WYRE REFERENCE OFFER FOR THE WHOLESALE PROVISION OF PASSIVE FTTX WHOLESALE SERVICES UNDER THE FTTX COOPERATION

1. DEFINITIONS

3-Year Network Forecast means the planning provided by Wyre for the FTTx Roll-out it intends for the next three (3) Years;

6-Month Network Forecast means the more detailed planning provided by Wyre for the FTTx Roll-out it intends for the next six (6) months as well as the realised FTTx Roll-out of the previous month;

Affiliate means any person or entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such specified person or entity and **Affiliated** shall be construed accordingly;

Application means a written request for the supply of Wholesale Services via the Wyre Network under the Reference Offer;

Applicant means a party submitting an Application;

Applicable Law means any law, decree, ordinance, directive, regulation, binding code, binding guidance or other binding requirement or rule enacted or promulgated by any supranational, national, regional, state, provincial or local regulatory agency, department, bureau, commission, council, court or any other regulatory, judicial, competition or governmental entity that may be in effect from time to time, with respect to a Party and its activities under this Reference Offer, including for the avoidance of doubt the applicable regulatory framework and antitrust law, and the commitments under the BCA Decision;

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

BCA means the Belgian Competition Authority;

BCA Decision means the decision by the Auditorat in case MEDE-RPR-24/0001 pursuant to Article IV.45, paragraph 1, 2° of the Belgian Code of Economic Law;

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

Billing Month means a calendar month during the term of this Reference Offer;

Charges means the Recurring and Non-Recurring Charges;

Connectable Premise means:

> (i) a Living Unit that is a single dwelling unit (**SDU**) or a Living Unit within a Simple-MDU (i.e. a multi-dwelling unit (**MDU**) that is already connected or can be connected to the Wyre Network with a (Standard or Non-Standard) FTTx Drop Cable); or
>
> (ii) a Living Unit within a Complex-MDU (i.e. an MDU that requires proactive internal (vertical/horizontal) cabling to enable customer activation of individual LUs) as from the moment all works for the fiber-related internal cabling have been done to enable customer activation in an LU within a timeframe equivalent to what is the case for an SDU or a Simple-MDU,

provided also that, in respect of (i) and (ii), the Wholesale Services, including the availability of Passive FTTx Co-location floorspace and interconnection points in the HE/HUB locations;

Contract means the signed or accepted Reference Offer between Wholesale Customer and Wyre based on which Wyre provides the Wholesale Services to Wholesale Customer, including all Annexes that are part of this Reference Offer. For the avoidance of doubt:

- in the absence of a signed version, the simple acceptance of the Reference Offer suffices as contractual commitment and will be considered the Contract;

- any change made to the Reference Offer shall automatically apply to the Contracts.

Contractor means any person or legal entity engaged, whether directly or indirectly by way of sub-contract, by Wyre for the performance of its obligations under or in relation to this Reference Offer;

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.

Cooperation Agreement means the cooperation agreement between Wyre and Fiberklaar regarding the building of fiber networks in the FTTx Cooperation Area, to be co-signed by Proximus and Telenet for compliance with certain predefined obligations;

CPE means Customer Premise Equipment;

Demarcation Points mean the demarcation points between the Wyre Network and Wholesale Customer infrastructure as detailed in Annex 1 (Services and Specifications for FTTx Equipment).The Demarcation Points for Passive FTTx Access are (i) at the Southbound side, the OL (which is included in the Wyre FTTx Network), and (ii) on the Northbound side, the FTTx interconnection point in the HE/HUB location where the active equipment of Wholesale Customer (and, as the case may be, of its Reseller Customer) are installed;

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

Fiberklaar Geographies means geographic areas within Flanders in which the Fiberklaar network is or will become available under the Cooperation Agreement that will, after having been fully deployed, cover in total approximately eight hundred thousand (800,000) Connectable Premises spread over the different Flemish provinces as follows: [TO BE COMPLETED FOLLOWING RELEASE OF BLACK BOX INFORMATION AND TO BE EXPRESSED AS RANGES OF 10%]. These geographic areas do not include the areas characterized by high population density and the rural areas and can thus be considered as covering mid-dense areas;

Fiber Node Group means a logical and geographically coherent grouping, the majority of which groupings contain up to fifteen thousand (15,000) Living Units;

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;

FTTx Cooperation means the cooperation between Wyre and Fiberklaar to deploy fiber networks in certain parts of Flanders based on point-to-point architecture that may be used for wholesale and retail mass-market (non-bespoke) fiber-to-the-home or fiber-to-the-office/building network services;

FTTx Cooperation Area means the geographical area in which Fiberklaar and Wyre will deploy the fiber networks under the FTTx Cooperation, i.e. the combined Wyre Geographies and Fiberklaar Geographies;

FTTx means fiber-to-the-premise, i.e. both fiber-to-the-home (to residential End Users) and fiber-to-the-office/building (to business End Users);

FTTx Drop Cable means the fiber cable between the POC and the OL connecting the Wyre Network to the in-home End User's network (meaning all elements in the Living Unit necessary for the End User to access electronic communication services, excluding the OL and FTTx Drop Cable), which is either a **Standard FTTx Drop Cable** or a **Non-Standard FTTx Drop Cable**;

FTTx Roll-out means the gradual expansion by Wyre of the Wyre Network;

HFC means hybrid fiber coaxial;

Investigation means the formal investigation opened by the Auditorat on 26 July 2024 to assess the FTTx Cooperation between Wyre and Fiberklaar;

Joint Commitments means the draft commitments submitted jointly by Wyre and Fiberklaar to the BCA in the context of the Investigation;

LU or Living Unit means any premise located within the Wyre Geographies that is used either for residential or business purposes and being located in an SDU or MDU. Servicing Unit(s) (SU(s)) (such as elevators or alarm/fire detection systems) which are contained in an MDU are also considered as being Living Units. One LU that would have multiple FTTx connections is counted as one single LU;

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

Non-Recurring Charge means additional irregular charges and fees due by the Wholesale Customer as set forth in Annex 2 (Pricing);

Non-Standard FTTx Drop Cable means (i) an FTTx Drop Cable for an underground connection with Wyre's Geographic Information System (**GIS**) of a length of more than fifteen (15) meters between the building line ("*rooilijn*") and the entry point of the habitable part of the Living Units (without an available and usable introduction duct or equivalent limited to fifty (50) meters) or (ii) an FTTx Drop Cable for an aerial connection with GIS length of more than fifty (50) meters between the building line and the entry point of the habitable part of the Living Unit;

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

OL means Optical Outlet, i.e., the Demarcation Point at the Southbound side between the Wyre Network and the in-home End User's network for the Wholesale Services. The Optical Outlet terminates the FTTx Drop Cable in the premise and holds a connector where the fiber patch cable towards the CPE device can be plugged into;

Overrun means the scenario where the number of activation orders placed by Wholesale Customer exceeds 107,5% of the volumes in Wholesale Customer's binding forecast for that month;

Party means Wyre or the Wholesale Customer that are parties to the Contract;

Passive FTTx Access means the connectivity to the Wyre Network by means of connecting the CPE device to the termination point of the passive FTTx network in the Wholesale Customer End User's Living Unit (OL). At the Northbound side, Wholesale Customer (and, as the case may be, its Reseller Customer) will provide their own active equipment for the interconnection with the Wyre Network in Wyre's Passive FTTx Co-

location technical facilities or in the co-location technical facilities of the third party to provide E2E service offering;

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

Passive FTTx Drop Cable Rental means the provision of connectivity to the Wyre Network with an FTTx Drop Cable rented out by Wyre to the Wholesale Customer;

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

Project Plan means a document that is formulated during the onboarding process and outlines the detailed requirements, deliverables, and timelines in order to install, implement, certify, and test all necessary technical infrastructure, processes, IT interfaces and API, ensuring technical compliance for providing Wholesale Services;

Recurring Charge means charges and fees due by Wholesale Customer on a monthly basis, as detailed in Annex 2 (Pricing);

Reference Offer means the present reference offer for the wholesale provision by Wyre of the Wholesale Services. This also includes all related Annexes. The Reference Offer contains all requirements to proceed with and entering into a Contract;

Regulator means the Belgian Institute for Postal Services and Telecommunications (BIPT / IBPT) in its role as monitoring trustee of the commitments under the BCA Decision;

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

Review Mechanism means the mechanism as set out in Article 14.8;

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

SLA or **Service Level Agreement** means the service levels in relation to the provision of the Wholesale Services detailed in Annex 3 (Service Level Agreement);

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

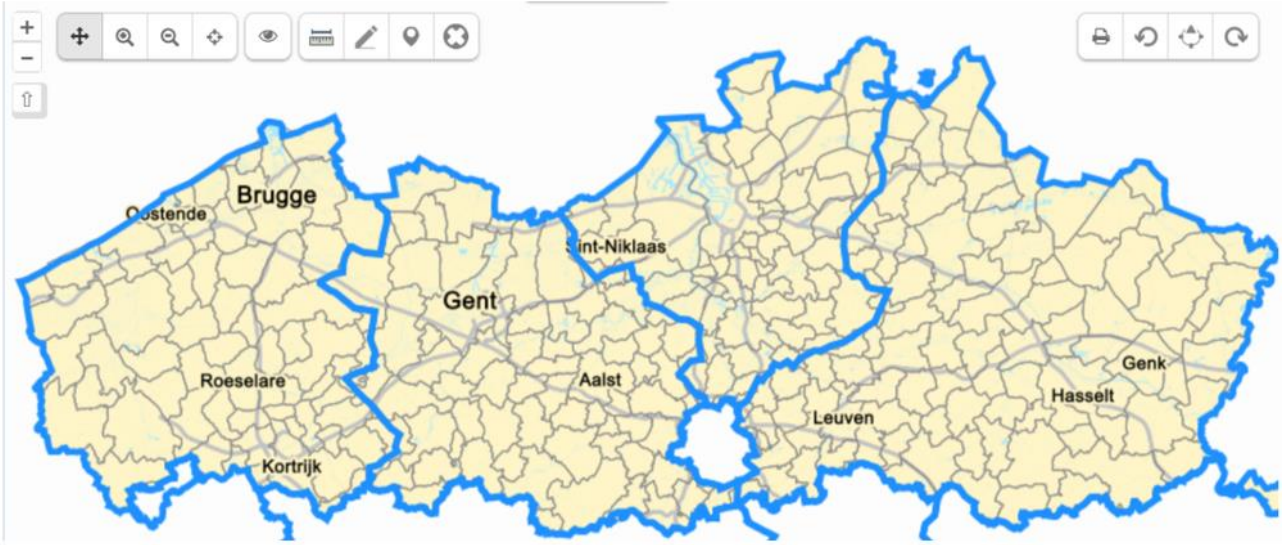
Sub-Region means a geographical part of the Wyre Geographies for which the Wholesale Customer forecast is established. The Wyre Geographies are split into four (4) Sub-Regions:

a. Sub-Region 1: region "West-Vlaanderen"

b. Sub-Region 2: region "Oost-Vlaanderen and Vlaams-Brabant (West)"

c. Sub-Region 3: region "Antwerpen"

d. Sub-Region 4: region "Vlaams-Brabant (Oost) and Limburg"



