



NBI Wholesale In-Home Products and Services

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BUILDING A LIMITLESS IRELAND

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Document Overview

Amendment Record

Revision No.	Changes	Author	Date
1.0	Published version	Product Management	November 2020

Terms & Definitions

Term	Definition
CPE	Customer Premises Equipment
DECC	Department of Environment, Climate and Communications
IA	Intervention Area
NBI	National Broadband Ireland
NBP	National Broadband Plan
NTU	Network Termination Unit
ONT	Optical Network Terminal
PoH	Point of Handover
RSP	Retail Service Provider
VUA	Virtual Unbundled Access
WSP	Wholesale Service Provider

Referenced Documentation

Ref. No. & Title
Wholesale Bitstream and VUA Reference Offer
Wholesale Bitstream and VUA Process Manual
Wholesale Bitstream and VUA Technical Manual

Contract Addendum to the Standard Access Agreement relating to Wholesale Bitstream and VUA Broadband Products in respect of In-Home Services

National Broadband Ireland

AND

[Service Provider]

This **CONTRACT ADDENDUM** is made on [date]

BETWEEN

(1) [], a company registered in Ireland with registration number [] and having its registered office at [Service Provider Address] (“Service Provider”);

and

(2) **NBI INFRASTRUCTURE DAC**, a company registered in Ireland with registration number 631656 and having its registered office at 3009 Lake View Drive, Citywest Business Campus, Dublin 24 (“NBI”),

(each of the Service Provider and NBI shall be referred to individually as a “Party” and together shall be referred to as the “Parties”).

BACKGROUND:

- A. NBI and the Service Provider entered into a Standard Access Agreement relating to Wholesale Bitstream and VUA Broadband Products dated [●] (the “**Standard Access Agreement relating to Wholesale Bitstream and VUA Broadband Products**” or “**Wholesale Bitstream and VUA Reference Offer**”) in respect of the provision by NBI of Products to the Service Provider in accordance with the terms thereof.
- B. [The Service Provider entered into a Supplemental Agreement dated [●] between (1) [●] (as RSP), (2) [●] (as WSP) and (3) National Broadband Ireland Infrastructure DAC (as NBI) whereby the WSP has agreed to provide the Products for resale to the RSP for onward sales of retail broadband services to End Users. The Supplemental Agreement supplements and is part of the Standard Access Agreement relating to Wholesale Bitstream and VUA Broadband Products.]¹
- C. The Service Provider wishes to avail of and order In-Home services on behalf of its end customer, in accordance with Schedule 1 Clause 1.6 (*In-Home Services*) of the Standard Access Agreement relating to Wholesale Bitstream and VUA Broadband Products, from NBI and the Parties acknowledge that this Contract Addendum is the “contract addendum” referred to in Schedule 1 Clause 1.6 (*In-Home Services*) of the Bitstream and Wholesale VUA Reference Offer.

¹ Include if a Supplemental Agreement has been entered into

In consideration of the mutual covenants and obligations contained in this Agreement, the Parties HEREBY AGREE AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 In this Agreement, terms defined in the Standard Access Agreement relating to Wholesale Bitstream and VUA Broadband Products shall have the same meaning when used in this Contract Addendum save where the context does not permit or where otherwise defined herein and the following terms shall have the following meaning:

