) • Place splitter when TAP is full (Lower complexity and shorter implementation timeline) • Continue install when on wrong address	End of Q4 2028
HFC	AM/PM appointments (unified API)	Certain wholesale customers can do AM & PM appointments for HFC intervention, while others can only book day appointments. Unified API increment 3	End of Q2 2026

Category	Topic	Description	Timing roadmap
HFC	Modem upgrade flexibility	Certain wholesale customers can: • Do up to 6 different SW versions. • Flexibly load balance between 2 prov servers themselves when doing upgrades. • Upload new SW's themselves onto the servers. Others • Are allowed 3 SW versions. • Load balancing between 2 prov servers is fixed. • Need to request Wyre to upload their SW.	End of Q2 2026
HFC	Capabilities for assurance (Whitelisting modems – troubleshooting, Roaming modems - whitelisting, Ingress case)	Certain wholesale customers can make use of tools and processes to quickly troubleshooting and resolving issue, while others cannot use these processes. Examples of these are: • Channel restriction on individual modems • Whitelisting/roaming modems for troubleshooting Ingress case process. Wyre intends to resolve this by Unified API.	End of Q2 2026
HFC	SSH access - Solution 2	Certain wholesale customers do not need to request SSH for access to their modems, while others need to request SSH via an API (instantaneous). Wyre intends to resolve this by moving all wholesale customers to behind the firewall so they all need to request SSH.	End of Q2 2026
HFC/FTTP	Service Levels	Under the Cooperation, Wyre offers to its existing and prospective wholesale customers the same Service Level Agreements as set out in the Unilateral and Joint Commitments. The content of those Service Level Agreements at times differs from the existing agreements Wyre has with certain wholesale customers. Those differences are driven by two factors: • the objective to align as much as possible with Proximus/ Fiberklaar the approach within the FTTx Cooperation Area under the Cooperation; and • the improved knowledge on operational reality related to the FTTH technology and End User experience. Wyre's intention is to achieve that all existing customers move to the Service Level Agreements offered under the Cooperation. In more detail, the differences between the Service Level Agreements available under the Cooperation and under Wyre's existing wholesale agreements can be grouped into three main headings: 1. Certain overarching changes in the application of the Service Level Agreements, such as the (i) definitions of simple and complex installations and restorations; (ii) SLA mechanisms concerning force majeure, SLA	For FTTP: End of Q4 2026 For HFC: End of Q4 2028

Category	Topic	Description	Timing roadmap
		relief events, stop-the-clock / reset-the-clock principles, slot availability and appointment kept principles; (iii) extended working hours; (iv) prioritization for network-related incidents; (v) learning curve for certain SLAs related to FTTP; and (vi) application of "enhanced and premium" offer. 2. Changes in the amounts of compensations and penalties. 3. Changes in certain timers applicable in relation to the following SLA groups: a. The following SLAs in relation to Fulfilment processes: i. Non-Standard Presales & Roll-out of customer solution design ii. Order Handling iii. Service Configuration and Activation iv. Party order handling b. The following SLAs in relation to Assurance processes i. Party Problem Handling (Wyre) ii. Incident Management iii. Service Quality Management c. Additional end-to-end Quality of Service SLAs For completeness, Wyre notes that the following SLAs, despite being currently available in certain existing agreements Wyre has with certain wholesale customers, will not be operationalised for the wholesale customers concerned under the Cooperation: • Assurance related Service Quality Guarantees - Install First Time Right - Technical call • Assurance related Service Quality Guarantees – Repair First Time Right – Technical call • Additional end-to-end Quality of Service SLAs - Network Quality of Service • Additional end-to-end Quality of Service SLAs - Downstream Docsis errored data impact • Additional end-to-end Quality of Service SLAs - Upstream Docsis errored data impact • Additional end-to-end Quality of Service SLAs - Downstream event impact • Additional end-to-end Quality of Service SLAs – Upstream event impact • Operational Support & Readiness Service Quality Guarantees – Introduction of a new technology or software	

Category	Topic	Description	Timing roadmap
HFC/FTTP	Wholesale customer forecasting mechanism	Under the Cooperation, Wyre offers to its existing and prospective wholesale customers the same customer forecasting mechanism as set out in the Unilateral and Joint Commitments. That mechanism is different than the mechanism in certain existing agreements Wyre has with certain wholesale customers. This difference is driven by the objective to align the approach with Proximus/ Fiberklaar in the specific technology context of both HFC (mass migrations towards existing network) and FTTH (gradual migration to a newly build network). Wyre's intention is to achieve that all existing customers move towards the customer forecasting mechanism offered under the Cooperation.	For FTTP: End of Q4 2026 For HFC: End of Q4 2028
HFC/FTTP	Drop cable	The definition of drop cable (in terms of non-standard and standard drop cables as well as simple and complex installations) under the Unilateral and Joint Commitments will differ to a certain extent from the definitions in certain existing agreements Wyre has with certain wholesale customers. Wyre's intention is to achieve that all existing customers move towards the drop cable definition adopted under the Cooperation.	For FTTP: End of Q4 2026 For HFC: End of Q4 2028