Standard FTTx Drop Cable means (i) an FTTx Drop Cable for a façade connection, (ii) an FTTx Drop Cable for an underground connection with GIS length[1] up to fifteen (15) meters between the building line and the entry point of the habitable part of the Living Unit (or with GIS length of more than fifteen (15) meters if there is an available and usable introduction duct or equivalent limited to fifty (50) meters) or (iii) an FTTx Drop Cable for an aerial connection with GIS length up to fifty (50) meters between the building line and the entry point of the habitable part of the Living Unit;

Underrun means the scenario where the sum of activation orders that were placed by Wholesale Customer for three (3) consecutive months does not exceed 80% of the sum of activation orders in Wholesale Customer's binding forecast for the months concerned;

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

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

Wholesale Services means the passive FTTx wholesale services provided by Wyre to Wholesale Customer, in the Wyre Geographies, consisting of (i) Passive FTTx Access, (ii) Passive FTTx Drop Cable Rental and/or (iii) Passive FTTx Co-location;

Working Day means any day from Monday to Friday inclusive, excluding any day that is a public holiday in Belgium;

Wyre means Wyre BV, Liersesteenweg 4, 2800 Mechelen (and any of its potential successors);

Wyre Geographies means geographic areas within Flanders in which the Wyre Network is or will become available under the Cooperation Agreement and that will, after having been fully deployed, cover in total approximately 1,200,000 Connectable Premises which is expected to be spread over the different Flemish provinces as follows: [TO BE COMPLETED FOLLOWING RELEASE OF BLACK BOX INFORMATION AND TO BE EXPRESSED AS RANGES OF 10%]. These geographic areas do not include the areas characterized by high population density and the rural areas and can thus be considered as covering mid-dense areas. In the context of the provision of passive FTTx wholesale services by Wyre within the Fiberklaar

[1]The GIS length is generally a straight-line distance from the End User's 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).

Geographies in accordance with Annex A of the present Reference Offer, the term "Wyre Geographies" is to be understood as referring to the Fiberklaar Geographies; and

Wyre Network means passive FTTx network(s) with a point-to-point topology, consisting of the technical infrastructure, in whole or in part, and elements/components and attached systems thereof (including *inter alia* the optical fiber cables, fiber enclosures, optical distribution frames, (automated) patch panels and splicing shelves), up to and including the Demarcation Points, that are managed and operated by Wyre or its suppliers.

2. WHOLESALE SERVICES

2.1 Wyre shall make available to Wholesale Customer, in accordance with the terms and conditions set out in this Reference Offer, the Wholesale Services that may solely be used for residential and B2B mass-market (non-Bespoke) FTTx (wholesale or retail) network services.

2.2 The Passive FTTx Wholesale Services do not include the following use cases that are considered to be Bespoke connections:

- any Bespoke LEX (Local Exchange) / headend or E2E dark fiber connections;
- any Bespoke fiber connections to serve mobile antenna sites;
- any Bespoke fiber and optical wavelength connections into data centers;
- backhauling connections to the interconnection points of the Wyre Network;
- any Bespoke fiber connection to serve Z-addresses (i.e., locations without official addresses);
- any Bespoke fiber connections between and across either Party's backbone, aggregation or central offices locations;
- any xDSL / HFC network connections; and
- any other use cases (retail or wholesale) not supported by a mass-market FTTx network.

2.3 Passive FTTx Access and Passive FTTx Drop Cable Rental are offered by way of one integrated Recurring Charge (as set out in Annex 2 (Pricing)) and only offered as and when they are available at Connectable Premises within the Wyre Geographies it being understood however that Wyre makes no guarantee that all Living Units within the Wyre Geographies will become Connectable Premises.

2.4 The modalities for the provision of passive FTTP wholesale services by Wyre within the Fiberklaar Geographies are set out in Annex A.

3. RESALE

3.1 Wholesale Customer may resell fully or partially the Wholesale Services to Reseller Customers.

3.2 Wholesale Customer shall procure that all Reseller Customers shall comply with all obligations undertaken by Wholesale Customer pursuant to this Reference Offer, with the exception of any Articles that are by their nature only relevant between Wyre and Wholesale Customer. Wholesale Customer shall at all times be responsible towards Wyre for the compliance of its Reseller Customers with the terms and conditions of this Reference Offer.

3.3 For the avoidance of doubt, Wholesale Customer shall be allowed to sell either, at retail level, a single service or combination of services (like broadband, TV or telephony) to an End User, or, at wholesale level, wholesale services to a Reseller Customer, using the Wholesale Services of Wyre.

4. WHOLESALE CUSTOMER FORECAST

Long-term forecast

4.1 Wholesale Customer can, at its discretion, provide a non-binding long-term forecast with the total number of Wholesale Customer End Users end-of-month (EOM) for the next three (3) years, in particular based on the FTTx Roll-out set out in Wyre's 3-Year Network Forecast. This long-term forecast shall be provided on a rolling basis within one (1) month after publication of the 3-Year Network Forecast.

Short-term forecast

4.2 Wholesale Customer shall, in good faith and on the basis of its best and most recent knowledge, provide a short-term forecast for the next six (6) months, in particular based on the FTTx Roll-out set out in Wyre's 6-Month Network Forecast.

4.3 The forecasts shall be provided by the Wholesale Customer on a monthly basis, on a global level (covering the entire Wyre Geographies), at the latest on the 10th of the first month of the forecasted period and will cover a period of six (6) months, including the input for providing the Wholesale Services such as a forecast of the total number of Wholesale Services activation orders for Wholesale Customer End Users. Any other relevant input provided by the Wholesale Customer will be discussed between the Parties within the monthly service meetings.

4.4 In addition to providing a forecast according to the aforementioned principles covering the entire Wyre Geographies, Wholesale Customer will also provide in good faith on a best efforts basis a subregional forecast to Wyre that takes into account the Sub-Regions. In any case, any subregional forecast that may be provided by Wholesale Customer will not have a binding nature and any deviations between actual orders as compared with such subregional forecast will not have any impact on the obligations (including under the SLA) of Wyre under this Reference Offer.

The forecast should be submitted by filling in the below template completely.

Forecast provided at the latest on the 10th of M (i.e. Nov-25)	**Total Forecast**					
Example	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Apr-26**
	M	**M+1**	**M+2**	**M+3**	**M+4**	**M+5**
Activation Orders for Wholesale Customer End Users						

4.5 Overrun and Underrun consequences regarding the forecast for activation orders only apply to the first three (3) months of the forecasted period, which are considered binding, and will in any event only become applicable six (6) months after the provision of the first short-term forecast.

4.6 By way of example, if the Wholesale Customer communicates the forecast 10 (for M), 10 (for M+1) and 15 (for M+2), but in the following month, changes that forecast to 15 (for M+1 of the previous forecast), 15 (for M+2 of the previous forecast) and 10 (for M+3 of the previous forecast), then the forecasted number for month M+1 has increased even though the previous forecast of "10" was already considered binding. In such case, Wyre shall use the originally forecasted number "10" in its calculation basis for any Overrun or Underrun.

4.7 In addition, for the purposes of determining the binding forecasted volumes that will be used to calculate any Overrun or Underrun, Wyre will only take into account in such calculation a deviation

in forecasted volumes of up to ten percent (10%) upwards or downwards, for the month that becomes newly binding in the rolling forecast (M+2 in the new forecast) from the previous forecast for that same month.

4.8 In case the short-term forecast is not provided at the latest on the 10th of the month, as described above, the first four (4) months of the forecast submitted during the previous month will be binding for the purposes of determining Overrun or Underrun.

4.9 Within seven (7) calendar days after (i) receipt of an initial forecast or (ii) a change to a forecast, Wyre will inform Wholesale Customer if it is unable to provide the necessary capacity to supply the Wholesale Services for the forecasted volumes and shall explain the reason behind. The Parties will work together constructively to find the most acceptable solution. For the avoidance of doubt, without prejudice to the forecasting principles and consequences relating to Overrun or Underrun set out in this Article, Wyre shall not unilaterally amend the forecast in such case and the SLAs shall continue to apply.

4.10 In case of Underrun, as evaluated in month M, Wholesale Customer's forecast for the next three (3) months (i.e. M, M+1 and M+2) can be lowered by Wyre with the average of the % of shortfall between the actual number of activation orders that were placed by Wholesale Customer (during months M-1, M-2 and M-3) and the forecasted numbers, provided that:

(a) a minimum threshold, calculated on a rolling basis, will apply to the next three months (M, M+1 and M+2) to prevent the revised forecast of such months to be lowered below the average of the actual number of activation orders that were placed by Wholesale Customer from the three preceding months (M-1, M-2 and M-3)

The lower limit of the downwards revision shall be set at the average of the actual number of activation orders that were placed by the Wholesale Customer in the three preceding months, as follows:

$$\text{Lower Limit for M} = \frac{((\text{actual \# orders M} - 1) + (\text{actual \# orders M} - 2) + (\text{actual \# orders M} - 3))}{3}$$

; and

(b) the Parties enter into good faith discussions.

4.11 In any given calendar month, in case of Overrun, the non-realised orders in Overrun are subtracted from Wyre's capacity (based on 107,5% of the binding forecasted volumes) for the subsequent month(s) to determine the calculation basis for the SLAs related to Fulfilment processes as set out in Annex 3 (Service level Agreement). For the avoidance of doubt, any Overrun orders that are carried over to the next months, shall be executed at best efforts and will only be excluded from the "Network modification" SLAs.

4.12 In case of material changes or market disruptions that cause a cumulative overrun in orders or a significant increase in the forecasted volumes of all of Wyre's Wholesale Customers, Wyre reserves the right to review the feasibility to meet the SLAs in relation to Fulfilment processes in Annex 3 (Service Level Agreement) after notification to the Regulator. In the event of a cumulative overrun, Wyre will discuss in good faith with the Regulator and the Wholesale Customers how the available capacity will be shared among Wyre's Wholesale Customers.

4.13 In case there is a significant deviation in the Roll-out, as set out in Article 8 of the Reference Offer, the binding forecasts for the number of Wholesale Customer End Users may be proportionally

impacted by such deviation; such impact may lead to a decrease or increase of the volumes to be taken into account for calculating Underrun or Overrun, which may then impact the number of Wholesale Customer End Users on the Wyre Network. Wyre will, by 31 March 2028, determine the relevant percentage, period, and calculation base for the purpose of the determination of significant deviations in Roll-out..

4.14 Such decrease(s) or increase(s) of Wholesale Customer End Users shall not trigger any impact as set out in this Article and in Annex 3 (Service Level Agreement).

5. PRICING

5.1 Wholesale Customer shall pay the Charges for the Wholesale Services calculated in accordance with Annex 2 (Pricing).

6. INVOICING AND PAYMENT

6.1 At the latest on the second (2nd) Working Day of each Billing Month, Wyre shall send an advance invoice for services to be rendered during the aforementioned Billing Month, which is equal to the amount of the non-disputed Recurring Charges in the latest final invoice issued by Wyre.

6.2 For the first two (2) Billing Months, the amount of the advance invoice shall be equal to the expected amount of Recurring Charges determined on the basis of Wholesale Customer's forecast for the first Billing Month, in accordance with Article 4.

6.3 Advance invoices shall be payable within thirty (30) calendar days following receipt by Wholesale Customer of the invoice.