“Agreement” or “Contract Addendum”	means the terms and conditions applicable to the provision of the Product as set out in this agreement (which may be updated by NBI from time to time).
“Birth Cert”	means the tests completed by NBI at the time of installation of a Bitstream or VUA connection to ensure the minimum performance specification has been achieved for the end user connection.
“Commencement Date”	means the date on which this Agreement is executed and delivered by the Parties, namely the date first written above.
“In-Home Service”	means the provisioning of services at a premise which provide optional features and capabilities in support of the published Bitstream and VUA products.
“NBP Agreement”	means the agreement entered into between NBI and the Minister under which the Minister appointed NBI to make certain wholesale services available in certain intervention areas, and references to the NBP Agreement are intended to reflect only NBI’s rights and obligations under the NBP Agreement and the Service Provider’s obligation to comply with same shall be limited to the extent the detail of the relevant provisions has been expressly incorporated into this Agreement, the Standard Access Agreement relating to Wholesale Bitstream and VUA Broadband Products, the Wholesale Bitstream and VUA Service Level Agreement, the Wholesale Bitstream and VUA Product Technical Manual and/or the Wholesale Bitstream and VUA Product Process Manual.
“Non-Compliant Overpayment”	means an amount equal to the difference between the Wholesale Price that NBI charged and the price which NBI should have charged in accordance with the Wholesale Pricing Rules over the total relevant period of non-compliance.
“Product(s)”	means each variant of the In-Home Services provided by NBI under this Agreement and as described in more detail in Schedule 1 and which may be updated by NBI from time to time in accordance with the Standard Access Agreement relating to Wholesale Bitstream and VUA Broadband Products or the NBP Agreement and published on NBI’s website.
Related Third Party	means a person which is a party to another contract with the Service Provider which is relevant to this Agreement or is otherwise considered by NBI to be a Related Third Party for the purposes of a Dispute.
Related Third Party Material	means documents, data, information, video, graphics, sound, music, pictures, text, code, scripts, photographs, software and any other material (in whatever form) published or otherwise made available (directly or indirectly) by or on behalf of the Related Third Party using the Products.

“Technical Manual”	means the technical document describing the Wholesale Bitstream and VUA Products.
“VUA”	means Virtual Unbundled Access.
“Wholesale Bitstream and VUA Product Technical Manual”	means the document published on NBI’s website that provides a detailed description of the Wholesale Bitstream and VUA products that will be made available to Wholesale Service Providers (WSP) and Retail Service Providers (RSP).
“Wholesale In-Home Products and Services Price List”	means the document that details the prices and charges for the Product as set out in Schedule 3 of this Agreement which may be updated from time to time by NBI and published on NBI’s website in accordance with the NBP Agreement and the Wholesale Bitstream and VUA Reference Offer.

- 1.2 In this Agreement, Clauses 1.1 (Definitions and Interpretation), 1.2 (Definitions and Interpretation), 1.3 (Definitions and Interpretation), 1.4 (Definitions and Interpretation), 1.5 (Definitions and Interpretation), 2 (Commencement and Duration), 3.2 (The Products and General Requirements), 6 (Data Protection), 8 (Network Safety and Protection), 9 (Interference), 11 (Resolution of Disputes), 14 (Confidentiality) 15 (Intellectual Property Rights), 16 (Force Majeure), 17 (Limitation of Liability), 18 (Insurance), 19 (Assignment of Rights and Obligations), 20 (Minister Step-In), 21 (Rights of Inspection, Reporting and Audit), 22 (Notices), 26 (Amendments), 27 (Relationship of Parties), 28 (Governing Law) and Appendix 2 (Data Processing Agreement) of the Wholesale Bitstream and VUA Reference Offer are incorporated into this Contract Addendum mutatis mutandis as if set out in this Contract Addendum.

