



PROXIMUS REFERENCE INTERCONNECT OFFER

For authorised Telecommunications
Operators

Valid from 01/01/06 to 31/12/06

Approved by the Belgian Institute for postal services and telecommunications on 22/02/06
Sensitivity Unrestricted

proximus

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1. Introduction

1.1 Scope of the Reference Interconnect Offer

The present Reference Interconnect Offer¹ deals with the Interconnect Services Proximus offers to an authorised Telecommunications Operator², hereafter called “Operator”, in order to allow end-users connected to the public Network³ of that Operator to communicate with end-users connected to Proximus’s Network and to enable Proximus’s end-users to access a range of services referred to in Chapter 4 offered by that Operator by means of a Communication Access Code. The present Reference Interconnect Offer includes also an Access Service for Calls to specific Value Added Services of the Operator (Freephone, Split Charging, Premium Rate, Infokiosk and Universal Number Services) and an Access Service for Calls to 0797 numbers of the Operator. Furthermore, a Transport Interconnect Service is included and further described in Chapter 14.

The Interconnect Services included in this Reference Interconnect Offer encompass the following services, as defined and described below:

- Terminating Access Services:
 - for Calls to Proximus geographic numbers
 - for Calls to Emergency Services
- Collecting Access Services by means of a Communication Access Code providing access to the following services offered by the Operator:
 - basic telephony services
 - data services
 - VPN services
- Access Service for Calls to particular Value Added Services of the Operator (Freephone, Split Charging, Premium Rate, Infokiosk and Universal Number Services)

¹ See Annex 2 for practical information regarding this Reference Interconnect Offer.

² “Authorised Telecommunications Operator” means an Operator which fulfils all conditions required by the Regulatory Framework for electronic communication to provide at least the activities for which the Operator is requesting the services included in the present Reference Offer. Consequently, the provision of certain BRIO Services may be available only to Operators which have obtained the adequate authorisation to provide the activities for which the Operator is requesting the mentioned BRIO services. When this is the case, this is specifically indicated in this Reference Interconnect Offer.

³ “Network” and “Access Point” should be read respectively as “System” and “Point of Presence” when used in this Reference Interconnect Offer in respect of Operators that do not fulfil the conditions required by the Regulatory Framework to provide a public network.

- Access Service for Calls to 0797 numbers of the Operator
- Transit Service
- Interconnect Link Service
- Transport Interconnect Service

New Interconnect Services will be made available by Proximus if needed and without prejudice to the rights of Proximus provided by the regulatory framework, as from the day at which Proximus launches new retail Voice Telephony services in order to allow the Operator to offer the same retail services to its customers. Therefore Proximus will provide to the Operator all the necessary information related to the relevant elements of the signalling between the Networks of Proximus and the Operator, which should allow the provision of the said Interconnect Services. Proximus cannot be considered as responsible for the inability of the Operator equipment to properly interpret and process the relevant signalling elements.

1.2 **Limits of the Reference Interconnect Offer**

The prices and conditions for Interconnection contained in the present Reference Interconnect Offer are applicable for the period from January 1 to December 31, 2006. As foreseen in the applicable regulatory framework, modifications can be made to these prices and/or conditions in the course of the year subject to the conditions set out in the applicable regulatory framework. Such modifications will be included in this Reference Interconnect Offer through the publication of specific addenda.

This Reference Interconnect Offer does not cover Calls to Proximus numbers (geographic and non-geographic) which are ported to other Networks, nor to Calls to non-Proximus numbers (geographic and non-geographic) which are ported to the Proximus Network, except if the numbering information sent to the Proximus Network includes a routing number providing the necessary information to route the Calls to their final destination in the Proximus Network. The terms and conditions applicable to Calls to Proximus geographic numbers will also apply to the Calls containing an appropriate routing number. As a more general rule, this Reference Interconnect Offer does not consider issues of number portability. The relevant documents of Proximus covering in particular the interconnect aspects of number portability can be obtained at the contact point mentioned in Annex 2.

Each Interconnect Agreement concluded with an Operator may include specific services negotiated between the two Parties which are not covered in the present Reference Interconnect Offer. Examples of such specific services, which Proximus can offer at the request of the Operator, are: the conveyance of calls generated by the Operator's customers to the networks or facilities of other operators (e.g. foreign operators) or of service providers with whom Proximus has appropriate contractual relations and access to Operator Assistance Services. The list of available services can be obtained by the Operator after the signing of a confidentiality agreement.

Any interconnect service supplied by an Operator to Proximus will be included in the Interconnect Agreement between Proximus and that Operator on the basis of the agreement reached between those Parties.

Proximus is not responsible for the content of the communications conveyed through its Interconnect Services.