6.4 Within fifteen (15) calendar days after the end of each Billing Month, Wyre shall send a final invoice for all amounts due (including Recurring and Non-Recurring Charges) by Wholesale Customer for the Wholesale Services rendered during this Billing Month. In case the invoice can in exceptional circumstances not be sent within said time, Wyre will justify the delay and send the invoice as soon as possible. If:

(a) the amount of the advance invoice for a Billing Month is higher than the amount of the final invoice for the same Billing Month, Wyre shall issue a credit note and reimburse the balance within thirty (30) calendar days following the date of receipt by Wholesale Customer of the final invoice; or

(b) the amount of the advance invoice for a Billing Month is lower than the amount of the final invoice for the same Billing Month, Wholesale Customer shall pay the balance within thirty (30) calendar days following the date of receipt by Wholesale Customer of the final invoice.

6.5 In the event of late payment or non-payment of (part of) any non-disputed Charges on an invoice, interest on the overdue amount shall be charged by operation of law (without notice of default), as from the day the payment is due until full payment is made. The applicable rate shall be the interest rate determined by the Belgian law of 2 August 2002 on combatting late payment in commercial transactions, increased with two percent (2%) points to cover for administrative and recovery costs.

6.6 Invoices will be sent by email to Wholesale Customer. A detailed specification of the invoice will also be made available electronically in a common format. This invoice information shall be such that the invoice is verifiable for the invoiced party. The Parties will inform each other in writing in good time, but at least one (1) calendar month in advance, if the invoice address changes.

6.7 Wholesale Customer shall pay the invoice if it contains the invoice components or specifications in accordance with this Article 6 and also corresponds to the reality of orders, use and performance. In

case Wholesale Customer considers one or several of these conditions as not fulfilled, Wholesale Customer may trigger the invoicing dispute as set out in Articles 6.10-6.12.

6.8 All invoice payments (whether for an advance invoice or a final invoice) by Wholesale Customer are due in euros (EUR) and shall be effected by way of wire transfer to a bank account specified by Wyre, using the structured reference as mentioned on the invoice. If Wholesale Customer does not pay in accordance with this Article 6.7 (unless with prior written consent of Wyre), the invoice shall be considered unpaid and Articles 6.5 and 6.9 shall apply (for the avoidance of doubt, the foregoing does not apply where the invoice has been duly paid on the bank account but with a wrong reference number).

6.9 Without prejudice to other remedies available under this Reference Offer or under Applicable Law, and notwithstanding anything to the contrary in the Reference Offer, in case of non-payment of any undisputed amounts where the unpaid overdue amounts amount to ten percent (10%) of the amounts invoiced by Wyre to the Wholesale Customer in the preceding calendar year and non-payment continues, Wyre shall be entitled to:

(a) suspend, without compensation or liability, the performance of activations of new Wholesale Customer End Users, if such invoice has not been paid by Wholesale Customer within fifteen (15) Working Days as from Wyre's (first) notice of default requesting payment of an overdue amount; and

(b) suspend, without compensation or liability, the provision of all or part of the existing Wholesale Services and its obligations under the relevant Service Level Agreement, if such invoice has not been paid by Wholesale Customer within twenty (20) Working Days as from Wyre's (first) notice of default requesting payment of an overdue amount.

Prior to the suspension of the Wholesale Services, Wyre shall notify Wholesale Customer and the Regulator in writing. The right for Wyre to suspend a Wholesale Service will be applied in all reasonableness and, if relevant and reasonably possible, will be limited to the part of the Wholesale Services that is reasonably proportionate considering the reason on which the suspension was based. A suspension will be ceased and the provision of Wholesale Services resumed as soon as reasonably and technically possible after the cause for such suspension has been overcome or removed.

6.10 For disputes relating to invoicing and payment, the following procedure (as set out in Articles 6.10-6.12) shall apply: Wholesale Customer may in good faith dispute all or part of an invoice received from Wyre by notifying Wyre thereof in writing before the due date of the invoice concerned. This notification must (i) be sent by registered letter, (ii) clearly mention the disputed amount and (iii) include the duly documented and justified reason(s) for disputing the relevant amount. Each invoice that is not disputed before its due date will be considered accepted by Wholesale Customer.

6.11 In case Wholesale Customer disputes an amount invoiced in accordance with Article 6.10, Wholesale Customer shall be entitled to withhold payment of any disputed amount(s) until the dispute is resolved, it being understood that the undisputed part of the invoice is still due.

6.12 Following the receipt of a valid dispute letter, Wyre shall investigate the dispute in good faith and respond to Wholesale Customer by registered letter within forty-five (45) calendar days as from Wholesale Customer's dispute letter, stating whether the dispute is considered valid in whole or in part and including a justification for such decision. If:

(a) Wyre considers the dispute to be valid, Wyre shall issue a credit note for the amount of which it is determined that it should not have been invoiced to Wholesale Customer, and, if Wholesale Customer already paid this amount, reimburse this amount to Wholesale Customer (increased by the default interest in accordance with Article 6.4) within thirty (30) days following Parties' agreement on the dispute;

(b) Wyre dismisses the dispute and Wholesale Customer accepts Wyre's decision, to the extent it is determined that a certain amount is still due, Wholesale Customer shall pay the amount concerned, increased by the default interest in accordance with Article 6.4 within thirty (30) days following Parties' agreement on the dispute; or

(c) Wyre dismisses the dispute and Wholesale Customer does not accept Wyre's decision, Wholesale Customer can escalate this dispute by registered letter to Wyre within forty-five (45) calendar days after Wyre's registered letter. In such case, each Party will designate a contact person at executive level for the further resolution of the dispute through good faith negotiations. Parties shall use their respective reasonable endeavours to solve the dispute within thirty (30) calendar days after Wholesale Customer's escalation. If Parties cannot agree upon a resolution of the dispute, the dispute may be submitted by either Party to the Dutch-speaking courts of Brussels.

7. SERVICE LEVEL AGREEMENT

7.1 The SLAs and related terms are described in Annex 3 (Service Level Agreement).

8. FTTX ROLL-OUT AND NETWORK UPDATE

8.1 The following planning mechanism with respect to the FTTx Roll-out applies:

(a) no later than the first Working Day of each calendar quarter, Wyre shall provide on a rolling basis the 3-Year Network Forecast, which shall contain the number of Connectable Premises in the intended FTTx Roll-out at the level of each Fiber Node Group; and

(b) no later than the first Working Day of each calendar month, Wyre shall provide on a rolling basis the 6-Month Network Forecast, which shall contain the number of Connectable Premises in the intended and realised FTTx Roll-out at the level of each Fiber Node Group. The detailed planning in the 6-Month Network Forecast will be provided based on the below template:

The 3-Year network Forecast and the 6-Month Network Forecast shall be provided following the acceptance of a compliant application as referred to in Article 14.3(b) and the signing of the Contract thereafter.

MRO Area	#HP	Status	HE/HUB	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
TOTAL				-	-	-	-	-	-
MRO_AALST_03	-		AALS						
MRO_AALST_04	-		AALS						
MRO_AALST_05	-		AALS						
MRO_AALTER_01	-		EEKL						
MRO_ALKEN_01	-		HASS						
MRO_ANDERLECHT_06	-		SCHA						
MRO_ANDERLECHT_08	-		SCHA						
MRO_ANTWCENTRUM_06	-		HOBO						

8.2 The 3-Year Network Forecast and the 6-Month Network Forecast shall be (i) the same for, and provided simultaneously to, all Wholesale Customers bound by a Contract, and (ii) drawn up in good faith on the basis of Wyre's best and most recent knowledge regarding the progress and planning of the FTTx Roll-out, it being understood that the actual number of addresses subject to deployment in the forecasts may differ up or down.

8.3 Wyre may consider the input of Wholesale Customer when deciding on the abovementioned plannings.

9. OBLIGATIONS OF WHOLESALE CUSTOMER

9.1 Wholesale Customer shall use the Wholesale Services in accordance with generally accepted industry standards and practices of good professional workmanship, using all necessary care and skill and

relying on personnel properly trained and qualified to undertake such tasks and using equipment and materials fit and suitable for the purpose. Wholesale Customer shall comply with reasonable Wyre's guidelines aimed at ensuring the good functioning of the Wyre Network (as Wyre may communicate to Wholesale Customer from time to time), including the guidelines set out in Annex 1 (Services and Specifications for FTTx Equipment).

9.2 Wholesale Customer shall only use technicians that comply with the technical and safety requirements set out in Annex 4 (Technicians Manual) for the connection of the CPE to the OL after the in-home installation of the OL by Wyre.

9.3 Wholesale Customer will need to represent and warrant that (i) it owns or has valid licenses to all relevant intellectual property rights (such as copyrights on content delivered to End Users and appropriate licenses for the use of certain equipment and/or software); (ii) that through Wholesale Customer's use of Wyre's Wholesale Services it will not infringe any third party's intellectual property rights; and Wholesale Customer shall defend, indemnify, and hold Wyre harmless from and against any claims, damages, costs and expenses (including reasonable attorney's fees) arising from or relating to any actual or alleged infringement of third party intellectual property rights by the Wholesale Customer's use of Wyre's Wholesale Services.

10. FINANCIAL GUARANTEE

10.1 Wholesale Customer shall provide Wyre with an irrevocable and unconditional bank guarantee, upon the first written demand of Wyre, issued by a reputable bank or financial institution established in the EU with a rating not less than A1 (at Moody's) or A+ (at Standard & Poor's and/or Fitch), for a minimum period of three (3) calendar years and for an amount equal to the total amount due by Wholesale Customer for the Wholesale Services provided during three (3) Billing Months.

10.2 Every three (3) months, Wholesale Customer and Wyre will each have the right to request in writing an adaptation of the amount of the bank guarantee to the average of the amounts invoiced by Wyre for the Wholesale Services rendered during the three (3) Billing Months preceding the request for adaptation. Within ten (10) Working Days following such request, the Parties will take the necessary steps to complete the adaptation.

10.3 Upon expiry of the bank guarantee or after Wyre has invoked the bank guarantee, Wholesale Customer shall provide Wyre with a new bank guarantee that complies with the requirement in this Article 10, within five (5) Working Days of Wyre's written request thereto.

10.4 By way of exception, Wholesale Customer shall not have to provide the bank guarantee pursuant to Articles 10.1 and 10.2 if Wholesale Customer has sufficient creditworthiness as can only be evidenced by one or more of the following alternatives:

(a) Wholesale Customer has obtained a "B" rating or above for its debt (at Standard & Poor's and/or Fitch); and/or

(b) Wholesale Customer has obtained a "B2" rating or above for its debt (at Moody's).

11. FTTX DROP CABLE

11.1 The FTTx Drop Cable shall be owned by Wyre.

11.2 The installations and repairs of the FTTx Drop Cables shall be performed by Wyre. Wyre shall perform these installations and repairs with a dedicated technical team without branding referring to any of the Wholesale Customers (including self-supply), taking into account the obligations regarding information barriers set out in Article 12.

11.3 Wholesale Customer shall have the right to charge a compensation to Wyre to the extent its visits are related to (i) an inadequate installation or repair of the FTTx Drop Cable by Wyre or its Contractors (i.e. the initial installation of the drop cable was not performed to the necessary standards or specifications, preventing the Wholesale Customer from proceeding with their own installation tasks, requiring the Wholesale Customer to rebook an appointment with Wyre or its Contractors to rectify the issues and finalize the installation), (ii) a defect in the design or manufacture of the FTTx Drop Cable, or (iii) natural degradation/causes (without prejudice to Wyre's right to invoke a Force Majeure Event).