2. The Products and General Requirements

- 2.1. All RSPs / WSPs must have signed the Bitstream and VUA Reference Offer and / or the Supplemental Agreement in order to avail of the In-Home Product and Services as described in this Agreement.
- 2.2. Schedule 1 provides a detailed description of the Products that NBI may provide under this Agreement. The terms of Schedule 1 are incorporated into this Agreement by reference.
- 2.3. The Service Provider shall include and maintain in its contracts with Customers provisions which are no less onerous than those contained in this Agreement (including, for the avoidance of doubt, its Schedules). The Service Provider shall be responsible for the enforcement of all such provisions with Customers.
- 2.4. The Service Provider shall exercise the reasonable skill and care of a competent electronic communications services provider in performing its obligations under this Agreement.
- 2.5. The Service Provider shall not place any In-Home Connection Requests or In-Home Pre-ordered Connection Requests without the prior authorisation of the Customer in accordance with the Customer Authorisation Form process and regulations (CAF) determined by the National Regulator or any replacement scheme for CAF from time to time.
- 2.6. The Service Provider shall, insofar as required by law, be solely responsible for ensuring any Service Provider Material and Related Third Party Material (in whatever form) complies with all applicable laws and regulations. The Service Provider further acknowledges and agrees that, save as required by law, NBI has no responsibility in relation to any such Service Provider Material or Related Third Party Material (in whatever form).
- 2.7. The Service Provider shall provide NBI with a quarterly forecast of its projected number of In-Home Connection Requests and In-Home Pre-Ordered Connection Requests, broken out by Deployment Area (OLT) Area, at least 20 Working Days in advance of each Quarter.
- 2.8. Subject to Clause 17 in the Bitstream and VUA Reference Offer, the Service Provider shall indemnify NBI, its employees, officers, servants and agents in full and on demand against any liability, fines, loss, cost, damage and expense (including but not limited to reasonable legal fees) incurred by it and arising directly from any Claim instituted or threatened against NBI by any Third Party in relation to:
 - 2.8.1. the manner in which the Product has been used where such use is in breach of the provisions of this Clause 2;
 - 2.8.2. the Service Provider's installation and use of any equipment relating to the Products (including the Equipment);
 - 2.8.3. incidents (of material duration) in which the Service Provider Service is faulty or cannot be used by any Third Party (including a Customer);
 - 2.8.4. to the extent the Service Provider is required by law to be responsible for same, the content of data conveyed via the Products; and/or
 - 2.8.5. the Service Provider Material or any Related Third Party Material which is provided to or made available to Customers or any other Third Party.
- 2.9. Subject to Clause 4, in the event that the use, maintenance, installation and / or removal of Equipment by or on behalf of the Service Provider causes any loss, damage, interference or disruption to any asset, equipment, installation, activities and / or operations of any Third Party, the Service Provider shall indemnify and hold NBI harmless from and against any Claim or proceeding arising out of or in connection with the Third Party damage suffered by NBI (including Claims made against NBI by Third Parties

resulting from the Third Party damage) for each event or series of related events howsoever arising whether in contract, tort (irrespective of negligence) or from breach of duty (statutory or otherwise), except and insofar as NBI, its employees, servants or agents are directly liable therefore. The indemnity under this Clause 2.9 shall include any Claim or proceedings arising out of or in connection with:

- 2.9.1. all costs and expenses reasonably incurred in repairing and remediating the Third Party damage;
 - 2.9.2. all costs and expenses reasonably incurred in taking such measures as are reasonably required to bring the asset, installation, equipment, activities and / or operations affected by the Third Party damage back to normal order; and
 - 2.9.3. all Claims made or proceedings instituted against NBI by any Third Party in respect of the Third Party damage.
- 2.10. The Products shall be made available to the Service Provider for the term set out for each Product in Schedule 1 of this Agreement.
- 2.11. Each Party shall use reasonable endeavours to mitigate its losses under this Agreement, including any losses under any indemnities set out in this Agreement.

