



CPS service

Addendum n°12 to the Proximus Reference Interconnect Offer valid as from 01/11/2008

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Sensitivity Unrestricted

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Introduction

This Addendum 12 to Proximus's Reference Interconnect Offer concerns the update of the Carrier Pre-Selection (CPS) service in conformity to article 135 of the law of June 13th 2005.

This Addendum comes into effect as from 01/11/2008.

The sections of BRIO which are impacted by this Addendum are indicated in the subsequent paragraphs.

Adaptation of Section 4.2.1

Section 4.2.1 is to be replaced by:

4.2.1 Carrier Pre-Selection (CPS)

An Operator which intends to offer services to Proximus end-users by means of CPS, has to request Proximus to provide that possibility as from a given date, in order to allow Proximus to plan and to carry out the necessary testing. Proximus will charge the Operator concerned with a CPS bringing into service one-time fee indicated in §16.3.1 for the adaptation of the Proximus infrastructure in order to enable the CPS functionalities.

The provision of Carrier Pre-Selection to a particular Operator will take place in accordance with the SLA included in this Reference Offer as Annex 5 and in accordance with the Operational procedures published on the Proximus website.

A Proximus end-user wishing to make use of Carrier Pre-Selection will contact the Operator which he has chosen for that purpose. The Operator concerned will request Proximus to activate the Pre-Selection with respect to that Operator on the end-user's line. Proximus will not accept a request for activation directly coming from the end-user concerned. The end-user can only select one Operator per line for CPS purposes.

Before transmitting to Proximus a request to activate the CPS on a particular end-user's line, the Operator should obtain from the end-user concerned a letter of authority conform to article 135 of the law of June 13th 2005. The text content for a written and signed letter of authority is included in Annex 3. In this letter the end-user certifies in particular that he is the subscriber to the line on which he authorizes Proximus to activate the CPS towards the Operator concerned. Other durable carriers of the authorisation of the customer should comply with the same functional characteristics and requirements as the written and signed letter of authority. Whenever this is reasonably justified on the basis of the relevant circumstances, Proximus has the possibility to request the Operator to produce the proof of a letter of authority of the end-user with regard to CPS.

1. In that case, the Operator has to send a copy of the letter of authority by fax or e-mail within three (3) Working Days after Proximus's request.

2. In case the original letter of authority is requested by Proximus, the Operator has to send it within ten (10) Working Days after Proximus's request.

3. If the Operator is not able to meet Proximus's request within the mentioned time frames, Proximus reserves the right to take any regulatory and/or judicial action against the Operator.

4. The possibility for Proximus to request a Letter of Authority or a copy of that document from an Operator related to a particular line is limited to a period of six (6) months starting from the date of activation of the CPS related to that Operator on the line concerned.

The validity period of the letter of authority is limited to a period of three (3) months as from the date of the signature of the written letter of authority or as from the date of its transmission for other durable carriers which implies that the Operator is not allowed to introduce a request for activation of CPS after the validity period of the letter of authority on which the request is based. In addition, the letter of authority is not longer valid after a deactivation asked by the end-user or after a deactivation caused by the occurrence of one of the seven reasons mentioned below. In case the Operator would reintroduce a new request after such deactivation, the Operator should be in possession of a new letter of authority of the end-user.

When Proximus receives a request from an Operator to activate Carrier Pre-Selection with respect to that Operator on a particular end-user's line, Proximus will first check the validity of the request, and will verify whether CPS can be activated on the line concerned. Proximus will inform the requesting Operator about the result of this check within 2 Working Days following the receipt of the activation request. CPS activation requests are not considered to be valid when they relate to end-user lines for which the subscription is cancelled before the implementation date of the CPS activation. Requests related to the activation of CPS with respect to Complex Installations identified by DDI number series are only considered as valid in case the CPS activation is requested for the complete DDI number series concerned.

Proximus makes a 078 number available which can be called by a Proximus customer in order to obtain its customer id.

In case CPS can be offered, Proximus will activate the Pre-selection within the time period indicated in the SLA for CPS included in Annex 5.

As soon as the CPS is effectively installed, Proximus will inform the Operator that the requested CPS is in service.

All exchange of information between Proximus and the Operator related to the CPS activation and to the evolution of its status is performed by means of a dedicated electronic communications interface under secured and encrypted format. Fax messages will only be allowed for letter of authority checks.