11.4 Wholesale Customer shall ensure, for the benefit of Wyre, in its relationship with the Wholesale Customer End Users, that the ownership of the FTTx Drop Cable remains with Wyre; and ensure that the Wholesale Customer End Users allow the installation of the FTTx Drop Cable and provide access to this FTTx Drop Cable to Wyre, where required (e.g. for repair), and, without prejudice to the generality of the above, Wholesale Customer shall reflect (and ensure that its Reseller Customers shall reflect) the above in its contracts with the Wholesale Customer End Users.

11.5 Wyre shall have the right to charge to Wholesale Customer a compensation pursuant to Annex 3 to the extent the visits result from (i) Wholesale Customer End Users not allowing the installation of the FTTx Drop Cable (where such installation was requested), or (ii) Wholesale Customer End Users not at home or otherwise not providing access to this FTTx Drop Cable, where required (e.g. for repair).

11.6 If there is any damage or breakage to the FTTx Drop Cable:

(a) Wyre shall be relieved from its obligations to supply the Wholesale Services to the Wholesale Customer End Users' Living Units with the damaged or broken FTTx Drop Cable and any non-performance in the provision of Wholesale Services for these Wholesale Customer End Users' Living Units is excluded from the calculation of KPIs/SLAs vis-à-vis Wholesale Customer, until the FTTx Drop Cable is repaired;

(b) the foregoing shall not apply:

i. where the damage or breakage was caused by (i) Wyre or its Contractors, (ii) any defect in the design or manufacture of the FTTx Drop Cable, or (iii) natural degradation/causes (without prejudice to Wyre's right to invoke force majeure);

ii. to Wyre's obligation to repair the FTTx Drop Cable (meaning the KPIs/SLAs related to such repair shall remain applicable); and

(c) Except in the cases referred to in Article 2.4(e)(l)i, Wholesale Customer acknowledges and agrees that Wyre shall be entitled to claim and obtain full compensation for any damage or breakage to the FTTx Drop Cable directly from the person that caused the damage, regardless of whether such damage was caused by the Wholesale Customer End User or by any other person and regardless where this happens

12. INFORMATION BARRIERS AND ANTITRUST COMPLIANCE

12.1 Wyre will, at its own cost, 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.

12.2 Wyre also ensures that it will require all of 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.

13. NON-DISCRIMINATION

12.1 Wyre's Reference Offer concerns passive (physical) access to an open "point to point" FTTx network (the Wyre Network) in certain areas in the Flanders region of Belgium (i.e., within the Wyre Geographies) on a non-exclusive and non-discriminatory basis, both from a financial and a non-financial perspective. Accordingly, the terms of the Reference Offer will at all times apply equally to all Wholesale Customers in the Wyre Geographies. In particular, for the avoidance of doubt, the effective (i) Charges, (ii) compensations and (iii) penalties ((ii) and (iii) under the SLAs) applied by Wyre in the Wyre Geographies will at all times be the same for all Wholesale Customers (including Wyre and any of its Affiliates) in the FTTx Cooperation Area.

14. ONBOARDING, REVIEW MECHANISM AND FORCE MAJEURE

Application

14.1 The first step towards concluding a Contract is the Application. With the Application, the Applicant must submit a written request to Wyre to gain access to the Wholesale Services. This request must include at least the following documentation:

(a) a reference to this Reference Offer in order to ensure that the Application is an Application for the services under this Reference Offer;

(b) the legal information regarding the Applicant.

(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 Wyre Geographies;

(d) one or more contact persons of the Applicant with their coordinates;

(e) an estimate of the expected volumes during the first year. This information must be provided in accordance with the conditions for forecasts described in Article 4 (Wholesale Customer Forecast).

The complete list of conditions that an Applicant must meet is shown in Annex 5 (Valid Request Framework).

14.2 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.

Operational Alignment Procedure

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

(e) the Application is non-compliant with the above conditions of this Reference Offer. In this case, Wyre will inform the Applicant in writing of the factors that make the Application non-compliant. The Applicant can then submit a revised Application that addresses these factors; or

(f) the Application is considered to be compliant with the above conditions. The intention is to enter into a Contract within thirteen (13) calendar days after confirming the admissibility of an Application.

14.4 Upon concluding the Contract, Wholesale Customer pays the Charges shown in Annex 2 (Pricing).

Implementation and Testing Phase

14.5 Concluding the Contract is a necessary condition to start the "Implementation and Testing Phase". In the Implementation and Testing Phase, Wyre and Wholesale Customer agree on a Project Plan containing a detailed step-by-step plan that Wyre and Wholesale Customer go through, where all necessary technical infrastructure, procedures, and interfaces are installed, implemented, certified, and tested, which are required to confirm the technical compliance necessary to provide the Wholesale Services to Wholesale Customer. This also includes compliance with the manual by technicians who perform installation, maintenance, and other tasks on behalf of Wholesale Customer in accordance with Annex 4 (Technicians Manual).

14.6 At a high level, the different steps of the Implementation and Testing Phase are set out in the Project Plan as follows:

(a) **Scope definition**: Wholesale Customer and Wyre agree on amongst others scope, functionalities, point of contacts, roles & responsibilities, timeline and key milestones;

(b) **Implementation**: Wholesale Customer and Wyre delivers the functionalities as defined in the scope definition;

(c) **Testing Plan Alignment**: Wholesale Customer and Wyre agree on amongst others environment, timeline and key milestones of testing;

(d) **Test Book Identification & Review**: Wholesale Customer identifies test book; Wyre reviews;

(e) **Test Environment Access**: Wholesale Customer gains access (based on parameters agreed at the beginning of the project);

(f) **Test Data Provisioning**: limited to reasonable amount of test cases (based on test book);

(g) **Test Execution & Defect Management**: testing, and reporting & tracking of defects. The follow-up of the testing progress and results is usually organized via weekly or bi-weekly calls; and

End-User Acceptance Testing Closure: final Go/No-Go decision by both parties (both parties mutually agree that there are no remaining blocking scenarios).

The duration of the abovementioned steps (a) through (h) of the Implementation and Testing Phase is estimated to be nine (9) months.

14.7 Successfully completing the Implementation and Testing Phase is a necessary condition for declaring the Contract operational and for Wholesale Customer to be able to place Orders.

Review Mechanism

14.8 As Wyre is still in full deployment mode, this Reference Offer is subject to changes based on new insights and evolutions. If, as a result of service introductions, adjustments to the service, or process adjustments which will be announced in accordance with Applicable Law, this Reference Offer is no longer fully or partially up-to-date, any necessary adjustments shall be incorporated into a new version,

which automatically replaces the older version. Any modification shall be done in line with the commitments set out in the BCA Decision.

Force Majeure

14.9 Neither Wyre nor Wholesale Customer shall be liable for any delay or failure to perform its obligations under this Reference Offer and the contract for the provision of Wholesale Services, to the extent that such delay or failure arises from a Force Majeure Event, other than payment of the Charges that were already due in respect of the provision of services prior to the occurrence of the Force Majeure Event, and the impact of the Force Majeure Event cannot be mitigated with reasonable measures.

14.10 The obligations under this Reference Offer of the Party claiming a Force Majeure Event shall be suspended for so long as the Force Majeure Event continues and to the extent that it is so prevented, hindered or delayed.

14.11 The Party claiming a Force Majeure Event shall as soon as possible send to the other Party a notice of the occurrence of the Force Majeure Event. Such notice shall contain adequate evidence of the occurrence and estimated extent of the Force Majeure Event, as well as an estimate of the expected duration of the inability to perform its obligations towards the other Party. As soon as practicable after receipt of such notice, the Parties shall consult with each other in order to find an equitable solution to the problems and difficulties caused by the Force Majeure Event.

14.12 Either Party is entitled to terminate this Reference Offer and the contract for the provision of Wholesale Services, entirely or partially, with immediate effect and without any intervention of a court, by sending written notice to the other Party, if a Force Majeure Event (affecting the other Party) causes the suspension of the other Party's performance with respect to the Wholesale Services for more than three (3) consecutive months.

14.13 At the end of the Force Majeure Event, the Party initially affected by such Force Majeure Event shall promptly notify the other Party that the Force Majeure Event has ended and resume performance of its obligations.

ANNEX A: MODALITIES FOR THE PROVISION OF PASSIVE FTTP WHOLESALE SERVICES BY WYRE WITHIN THE FIBERKLAAR GEOGRAPHIES

So long as Wyre has a wholesale agreement in force with Fiberklaar for the purchase of passive FTTP wholesale services within the Fiberklaar Geographies, Wyre commits to offer passive FTTP wholesale services in the Fiberklaar Geographies based on the same terms as those set out in Wyre's present Reference Offer except for the following items, for which Wyre's offer shall instead be based on the terms of Fiberklaar's reference offer within the Fiberklaar Geographies as available at the time Wyre starts to provide the passive FTTP wholesale services to the wholesale customer concerned:

- Description of the wholesale services offered, and the specifications for FTTx equipment (for which Annex 1 of Fiberklaar's reference offer shall be applied)
- Pricing (for which Annex 2 of Fiberklaar's reference offer shall be applied, except for the following compensation and penalties where the fees in Wyre's present Reference Offer will be used in line with the service levels made available by Wyre. Accordingly, the following fees in Annex 2 of Fiberklaar's reference offer will not be applied:
    - Wrongful Repair Request
    - Useless Visit
    - Fee for late change/cancellation of appointment
    - Delayed Order
    - Appointment Not Kept
    - First Time Right Installation
    - Repair Resolution Timers (SLAs)
        - Basic SLA – without splicing
        - Basic SLA – with splicing
        - Enhanced SLA
        - Premium SLA
- Technicians manual (for which Annex 4 of Fiberklaar's reference offer shall be applied)
- Definitions, to the extent relevant to operationalise the application of Annexes 1, 2, and 4 of Fiberklaar's reference offer.

Any amendments made to Wyre's present Reference Offer as well as to the Fiberklaar's reference offer after Wyre starts to provide passive FTTP wholesale services to a particular wholesale customer shall be automatically applicable to the services provided by Wyre to that wholesale customer.

In case Wyre's wholesale agreement with Fiberklaar for the purchase of passive FTTP wholesale services within the Fiberklaar Geographies is terminated, Wyre shall be entitled to terminate the then-existing wholesale relationships for the provision of passive FTTP wholesale services in the Fiberklaar Geographies.