3. Charges, Billing and Payment

- 3.1. The Service Provider shall be liable to pay NBI for all charges and fees set out in the Wholesale In-Home Product and Services Price List set in Schedule 3 of this Agreement (the "**Charges**"). NBI reserves the right to update the Wholesale In-Home Product and Services Price List and publish it on NBI's website in accordance with the NBP Agreement.
- 3.2. The Charges shall be paid by the Service Provider at the billing intervals specified in the Wholesale In-Home Product and Services Price List. If no billing interval is specified, NBI shall issue invoices on a monthly basis.
- 3.3. The Charges set out in the Wholesale In-Home Product and Services Price List are exclusive of value added tax ("**VAT**"). VAT shall be levied on all invoices issued pursuant to the terms of this Agreement at the appropriate VAT rate for each Product and such VAT will be payable by the Service Provider.
- 3.4. Invoices shall include detailed itemised billing of the Products provided and the relevant billing information.
- 3.5. Unless explicitly stated otherwise in this Agreement invoices are due and payable in EURO. Invoices are payable within thirty (30) Working Days from the date of issue the invoice unless provided otherwise in this Agreement.
- 3.6. The Service Provider shall pay each invoice by electronic transfer to a bank account nominated by NBI and notified to the Service Provider on the invoice.
- 3.7. Any disputes which arise in respect of the Charges or invoices shall be subject to the provisions of Clause 11 of the Bitstream and VUA Reference Offer.
- 3.8. NBI shall refund to the Service Provider any Incorrect Overpayment or any Non-Compliant Overpayment (together with interest, as applicable) where required in accordance with the NBP Agreement.
- 3.9. Any undisputed amounts which are not paid when due shall accrue interest at a rate equal to 5% per annum over the base lending rate of the ECB ("**Interest Rate**") from the due date until the date of payment. If such unpaid sum is disputed in good faith and subject to a dispute resolution process in accordance with Clause 11 of the Bitstream and VUA Reference Offer, interest shall accrue on such of the sum as is determined to be the proper sum due and payable at a rate equal to the Interest Rate from the date the

disputed sum would have been due and payable had the sum not been disputed. Interest shall accrue daily but shall not be compound interest.

4. Interference

- 4.1. Where it is suspected that either party's Equipment interferes with any other transmission or reception in such a way as to affect other services operating then either party shall, on written request from either party, no later than twenty-four (24) hours after such request, use reasonable endeavours to prove the Equipment is not the cause of the interference. If the either party is unable to prove that the Equipment is not the cause of the interference within this period, then the Service Provider and NBI shall meet or liaise with each other and work together over a further twenty-four (24) hour period to ascertain whether the Equipment is the cause of the interference. If after this further twenty-four (24) hour period the interference remains and it has not been possible to prove that the Equipment is not the cause of the interference, then Clause 4.2 shall apply.
- 4.2. If the Equipment of either party is proven to be the cause of the interference, the relevant party shall take all necessary action to cease the interference as soon as possible but no later than one (1) Working Day after either party has served a written notice upon the other party requesting that such action be taken.
- 4.3. Where:
 - 4.3.1. Either party requests the other party to comply with the provisions of Clauses 4.1 or 4.2; and
 - 4.3.2. Either party fails to comply with that request within the periods as mutually agreed or as set out in the said clauses, as the case may be, or if in the case of a service affecting interference, referred to in Clause 4.1, the either party is unable to prove that the interference is not caused by the Equipment within the relevant notice period,

Either party shall be entitled to take any action in relation to the Equipment in whatever manner it deems appropriate and the offending party shall be liable to the injured party for all losses which they may suffer as a result of the failure by the offending party to comply with such a request.

5. Provisioning, Operation and Maintenance

The procedures for the provisioning of the Products and for the continuing operation and maintenance (where applicable) of the Products shall be as set out in the Wholesale In-Home Product and Services Product Description as detailed in Schedule 1 of this Agreement.

6. Breach, Suspension and Termination

- 6.1. If the Service Provider's In-Home equipment adversely and materially affects the normal operation of the NBI network, or is a threat to any person's safety, NBI may suspend, to the extent necessary, the provision to that Service Provider of any and all Products for such period as it may consider reasonable to ensure the normal operation of its network or to reduce the threat to safety.
- 6.2. If either Party is in material breach of this Agreement (including in relation to a failure by the Service Provider to pay an undisputed sum due hereunder within the required timeframe i.e. a sum which is not subject to the provisions of Clause 11 of the Bitstream and VUA Reference Offer), the other Party may serve a written notice ("**Breach Notice**") on the Party in breach specifying the breach and requiring it to be remedied within:
 - 6.2.1. Twenty-five (25) Working Days from the date of receipt of such Breach Notice; or
 - 6.2.2. in case of emergency (excluding financial obligations) within such shorter period as the Party not in breach may reasonably specify.