The activation of an existing Carrier Pre-Selection can be cancelled for one of the following reasons:

- the end-user requests Proximus to deactivate the Pre-Selection;
- Proximus receives a request for CPS activation from an Operator which is different than the one to which a CPS is currently activated¹⁸;
- the end-user subscription with Proximus is cancelled¹⁹ or has been declared void for whatever reason;
- the end-user moves to a customer category for which the access to CPS is not available as a result of a regulatory decision (see §4.1);
- the provision of Interconnect Services to the Operator concerned has been terminated for whatever reason;
- the number of the telephone line is changed (e.g. in consequence of a move to another telephone line);
- the DDI series is modified.

After the deactivation has been performed, Proximus will notify the Operator to which the CPS was activated, about the deactivation of the CPS at the latest on the day following the deactivation. Proximus will include the following details about the cause of the CPS deactivation in that notification: the number(s) of the end-user network termination is (are) changed, end of subscription of the end-user concerned.

When an end-user requests Proximus Retail Division to deactivate the CPS, he will be requested by Proximus Retail Division to provide an appropriate letter of authority conform to article 135 of the law of June 13th 2005. The text content for a written and signed letter of authority is included in annex 3. Other durable carriers of the authorisation of the customer should comply with the same functional characteristics and requirements as the written and signed letter of authority. Proximus Retail Division should obtain such letter of authority prior to the deactivation of CPS.

Whenever this is reasonably justified on the basis of the relevant circumstances, the Operator has the possibility to request Proximus to produce the proof of a letter of authority of the end-user, taking into account following conditions:

1. Proximus has to send a copy of the letter of authority by fax or email within three (3) Working Days after the Operator's request.
2. In case the Operator request the original letter of authority, Proximus has to send within ten (10) Working Days after the Operator's request.

3. If Proximus is not able to meet the Operator's request within the mentioned time frames, the Operator reserves the right to take any regulatory and/or judicial action against Proximus.

4. The possibility for the Operator to request a letter of authority or a copy of that document from Proximus related to a particular line is limited to a period of six (6) months starting from the date of de-activation of the CPS by Proximus.

Proximus will perform the deactivation of the CPS within two (2) Working Days after the receipt of the request of the end-user. The above conditions are without prejudice to the right of the Operator to take any regulatory and/or judicial action against Proximus.

It is the obligation of the Operator to inform in advance the end-users about the circumstances which engender a cancellation of the CPS as well as to inform them without delay about any deactivation of the CPS when such deactivation occurs.

When an end-user requests its CPS Operator to deactivate the CPS in Proximus's network, he will be requested by the Operator to provide an appropriate letter of authority conform to article 135 of the law of June 13th 2005. The text content for a written and signed letter of authority is included in annex 3. Other durable carriers of the authorisation of the customer should comply with the same functional characteristics and requirements as the written and signed letter of authority. The Operator should obtain a valid letter of authority prior to requesting the deactivation of the CPS towards Proximus.

The procedure for this CPS deactivation by Operator to Proximus on request of the CPS customer will be made available via the Proximus website.

Proximus will charge the Operator a one time line fee for CPS activation on the end-user's line as indicated in §16.3.2. The same one-time line fee will be charged for each subsequent activation of CPS requested by the same end-user.

All Calls for which CPS is allowed, will automatically be conveyed to the Network of the Operator towards which the CPS is activated. All other types of Calls will be conveyed and charged by Proximus itself as appropriate, in so far as these Calls are successfully conveyed to their destination. The attention of the Operator is drawn to the fact that for technical reasons, in the case of CPS, the number of digits for international numbers which can be transmitted following the international access code 00 is limited. Numbering sequences of up to 17 digits after 00 will always be processed by the Proximus Network.

The Operators and Proximus must fully comply with the relevant provisions of the Law of July 14, 1991 on the trade practices and the information and protection of the consumer.

If a delay arises in the order handling process, the Operator will not attribute the fault for the delay to Proximus in its communication with its customer, but will stress that all parties are working together to resolve the difficulties. Proximus will also comply with this rule.

The Operator must inform its customers clearly about which contact point should be contacted in the event of problems with the CPS service and this should be prominently displayed on the contract between the Operator and the customer concerned and on the bills. The Operator receiving a fault report from a customer will not criticize or make derogatory remarks about Proximus.

When Proximus is contacted by the Operator's customers regarding a problem with their CPS service, Proximus will ask that customer to contact directly the Operator concerned. Proximus will not criticize or make derogatory remarks about that Operator when it receives the query.

Proximus will use its best effort to comply with any reasonable market demand for CPS activation, taking into account the normal and reasonable evolution of such market demand. In case the market demand for CPS activation would show an unexpected and huge increase, Proximus can, subject to the permission by the BIPT, be temporarily released from the obligations resulting from the SLA.