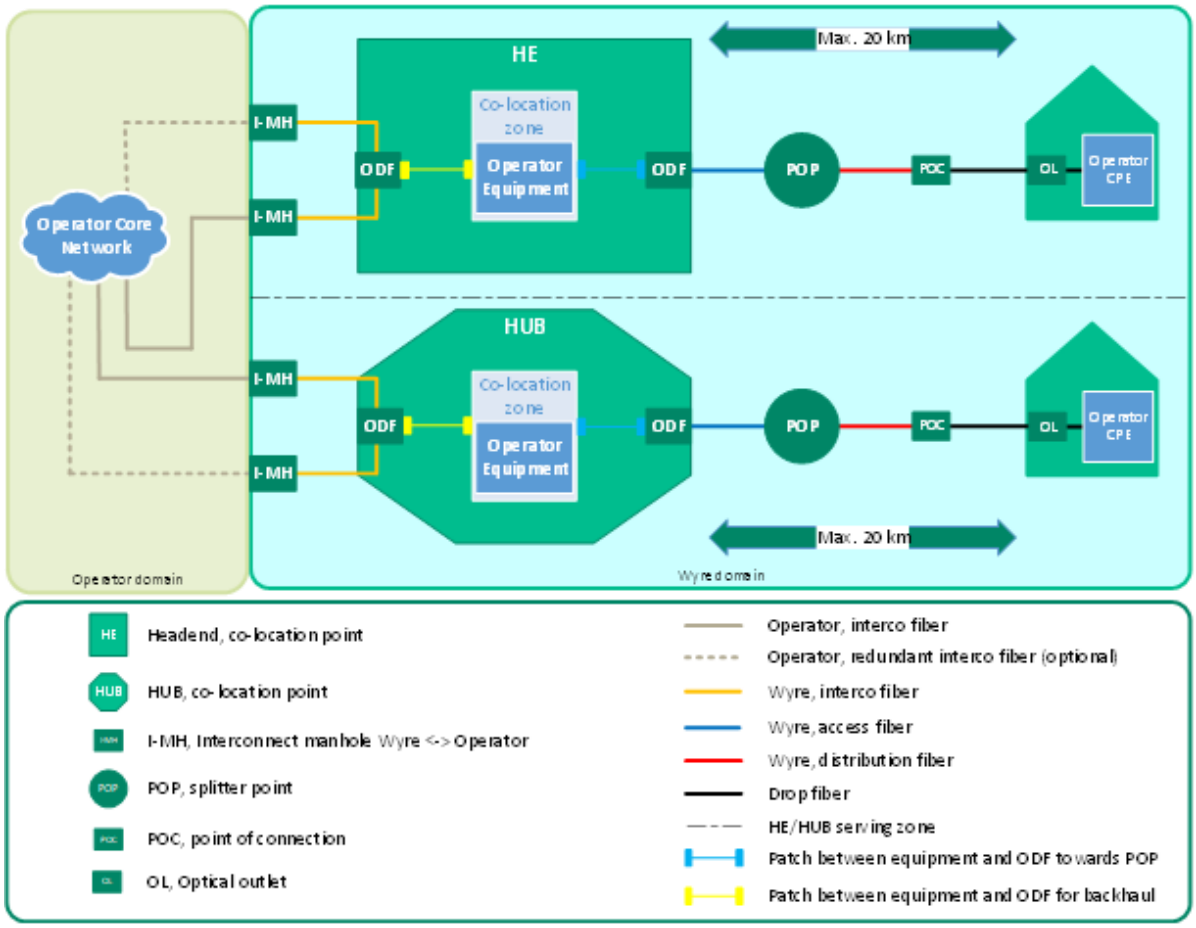
ANNEX 1: SERVICES AND SPECIFICATIONS FOR FTTX EQUIPMENT

1. INTRODUCTION

This document describes the Wyre Network in the Wyre Geographies and which parts are relevant for Wholesale Customer. The purpose of this document is to describe the elements of the Wyre Network, the separation between Wyre and Wholesale Customer domain and to provide all relevant technical information needed by wholesale customers for access to the Wyre Network in the Wyre Geographies.

2. WYRE NETWORK

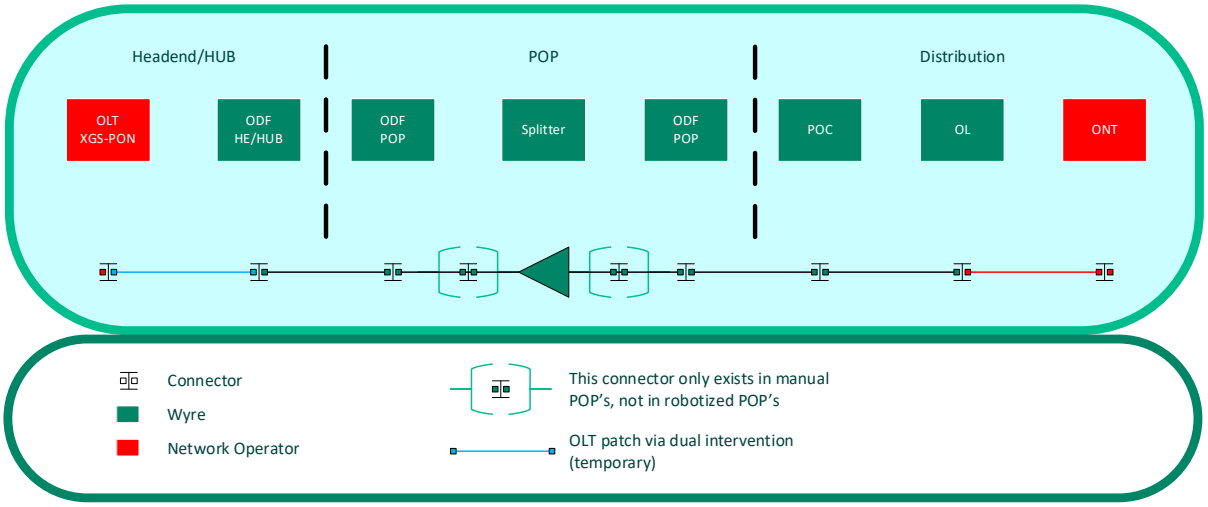
2.1 Wyre vs Wholesale Customer demarcation



2.2 Network characteristics

The Wyre Network that is being deployed has optical transmission characteristics compliant with ITU G.9807.1.

3. OPTICAL PATH REFERENCE



3.1 Link budget

Considering ITU-T Rec. G.9807.1 the minimum supported distance is twenty (20) kilometers.

By using Class N2 optics where the minimum optical TX power is +4 dBm, the minimum sensitivity at the BER reference level is -28dBm.

This is the case for both up- and down- stream direction of the optical link.

As a result, the **link budget using N2 optics is 32dB.**

3.2 Optical losses

3.2.1 Splitter

The major optical loss is in the optical splitter.
The loss for a 1x64 splitter is less than 22dB.
Splitters are provided by Wyre.

3.2.2 Splices & connectors

Although they have a much lower attenuation, the splices, connectors, etc… also need to be considered.
In total this is about 2dB.

3.2.3 Dispersion

A 1dB loss needs to be considered because of dispersion.

3.3 Total distance

Link budget – optical losses (splitter & connectivity) – dispersion loss = max fiber losses

32dB link budget – 22dB splitter loss – 2dB connections loss – 1dB dispersion loss = **7dB**
Considering a fiber attenuation of 0.35dB/km (US wavelength), this gives a maximum distance of: **7db/(0,35dB/km) = 20km**

3.4 Fiber Connector specifications

The connectors are all terminating single mode fibers. These products must utilize Grade B single mode 'un-tuned' Optical Fiber Connectors/Ferrules conforming to BS EN 61753-1:2007 "*Fiber Optic Interconnecting Devices and Passive Components Performance Standard, General and Guidance*" for Performance Standards.

3.4.1 Angled Ferrules

The physical parameters, i.e. end-face geometry etc., of the ferrule must conform to BS EN 61755- 3-2:2009 Optical interface 2.5mm and 1.25mm Diameter Cylindrical Full Zirconia Angled Ferrule Single mode.

3.4.2 Insertion loss (random mating performance)

Parameter	**Performance**
Maximum ≥ 97%	≤ 0.25dB
Mean	≤ 0.12dB

Table 01 – Connectors insertion loss

3.4.3 Return loss

Parameter	**Performance**
Return loss (RL)	≥ 55dB (unmated)
Return loss (RL)	≥ 60dB (mated)
Polished angle	8 degrees
Scratches ≤ 1μm in core zone	≤ 4 pcs

Table 02 – Connectors return loss

4. HEADEND

4.1 Description

A Headend is a larger building, climate controlled and has power backup.

It has a co-location zone where wholesale customers can install their equipment.

From a Headend there are direct connections to POP locations serving those areas where the End User distance is within twenty (20) kilometers from the headend.

An interconnect manhole is present where a wholesale customer's fiber can be spliced onto the Wyre fiber entering the headend towards the ODF.

4.2 Wholesale Customer equipment location

The equipment shall be installed in a "half rack".

Equipment installation shall be performed by skilled persons and under the supervision of Wholesale Customer.

4.3 Rack specification

A "half rack" is one part of a standard rack divided into two (2) equal parts. Headend racks have front and back access.

A standard rack consists of:

a. 47RU (standard is 47RU, in some locations racks with less than 47RU could be used because of building height constraints) 19" profiles (for M6 caged nuts) at front and back, labelled bottom-to-top
b. Internal basket tray style support to guide the power and earth cables
c. Spool cable organizer to handle a capacity of 200 FO cords size 2mm with a different spool positioning so both rack occupiers can roll up their overlengths on "their" halves of the spools
d. 2x PDU (Power Distribution Unit)

4.4 Power connections

A 3RU PDU is mounted in each half rack containing:

a. Non redundant AC circuit 10A installed on its own differential circuit breaker and presented on one outlet in the PDU
b. Two redundantly routed -48Vdc circuits 50A installed on their own differential circuit breakers, with a value corresponding to the demanded power, and presented on a connection distribution block in the PDU
c. Individual earth wire from the PDU's earth point till the main earth bar

The (redundant) power is protected with generator back-up. The generator has a 48h autonomy with sufficient fuel storage and is refuellable during use. UPS and battery backup are provided. Wholesale Customer can choose between DC 48 Volt (max 50A) and AC 230 Volt (max 10A).

All power back-up systems are individually maintained and checked on a routine basis. The service level can only be respected by Wyre for wholesale customers connected to A and B feeds, total power use within 70% of the breaker limits and power use within the power budget of the agreement.

Wholesale Customer installs the power cabling between PDU and the Wholesale Customer equipment.
ALL indoor installed cables must be at least compliant to Cca-s1d2a1 or better.

4.5 Fiber connectivity towards the Headend ODF

The yellow "PVC" fiber raceway shall be used for routing of FO connection cords towards the Headend ODF.

The Fiber patch cables must be single mode fiber, minimum G657A1. On ODF side LC/APC 8° connectors. (exceptionally SC/APC 9° could still be possible in small occasions)

An FHT (From How To) file will be used to make the right connections on both Wyre and Wholesale Customer side.

4.6 Materials to be foreseen by Wholesale Customer

- Mounting and installation materials needed to properly install the equipment into the rack according to the equipment manufacturer's specification, e.g.: cage nuts, screws, support rails, …
- Power cabling between equipment and PDU
- Fuses for distribution of DC power from the PDU DC connection block towards the Wholesale Customer's equipment

4.7 Monitoring

Headends are monitored for various parameters:

- Access
- Camera surveillance
- Water
- Temperature (between 17°c and 32°C)

- Humidity (between 50% and 70%)
- Smoke
- Fire

4.8 Safety

Headends have a FIRST-AID kit and automatic fire extinguishing.

5. HUB

5.1 Description

A HUB is a local aggregation point for POP locations serving those areas where the End User distance is within twenty (20) kilometers from the HUB.