- 6.3. If the Party fails to remedy the breach within the period stated in the Breach Notice, the other Party may terminate this Agreement by providing two (2) weeks' written notice. If the Party in breach remedies the breach within such two (2) weeks' notice period, this Agreement shall not terminate as a result of such notice.
- 6.4. In the event the Service Provider fails to pay an undisputed invoice within the time provided in the Breach Notice, NBI may initiate credit vetting as set out in Clause 13 of the Bitstream and VUA Reference Offer. The purpose of this vetting is to establish whether the non-payment is likely to cause a specific financial risk to NBI, due to the financial circumstances of the Service Provider.
- 6.5. If justified by credit vetting, NBI may request a financial security guarantee following the principles referred to in Clause 13 of the Bitstream and VUA Reference Offer. Failure (within the time referred to in Clause 13 of the Bitstream and VUA Reference Offer or refusal (at any time) by the Service Provider to provide a financial guarantee shall give NBI the right to terminate this Agreement with seven (7) Working Days' notice.
- 6.6. This Agreement may be terminated immediately by either Party by written notice (or on the termination of such other period as such notice may specify) if the other Party:
 - 6.6.1. is unable to pay its debts within the meaning of the Companies Acts 2014; or
 - 6.6.2. has a receiver or examiner appointed or has been subject to an application for the appointment of a receiver or an examiner in relation to all or any of its assets or an encumbrance has taken possession of all or a material part of its assets; or
 - 6.6.3. has an order made or a resolution passed for its winding up (other than for the purpose of amalgamation or reconstruction); or
 - 6.6.4. enters into a voluntary arrangement with creditors under the Companies Acts 2014; or
 - 6.6.5. ceases to carry on business.
- 6.7. NBI shall be further entitled to terminate this Agreement immediately by notice in writing to the Service Provider if the Service Provider ceases to be an Authorised Operator.
- 6.8. The Service Provider may terminate this agreement at any time by giving NBI not less than twelve (12) months' written notice.
- 6.9. The Service Provider acknowledges that it shall not be entitled to any compensation upon the expiry or in the event of termination of this Agreement by NBI pursuant to the provisions of this Clause 6 and that upon such expiry or termination any sum due by the Service Provider to NBI shall become immediately payable.
- 6.10. The basis of NBI's right to make the Products available is the NBP Agreement. NBI shall have the right to (i) suspend or cease providing any or all of the Products; and (ii) terminate this Agreement where it is required to do so pursuant to the NBP Agreement (including under a remedial plan or to ensure compliance with the Pricing Rules).
- 6.11. Termination of this Agreement shall not be deemed a waiver of a breach of any term or condition of this Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination.

7. Entire Agreement

This Agreement, in addition to the aforementioned Wholesale Bitstream and VUA Reference Offer and Supplemental Agreement (if applicable), represent the entire understanding of agreement between the Parties in relation to the subject matter of this Agreement, the Wholesale Bitstream and VUA Reference Offer and the Supplemental Agreement (if applicable), and, unless otherwise agreed in writing, supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written.

8. Waiver

The waiver of any breach of, or failure to enforce, any term or condition of this Agreement shall not be construed as a waiver of any other term or condition of this Agreement or that contained within the Bitstream and VUA Reference Offer or the Supplemental Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

9. Severability

The invalidity, unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or that of the Bitstream and VUA Reference Offer.