It consists of a small container/building where a wholesale customer can install their equipment.

An interconnect manhole is present where Wholesale Customer's fiber can be spliced onto the Wyre fiber entering the Headend towards the ODF.

It is climate controlled and has power back-up.

5.2 Wholesale Customer equipment location

The equipment shall be installed in a "half rack".

Equipment installation shall be performed by skilled persons and under the supervision of Wholesale Customer.

5.3 Rack specification

A "half rack" is one part of a standard rack divided into 2 equal parts, front access only, back against wall. HUB racks are 80x60 (wxd) and have front access only.

A standard rack consists of:

a. 47RU 19" profiles (for M6 caged nuts) at front and back, labelled bottom-to-top
b. Internal basket tray style support to guide the power and earth cables
c. Spool cable organizer to handle a capacity of 200 FO cords size 2mm with a different spool positioning so both rack occupiers can roll up their overlengths on "their" halves of the spools
d. 2x PDU (Power Distribution Unit)

5.4 Power connections

A 3RU PDU is mounted in each half rack containing:

d. Non redundant AC circuit 10A installed on its own differential circuit breaker and presented on one outlet in the PDU
e. Two redundantly routed -48Vdc circuits 50A installed on their own differential circuit breakers, with a value corresponding to the demanded power, and presented on a connection distribution block in the PDU
f. Individual earth wire from the PDU's earth point till the main earth bar

All Power circuits on UPS with minimum 2h backup.

Wholesale Customer installs the power cabling between PDU and the Wholesale Customer equipment.
ALL indoor installed cables must be at least compliant to Cca-s1d2a1 or better.

5.5 Fiber connectivity towards the HUB ODF

The yellow "PVC" fiber raceway shall be used for routing of FO connection cords towards the HUB ODF.

The Fiber patch cables must be single mode fiber, minimum G657A1. On ODF side LC/APC 8° connectors.

An FHT (From How To) file will be used to make the right connections on both Wyre and Wholesale Customer side.

5.6 Materials to be foreseen by Wholesale Customer

- Mounting and installation materials needed to properly install the equipment into the rack according to the equipment manufacturer's specification, e.g.: cage nuts, screws, support rails, …
- Power cabling between equipment and PDU
- Circuit breakers for distribution of DC power from the PDU DC connection block towards the Wholesale Customer's equipment

5.7 Monitoring

HUBs are monitored for various parameters:

- Access
- Camera surveillance
- Water
- Temperature (between 17°c and 32°C)
- Humidity (between 50% and 70%)
- Smoke
- Fire

5.8 Safety

A FIRST-AID kit and fire extinguisher are available.

6. POP

6.1 Description

A POP is the location where splitting is done towards the End User. A POP has a direct fiber connection for up to one thousand (1,000) End Users.

Splitters are provided by Wyre.

It consists of a street cabinet with either a manual or robotized patching functionality.

7. POC

7.1 Description

A POC is the point of connection where the FTTx Drop Cable of an End User is connected to the Wyre Network. Connectors inside a POC are SC/APC 8° grade B.

8. OL

8.1 Description

The Optical Outlet (OL) is the point of connection to the Wyre Network inside the End User's Living Unit. Wholesale customers connect their CPE to the FTTx Drop Cable connected to the Wyre Network, through the OL.

The OL placement depends on whether there is a Network Interface Unit (NIU) present at the End User's Living Unit:

if there is an NIU present at the Living Unit, the OL shall be placed:
(i) preferably at the location of the NIU (or as close as possible); and
(ii) at another location, but only on request of the End User and provided that (i) such placement is less complex than the placement at the NIU's location;

if there is no NIU present at the Living Unit, the OL shall be placed
(i) preferably in the technical room ("*technische ruimte*"); and
(ii) at another location as close as possible to the entry point (in any event less than ten (10) meter and in the first room where the cable enters the Living Unit), but only after alignment with the End User.

A power outlet must be available in the immediate vicinity of the ONT that is to be connected to the OL

Connectivity and ports
Connectors on an OL are SC/APC 8° grade B. Only one FTTx Drop Cable is foreseen, connected to the most right output connector on the OL.

Durability and security
The OL is durable and secure, with a protective casing made of high-quality materials. The OL shall have a locking mechanism to prevent unauthorized access to the internal passive components.

Eye safety
The OL shall respect standard IEC 60825-2. In accordance with this standard, if the hazard level is higher than 1, a warning sign is recommended to be shown. Hazard level 1 corresponds to an optical power of 10mW or less at 1550nm.
The OL shall include safety measures such as a light shielding shutter that prevents the laser beam from leaking in the absence of an optical connector.

Compliance and certification

The OL shall comply with all relevant regulatory standards and certifications including safety and environmental standards. The OL shall follow ITU (International Telecommunication Union) and RoHS (Restriction of Hazardous Substances) requirements.

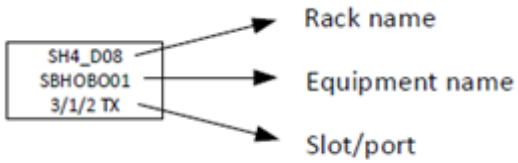
9. LABELING

9.1 Fiber

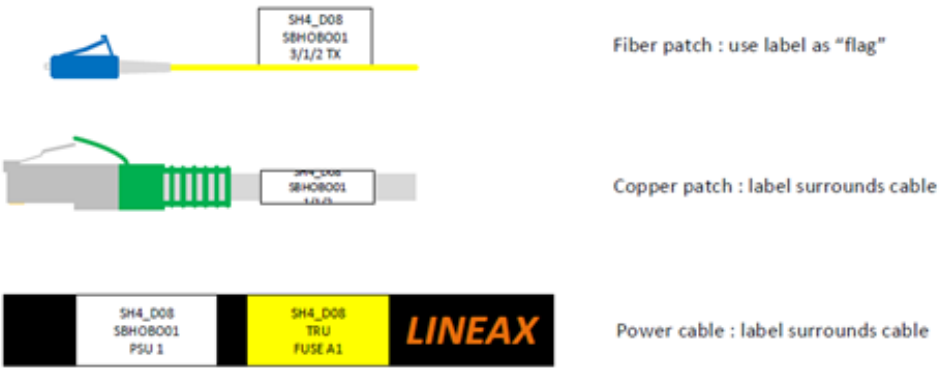
All cabling is marked with Brady Labels.
Item code: PTL-31-427-YL and PTL-31-427-WH, or mixed LAB-PTL-31-427-YL_WH.

Every cable should have 4 labels, a white and yellow label on each side of the cable.
White label: this end connects to…
Yellow label: other end connects to…

Label contents

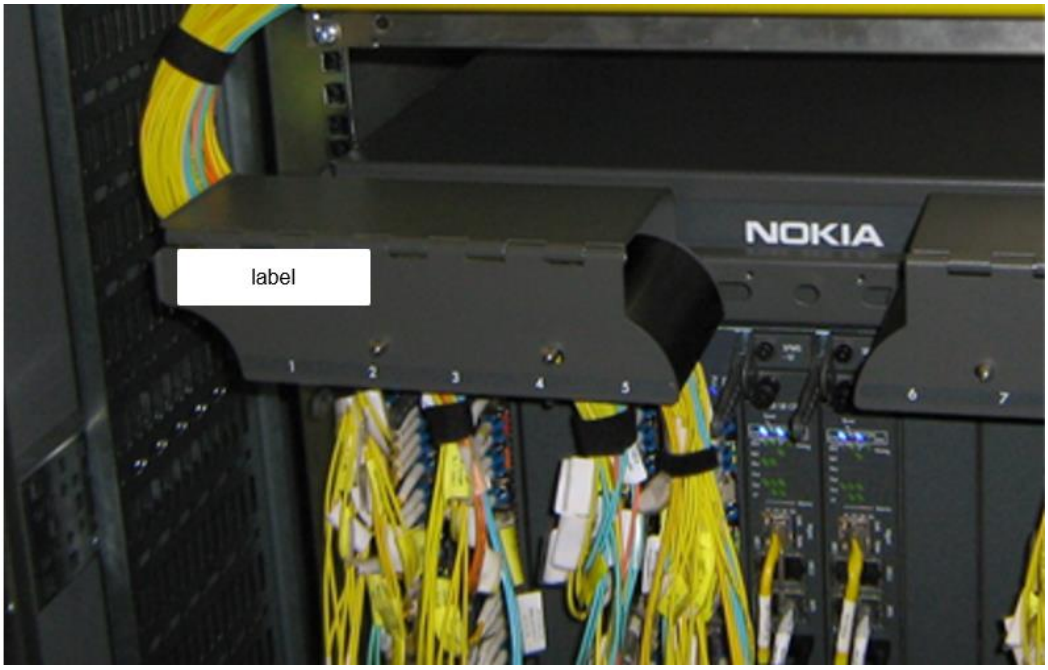


Label use



9.2 Equipment

Equipment name is clearly visible on the front. The equipment labels are white, 13mm.
Item code: LAB-PTL-8-423



10. EXHIBITS

Exhibit 1: rack layout

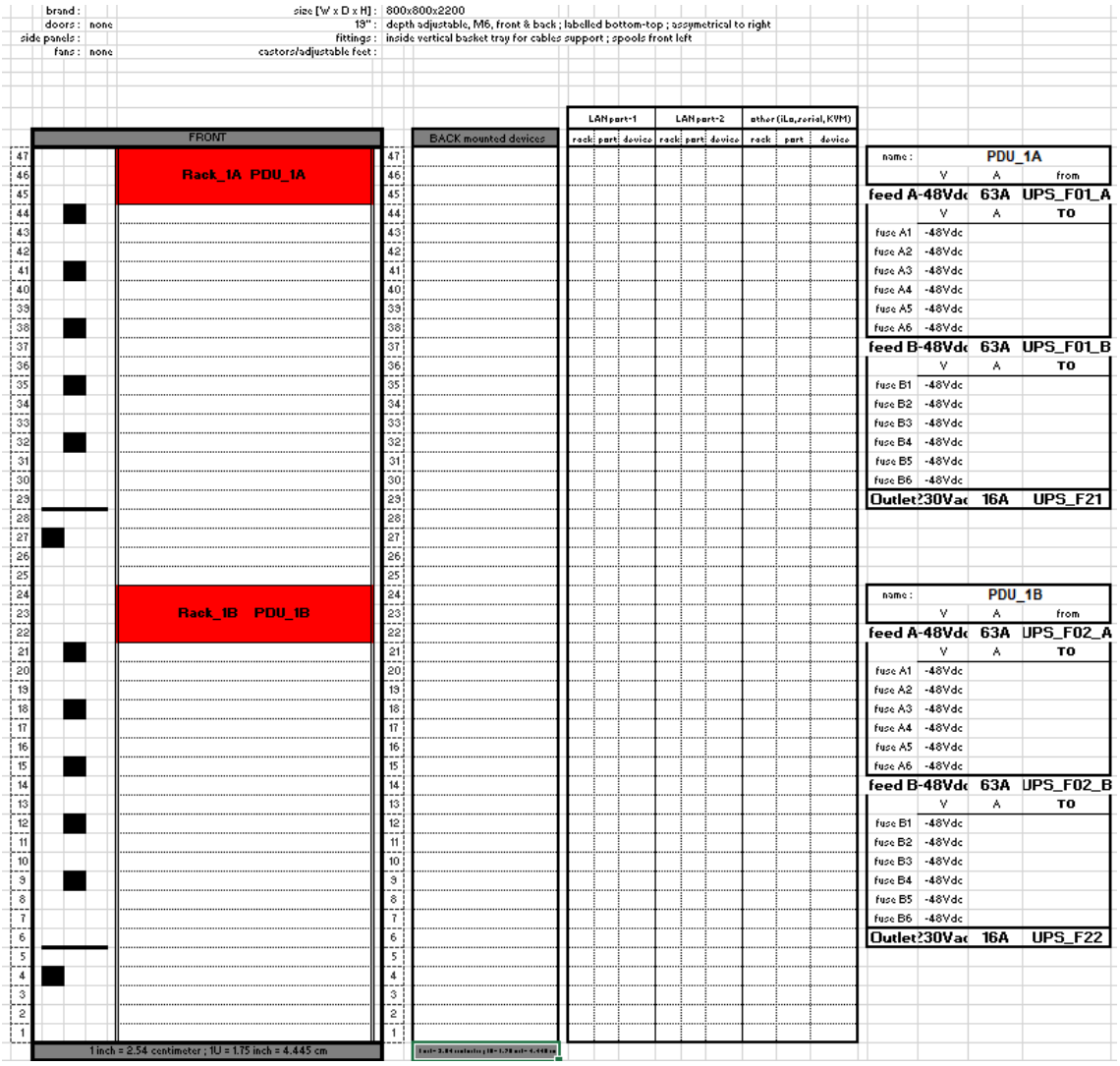
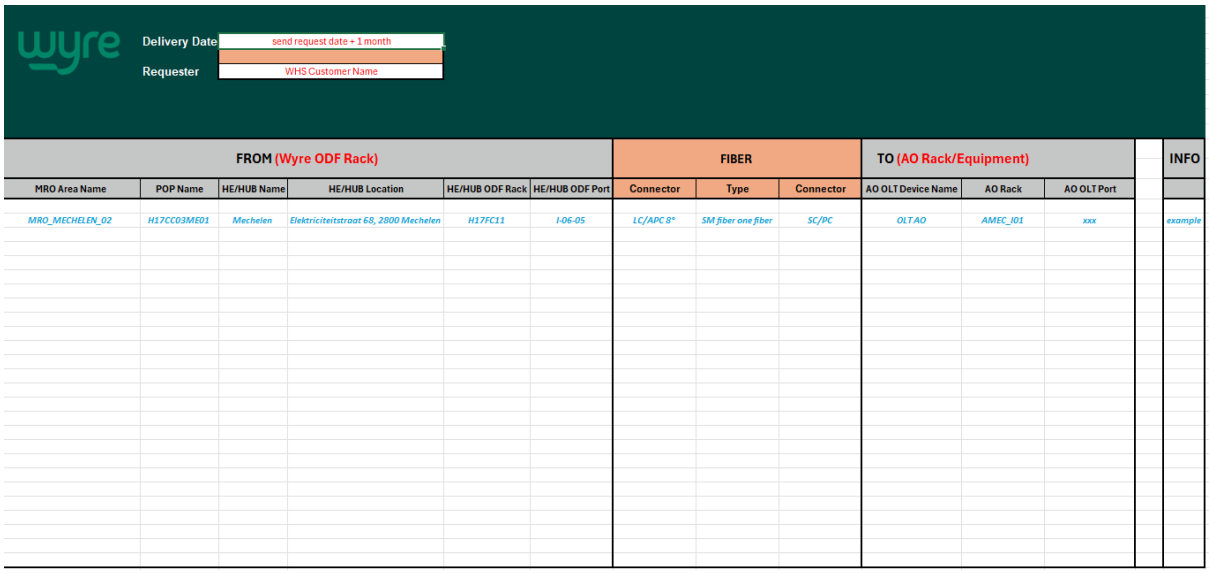


Exhibit 2: FHT



Delivery Date: send request date + 1 month

Requester: WHS Customer Name

FROM (Wyre ODF Rack)						FIBER			TO (AO Rack/Equipment)			INFO
MRO Area Name	POP Name	HE/HUB Name	HE/HUB Location	HE/HUB ODF Rack	HE/HUB ODF Port	Connector	Type	Connector	AO OLT Device Name	AO Rack	AO OLT Port	
MRO_MECHELEN_02	H17CC03ME01	Mechelen	Elektriciteitstraat 68, 2800 Mechelen	H17FC11	I-06-05	LC/APC 8°	SM fiber one fiber	SC/PC	OLT AO	AMEC_I01	xxx	example

Exhibit 3: Abbreviations

AC	Alternating Current
BER	Bit Error Rate
BMS	Building Management System
CIN	Converged Interconnect Network
DB7	Direct Buried 7 fiber micro ducts
dB	Decibel
dBm	Decibel-milliwatts
DC	Direct Current
FHT	From How To
FO	Fiber Optic
HE	Headend
HUB	Network concentration point for equipment location
HVAC	Heating Ventilation Air Conditioning
LC/APC	Lucent Connector/Angled Physical Contact
MDB	Main Distribution Board
NIU	Network Interface Unit for HFC network
ODF	Optical Distribution Frame
OL	Optical Outlet
OLT	Optical Line Terminal
ONT	Optical Network Terminal
PDU	Power Distribution Unit
POC	Point Of Connection
POP	Point Of Presence
PVC	Poly Vinyl Chloride
SC/APC	End User Connector/Angled Physical Contact
TX	Transmitter
UPS	Uninterruptable Power Supply
US	Upstream

ANNEX 2: PRICING

1) Recurring Charges

The following Recurring Charges shall apply (for the year 2025):

- **For Passive FTTx Access and Passive FTTx (Standard and Non-Standard) Drop Cable Rental (collectively)**:

  Monthly recurring charge: 20.38 €/active FTTx line/month

- **Passive FTTx Co-location**

  (Redundant) power per month:

(Redundant) power per month (including cooling)	Euro
48 V (DC) per ampère	16.95 €
230 V (AC) per ampère	74.77 €

  Rack per month:

Rack recurrent per month	Euro
HE operator half rack (22U)	458.55 €
HUB operator half rack (22U)	305.70 €
HUB supporting ¼ rack for active equipment (25A max)	211.41 €
HE additional rackspace per 22U	458.55 €
HUB additional rackspace per 22U	305.70 €

The Recurring Charges in this Annex are exclusive of VAT and will be the same across the Wyre Geographies.

The start of the billing shall be the earlier of (i) the activation of the CPE device by Wholesale Customer or (ii) eleven (11) days after the activation of the line by Wyre, as confirmed via the API.

The end of the billing shall be the request to stop service by Wholesale Customer.

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

2) Non-Recurring Charges

The following Non-Recurring Charges shall apply (for the year 2025). The Non-Recurring Charges in this Annex are exclusive of VAT and will be the same across the Wyre Geographies.

1. Activation / deactivation line

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

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

NRC	**Price**
Activation fee new Wholesale Customer End User line	2.17 €
Deactivation fee Wholesale Customer End User line	0.30 €
Activation fee migration Wholesale Customer End User	2.17 €
Deactivation fee migration Wholesale Customer End User	0.30 €

2. Repair interventions

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

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

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

NRC	**Price**
Wrongful request	94.15 €
Repair (damage to the OL)	167.70 €
OL Move	167.70 €

3. Change or cancellation of appointment

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

NRC	**Price**
Administrative fee for change appointment	The missed appointments fee as indicated in Section 1.4 below
Administrative fee for cancel appointment	The missed appointments fee as indicated in Section 1.4 below

4. Missed appointments (Useless Visit)

NRC	**Price**
Missed appointment (Useless Visit)	40.35 €

5. Deinstallation

NRC	Price
Deinstallation	0.00 €

6. Non-Standard FTTx Drop Cable

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

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

- for underground connections: €30.57 per meter; and
- for aerial connections: €132.47 per fifty (50) meters.

In case of a request for the FTTx Drop Cable termination in the in-house set-up at another location than the NIU (Network Interface Unit) or the technical room, Wyre will provide an additional quote, it being understood that for underground connections, i) Non-Standard Drop Cables with a length between fifteen (15) and twenty-five (25) meters (meters as from the building line ("*rooilijn*") until the entry point of the habitable part of the Living Unit) will be invoiced at the prices indicated above for underground connections without the need for quotation and the need for prior approval of the Wholesale Customer, and ii) Non-Standard Drop Cables with a length above twenty (25) meters (meters as from the building line ("*rooilijn*") until the entry point of the habitable part of the Living Unit) will be invoiced subject to a quotation and the prior approval of the Wholesale Customer.

7. Co-location

1) Installation fees

Item	Euro
Rackspace half rack (22U)	1,834.20 €
Power installation	2,038 €
(HE only) Pre-cabling patch panel towards splitters	1,834.20 €
(HE only) Security and household costs	1,528.50€

2) One-off changes

Item	Euro
Rackspace half rack (22U)	1,834.20 €
Power upgrade installation	2,038 €
Additional pre-cabling to the patch panel towards splitters	0 €

3) Price adjustment

All Charges as set out in this Reference Offer will be increased (compounded annually) by a fixed escalator of 1.9% applicable as of the beginning of 2026, to reflect the evolution of various cost components of Wyre with respect to the provision of Wholesale Services.

Each such adjustment will be automatically incorporated in this Reference Offer and the Contract.

ANNEX 3: SERVICE LEVEL AGREEMENT

1. GENERAL

(i) For the Wholesale Services provided under the Reference Offer 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.

(ii) The purpose of this Annex 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 Annex:

a. "**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.

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

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

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

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

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

g. "**Complex Installation**": for the purposes of SLAs related to fulfilment processes, the installation of a Standard FTTx Drop Cable for (i) an underground connection with GIS length up to fifteen (15) meters between the building line and the entry point of the habitable part of the Living Unit or (ii) for an aerial connection with GIS length up to fifty (50) meters between the building line and the entry point of the habitable part of the Living Unit.

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

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

j. "**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.

k. "**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:

a) the Wholesale Customer End User moves the appointment;
b) the Wholesale Customer End User is absent;
c) the Wholesale Customer End User refuses the execution of the intervention;
d) the Wholesale Customer End User has not finished the preparatory work;
e) the Wholesale Customer End User cancels the scheduled intervention; and
f) 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.

l. "**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).

m. "**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 under the responsibility of the other Party.

n. "**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).

2. SERVICE LEVEL AGREEMENTS ("SLAS")

(i) 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 Annex 3, Wyre will execute these Orders at its best effort (without prejudice to any compensations or penalties due in accordance with this Annex). The Wholesale Customer can request a justification from Wyre in case of delays.

(ii) Certain SLAs (as specified further 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.

(iii) 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 Annex and shall in any event be provided on a best effort basis.

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

(v) The "Network Modification" SLAs related to Fulfilment processes are dependent on the forecast provided by Wholesale Customer pursuant to Article 4 (Wholesale Customer Forecast). For these SLAs, in case of forecast overrun pursuant to Article 4 (Wholesale Customer Forecast), 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.

(vi) 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.

(vii) Wyre will provide reporting on the SLAs on a monthly basis to the Wholesale Customer and to the Regulator, including the measuring points to allow Wholesale Customer to verify the calculations and compliance with the SLAs. These SLA reports are discussed during the monthly service meetings.