IN WITNESS WHEREOF THIS AGREEMENT WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

Signed for and behalf of **NBI INFRASTRUCTURE DAC**

Signature _____

Name (block capitals) _____

Title _____

Date _____

AND

Signature _____

Name (block capitals) _____

Title _____

Date _____

Signed for and behalf of: _____

Signature _____

Name (block capitals) _____

Title _____

Date _____

Schedule 1 - Wholesale In-Home Product and Services Product Descriptions Overview

This schedule relates to the suite of Wholesale In-Home Products and Services as outlined in the Project Agreement between National Broadband Ireland and DECC as signed on 22nd November 2019.

All standard Product and Service amendments are subject to agreement with the Department of Environment, Climate and Communications (DECC) and are subject to introduction via the NBI Product Development and Change Management processes. Where an RSP requires amendment to the standard In Home Product suite, this is subject to commercial discussion between both parties which may result in a change to the commercial pricing for the associated product or service. In all cases, the standard terms and conditions will apply.

This Product Description details specifications of all available In-Home Products and Services as issued by National Broadband Ireland (NBI) to Retail Service Providers (RSPs) and Wholesale Service Providers (WSPs) selling NBI high-speed broadband services within the Intervention Area (IA).

This schedule refers to and should be read in conjunction with the published Wholesale Bitstream and VUA Reference Offer which is located on the NBI website Service Provider portal or can be obtained via the NBI Service Provider Account Manager. Any specific technology mentioned in this document is current as at the date of issue and is for guidance purposes only. All changes to the In-Home Product and Services Product Descriptions will be reflected in this document and will follow the NBI change management process. NBI reserves the right to adapt the technology used to deliver the products through the change management process at any time subject to the notification and timelines agreed for this product set.

Wholesale In-Home Products and Services will be delivered or installed in line with the relevant Bitstream and VUA service delivery timelines. RSPs/WSPs can manage the In-Home Products through either APIs or via the Service Provider portal. These products will be made available as an add-on Product or Service to the Bitstream and VUA products at the time of order or on-site, depending on the stipulations as outlined in section 2 of this document.

Key capabilities will be available for RSPs/WSPs wishing to avail of In-Home Products and Services as follows:

- Selection of the In-Home Product as an add-on to the Bitstream or VUA product at time of Initial Order.
- Selection of the In-Home Product as an add-on to the Bitstream or VUA product while technician is on site²
- Product and Service order tracking and status updates/notifications
- Service Assurance

² On site ordering only available on select products and is subject to the RSP/WSP signing up to on-site ordering as part of the onboarding setup process.

Appendix 1 - Wholesale In-Home Product and Services Product Suite

This section provides a high-level overview of the Wholesale In-Home Products and Services available from NBI within the Intervention Area (IA) and in conjunction with the provision of the Bitstream and VUA Product suite.

Table A below details the products available:

Product Reference Code	Product / Service Offering	Option available to order on site?	Pre-Requisite Product
IUPS1.0	Provide UPS	N	Bitstream / VUA

Table A – Wholesale In-Home Products and Services

Appendix 2 - Wholesale In-Home Products and Services – Key Product Attributes

Uninterruptible Power Supply (UPS)

The deployment of high-speed fibre broadband to households and businesses represents a change to the method with which some services are provided. One such change is the provision of voice services through Voice over IP (VoIP). Unlike standard telephony, which is powered remotely via the local telephone exchange, VoIP services are powered locally at the premises therefore backup power would be required in order to sustain service in the event of a power outage.

The UPS Product is designed to meet the broadband support needs and service expectations of both consumer and business end users as It enables effective service continuity of broadband and any associated VoIP service in the event of a power outage, providing power and continuity of service to both the ONT and the RSP/WSP CPE.

The UPS provides battery backup power to enable ongoing broadband and VoIP access for between 1-2 hours depending on ONT and CPE power consumption which, NBI expect, would provide broadband and VoIP service continuity through a typical short-term power outage. Note, connection of ancillary services such as laptops or computers etc to the UPS device will severely impact the power consumption and will lead to a reduction in the battery backup usable time. By way of example, the same UPS capable of keeping a desktop computer and monitor on for 15 minutes will likely power an ONT and modem (exclusively) for between one and two hours.