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

2.1 SLAs in relation to Fulfilment processes

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

(i) 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	five (5) Working Days following the creation of the Order
Provide customer solution design with pre-site visit	ten (10) Working Days following the creation of the Order

(ii) 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).

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

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

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

2.1.2 Order Handling

(i) 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 set up by Wyre, or, in case the address cannot be found in the database, through a manual ticket process.

(ii) 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

2.1.3 Service Configuration and Activation

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

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

2.1.4 Party Order handling

(i) 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 Order, different timers apply.

(a) **Network modification for activation of a Wholesale Service – patch (fiber) intervention**

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

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

(b) **Network modification – FTTx Drop Cable connection**

(i) 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 FTTx Drop Cable connection Order if at least one slot within the defined timers or with respect to the Wish Date, whichever is the latest, is proposed for that Order.

(ii) 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.

(iii) 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.

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

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

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

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

(vii) Wyre shall charge a flat fee covering the travel time and execution of the work on site required to relocate or remove the OL. An OL Move request can be forwarded to Wyre. If the cost exceeds the flat fee mentioned herein, the Wholesale Customer will first receive a quotation from Wyre. The OL Move will only be carried out after approval of the quotation by Wholesale Customer, unless otherwise agreed on.

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

(c) **Network intervention – Urgent intervention**

(i) 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 the 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

(ii) 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".

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

2.2 SLAs in relation to Assurance processes

2.2.1 Party Problem Handling (Wyre)

(i) 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.

(ii) 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

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

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

(b) Simple Service Restoration for End Users

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

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

(ii) 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

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

2.2.2 Incident Management

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.

i. Incident diagnosis and resolution

(i) 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.

(ii) 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

(iii) 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

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

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

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

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

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

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

2.2.3 Service Quality Management

Within the Service Quality Management process certain specific SLAs have been defined, intended to measure the quality of the Wyre services delivered to wholesale customer and its End Users.

2.3 **Fulfilment related Service Quality Guarantees**

2.3.1 Install executed

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

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

2.3.2 Install First Time Right - Intervention

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

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

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

a) Orders that are not "Install First Time Right Intervention" but they are caused by reasons outside of Wyre's responsibility;

b) Orders not submitted through the API.

2.4 Assurance related Service Quality Guarantees

2.4.1 Repair executed

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 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 Orders requiring a visit of a Wyre technician are taken into account. The below SLAs and timers are subject to a learning curve of one (1) year.

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

2.4.2 Repair First Time Right - Intervention

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

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

(ii) 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.

2.5 IT-applications related Service Quality Guarantees

Application performance (Wyre scope)

(i) 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.

(ii) 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 five (5) seconds
		99% within thirty (30) seconds

Application availability (Wyre scope)

(i) 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.

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

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

2.6 **Wyre Network related Service Quality Guarantees**

Wyre Network availability (Wyre scope)

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

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

• SLA	Timer
Network availability	99,9%

The Wyre Network Availability is applicable for a wholesale customer with a minimum of five thousand (5,000) Homes Served on the total Wyre Network.

Additional end-to-end Quality of Service SLAs

(i) 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.

(ii) The Parties will discuss in good faith the development of a quality of service measurement (based on the active equipment of the wholesale customer) that can be used in respect of the Passive FTTx Wholesale Services. These topics will first be discussed during the monthly service meetings.

2.7 Operational Support & Readiness Service Quality Guarantees

Change management notification

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

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

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

Data availability

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	three (3) Working Days
99% changes to the database	Five (5) Working Days

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

3. COMPENSATIONS & PENALTIES

(i) 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.

(ii) 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.

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

(iv) 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.

(v) The amounts for compensations and penalties in this Annex will be increased (compounded annually) by a fixed escalator of 1.9% applicable as from the beginning of 2026.

(vi) Each such adjustment will be automatically incorporated in this Reference Offer and the Contract.

(vii) 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.

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

3.1 Compensations in relation to Fulfilment processes

3.1.1. Service Configuration and Activation

In case of delay at Wyre-side for Orders beyond the SLA for the allocation of the network resources to the customer installation address, a compensation of EUR 1.12 per additional Working Day of delay is due, as per Article 2.1.3.

3.1.2. Party Order Handling

In case of delay at Wyre-side for orders for changing of the patches or performing on Standard FTTx Drop Cable connections, a compensation of EUR 1.12 per additional Working Day of delay is due, as per Article 2.1.4.

3.1.3. Service Quality Management

(i) 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 Article 2.3.1. Per Order that falls outside of the SLA, a compensation of EUR 40.35 is due by Wyre.

(ii) 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 Article 2.3.2. 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.

3.2 Compensations in relation to Assurance processes

3.2.1. Party Problem Handling

(i) 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 Article 2.2.1(a).

(ii) 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 Article 2.2.12.2(b).

(iii) In case of a delay in the execution of an Order by Wyre for a Wholesale Customer End User for which an 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 Article 2.2.12.2(b).

3.2.2. Incident Management

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

Compensation critical incident = Share of diagnosis hours beyond SLA timeframe on total hours per month x number of impacted Wholesale Customer End Users x average monthly fee per customer (EUR 20.38 for 2025).

(ii) 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 four (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 Recurring Charges for Passive Access and Standard Drop Cable Rental. The compensation for critical IT incidents will be calculated as follows:

Compensation critical IT incident = Number of failed activation orders x compensation fee per order equal to a useless visit compensation (EUR 40.35)

3.3 Penalties in relation to Fulfilment and Assurance processes

3.3.1. Party Problem Handling

(i) 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.

(ii) Per Wrongful Repair a wrongful request penalty fee of EUR 94.15 is due by the responsible Party.

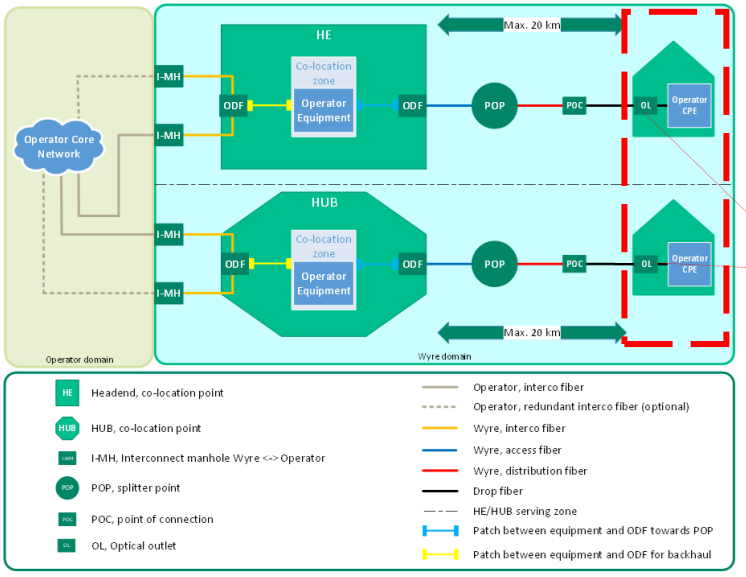
(iii) In case of late change/cancellation of the appointment, i.e. after mid-day the day before the appointment, a compensation will be charged in accordance with Annex 2.

ANNEX 4: TECHNICIANS MANUAL

FTTH

Technician – Single Visit

WYRE Network Topology



Scope of work area
Wholesale customer technician

WYRE optical outlet

Fiber connectors

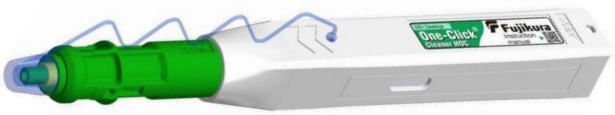
The connectors are all terminating single mode fibers. These products must utilize Grade B single mode 'un-tuned' Optical Fiber Connectors/Ferrules conforming to BS EN 61753-1:2007

The connector for the OL has to be of type SC/APC 8°

Fiber Connector Cleaning

CAUTION!! Never look directly into a Fiber connector! Keep a minimum distance of 30cm!

Before making a connection, the optical connectors always have to be cleaned.
This is done with a One Click Cleaner



This One Click cleaner is a pen shaped cleaner which, once clicked pulls a fine cleaning strip over the connector. You can clean about 500 connectors with one pen. After that, pen has to be replaced.

Fiber Connector Cleaning

Loose connector cleaning

- Flip up the protection cap on the cleaning pen
- Push the pen towards the connector until you hear a click. This starts the cleaning process. A second click will tell you when the cleaning process has been finished.
- Flip down the protection cap on the cleaning pen once you have finished

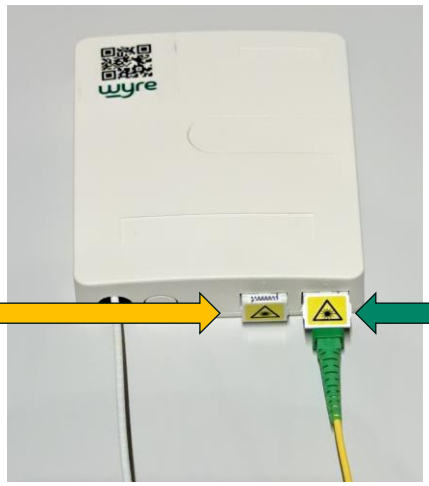
Port connection cleaning

- Remove the end cap on the cleaning pen completely.
- Push the pen towards the connector until you hear a click. This starts the cleaning process. A second click will tell you when the cleaning process has been finished.
- Put back the end cap on the cleaning pen once you have finished.

Inserting the connector to the OL

Once the connector and port connection point are cleaned, they can be inserted

If you insert the connector in the left port, the customer installation will not work



Always insert the connector in the right hand port!

ANNEX 5: VALID REQUEST FRAMEWORK

An entity may decide to submit a Letter of Intent to Wyre.

Valid Request
Wyre will only accept to consider entity's request conform the Reference Offer, and consider concluding a Contract if the following conditions are met by the entity concerned:

1. the entity or his authorized agent provides Wyre with official documents to identify himself as an operator in relation to the relevant regulation;
2. the entity or his authorized agent has fully provided prior written proof to Wyre of having acquired or conducting negotiations, and/or cleared all necessary intellectual property rights;
3. the entity has provided Wyre with a contact person for the execution of the relevant Wholesale Service;
4. the entity unconditionally confirms that it will fully fulfil all aspects of the Reference Offer, including all associated Annexes; and
5. the entity guarantees that it will comply with the test and implementation procedures mentioned in the Reference Offer.

Without prejudice to the above, Wyre may refuse to start the implementation of a Contract with an entity or reject to (continue to) provide one or more Wholesale Services in the following cases:

6. in an emergency situation (i.e., exceptional cases of force majeure), for the purpose of ensuring the safe operation of the Wyre Network;
7. following the entity's failure to observe obligations arising from the Reference Offer for the use of one or more Wholesale Services;
8. for the purpose of maintaining network integrity or the interoperability of the Wholesale Services or for any other technical reasons that must be specified and objectively justified;
9. the non-fulfilment of the financial obligations as set out in the Reference Offer; or
10. a breach of another existing contract with Wyre by Wholesale Customer.

In the event of a refusal, Wyre shall notify the entity of its decision and the grounds for the decision by registered mail.