From a practical perspective, the UPS will have transformer-block spaced outlets which ensures that the ONT and CPE devices can be plugged in straight out of the box with no rewiring required.



Figure 1 – Example of a 4 plug UPS

The UPS will be made available to RSPs/WSPs as an orderable item as part of a Bitstream or VUA order and will also be made available as a standalone service where the UPS can be posted to the end-user directly from NBI. Note, this service will not be made available as a standalone installation order in the absence of a Bitstream or VUA order. Note, while the specific UPS unit is subject to change, the below section outlines the approximate specification which will be provided.

The product proposed for supply by NBI to RSPs/WSPs is detailed in the link below:

<https://www.elara.ie/productdetail.aspx?productcode=MME270D190>

Technical Specification

Power Device

• UPS Technology	Line interactive
• Input Voltage	AC 230 V
• Frequency Required	50/60 Hz \pm 5Hz
• Input Connectors	1 x power IEC 60320 C14
• Output Voltage	AC 230 V
• Power Capacity	300 Watt / 500 VA
• Output Waveform	Stepped approximation to a sinewave

Battery

• Technology	Lead Acid
• Features	Maintenance free, sealed

Miscellaneous

• Cables Included	Power cable - external - 1.52 m
• Features	LED display, Automatic Voltage Regulation (AVR)

Environmental Parameters

• Min Operating Temperature	0 °C
• Max Operating Temperature	40 °C
• Humidity Range Operating	0 - 90%
• Sound Emission	40 dBA

Dimensions and Weight

• Width	16.1 cm
• Depth	30.5 cm
• Height	9.3 cm
• Weight	3.9 kg

The UPS device remains the property of the ordering RSP unless otherwise agreed between the RSP and other parties. All faults or queries from end users in relation to the provisioning or support of the UPS device must be supported directly by the RSP on behalf of the end user.

This product includes a 12 (twelve) month return and replace or repair warranty. In the event of product failure within 12 months of installation, the UPS device should be returned, by the RSP, to NBI marked 'UPS Returns' at 3009, Lake Drive, Citywest, Dublin 24, D24 H6RR. NBI will then facilitate a repair or replace and return the device to the associated RSP. All devices which cannot be repaired will be recycled or disposed of safely and in accordance with all necessary environmental regulations. Some units may contain user replaceable internal batteries. Please refer to the associated user guide for further detail including typical battery life.

Schedule 2 - Wholesale In-Home Products and Services Billing

All details of the relevant charges are outlined in the Wholesale In-Home Products and Services Price List available in Schedule 3 of this document, or directly from the Service Provider's Account Manager.

Service charges for In-Home Products and Services are billed monthly in arrears and will include any relevant charges as referenced in Schedule 3.

Invoices are issued monthly detailing site visit, one-off, Managed Service (if applicable) and CPE charges payable.

Schedule 3 - Wholesale In-Home Products and Services Price List

This Price List sets out the charges applicable in respect of the Wholesale In-Home Products and Services variants only (the "Product"). For information on pricing for alternative NBI product sets, please visit the NBI website or consult with your NBI Account Manager.

The charges in this Price List are in addition to those included in the NBI Wholesale Bitstream and VUA Product price list as published on the NBI website. These prices may increase or decrease in accordance with the provisions of this Agreement. All pricing changes will go through the defined NBI change management process in accordance with the conditions of the Project Agreement in place between NBI and the DECC and will be reflected in this document.

All charges in this Price List are exclusive of VAT and are listed in EURO.

Product Reference Code	Product / Service Offering	Wholesale Price € (exclusive of VAT)	Option available to order on site?	Charging / Provisioning Frequency	Pre-Requisite Product
IUPS1.0	Provide UPS	€150	N	Once-Off	Bitstream / VUA

Table B - Wholesale In-Home Products and Services Price List