1.3 Definitions

The definitions included in this Reference Interconnect Offer are proper to this document and are without prejudice to the definitions contained in the applicable regulatory framework. This Offer only applies to services that are explicitly referred to in this Offer and, in case particular applications are indicated in the definition of some services, is only applicable for the applications concerned. However, in the event of a request for interconnection in respect of services that are not explicitly defined and covered by this Reference Interconnect Offer, or that are intended to be used for other applications than the ones described in this Reference Interconnect Offer, Proximus will examine and indicate to the requesting Party whether the conditions set out in the present Reference Interconnect Offer apply to the services concerned or whether there are objective criteria differentiating the different services at issue, or whether this service is not considered to be in the scope of the present Reference Interconnect Offer. Proximus will not apply other conditions than the ones set out in the present Reference Interconnect Offer without the approval of the BIPT.

The capitalized terms in the present Reference Interconnect Offer have the meaning as defined below:

0797 numbers:	Numbers used for Internet Access Services of the Operator enabling the conveyance of Internet Calls to the platform of the Internet Service Provider (ISP) identified by the 0797 number concerned, excluding other suppliers of services
Access Area:	Area within Proximus's Network as defined in Annex 1 of the present Reference Interconnect Offer, in which Interconnect Services are offered at specified Proximus Access Points
Access Gateway Exchange (AGE):	A Proximus PSTN/ISDN public digital exchange connected to a Proximus Access Point at which Calls are initially switched in

the Proximus Network, when conveyed from an Operator Access Point, or finally switched in the Proximus Network when conveyed to an Operator Access Point ⁴

Access Point:	Physical interface within Proximus's Network to which Interconnect Links can be connected (a similar physical interface is defined in the Operator's Network)
Access Service for Calls to 0797 numbers of the Operator:	An Interconnect Service in which Proximus conveys Calls generated by Proximus end-users to a Proximus Access Point where they are handed over to an Operator in order to reach 0797 numbers of the Operator. The Operator or the Internet Service Provider identified by the 0797 number concerned will be responsible for the billing of the end-users for the establishment of the Calls to the 0797 number concerned
Access Service for Calls to Value Added Services of the Operator:	An Interconnect Service in which Proximus conveys Calls generated by Proximus end-users to a Proximus Access Point where they are handed over to an Operator in order to reach the Freephone, Split Charging, Premium Rate, Infokiosk and Universal Number Services provided by that Operator. Proximus bills its end-users for the mentioned Calls ⁵
Area Access Point:	Access Point through which Interconnect Services can be

⁴ In the context of this Reference Interconnect Offer, the term "Operator Access Gateway Exchange" means an Operator exchange connected to an Operator Access Point at which calls are initially switched in the Operator Network, when conveyed from a Proximus Access Point, or finally switched in the Operator Network when conveyed to a Proximus Access Point.

⁵Except for Calls to Freephone Services.

obtained which relate, subject to what is stated in this Reference Interconnect Offer, to at least an entire Access Area

Proximus-sited Interconnect Link:	Interconnect Link that is provided in its entirety by the Operator, subject to what is stated in this Reference Interconnect Offer and in the Colocation Agreement entered into by the Parties concerned
BIPT:	Belgian Institute for postal services and telecommunications
Call Attempt:	An attempt to establish a Call, as described in the present Reference Interconnect Offer
Call:	The establishment of a connection through a Network and the transmission and the delivery of a communication, from the terminal on which this communication has been generated to the terminal to which this communication is addressed, or to a network platform or to any other facility giving an automatic answer in the cases where the connection cannot be established
Calling Line Identification Presentation (CLIP):	A supplementary service offered to a called party which provides the calling party's number to the called party
Calling Line Identification Restriction (CLIR):	A supplementary service offered to the calling party to restrict the presentation of the calling party's number to the called party
Capacity (of the Interconnect Link):	The capacity defined for the Interconnect Link (transmission capacity) and the corresponding Proximus Access Point

(switching capacity) to which the Operator wishes to be connected
(expressed as a number of 2 Mbit/s links (E1's)⁶

Carrier Pre-Selection (CPS):	Pre-programmed selection of an Operator allowing the access to basic telephony services as referred to in the "Notes Explicatives" of 11/03/03 regarding Communication Access Codes, provided by that Operator without the need for the end-user to dial the CSC
Carrier Selection (CS):	Selection of an Operator by means of a CSC dialled by the end-user allowing the access to basic telephony services as referred to in the "Notes Explicatives" of 11/03/03 regarding Communication Access Codes, provided by that Operator
Carrier Selection Code (CSC):	A CAC of the type 15XX or 16XX, defined and allocated by the BIPT, used to select an Operator in order to access basic telephony services as referred to in the "Notes Explicatives" of 11/03/03 regarding Communication Access Codes, provided by that Operator as described in Chapter 4
Chargeable Call Duration:	<p>The time interval, rounded up to the nearest second, that elapses between:</p> <ul style="list-style-type: none">• the moment at which the answer signal (in the backward direction) is detected at the concerned Access Gateway Exchange• the moment at which the clear forward or clear backward

⁶ The term "Capacity" covers both transmission and switching capacity. If the term "Capacity" is supposed to cover only switching capacity, the Parties are to use the term "switching capacity", and are to refrain from using the term "Capacity".

condition is detected at the concerned Access Gateway Exchange

CLI: Calling Line Identification

Closed User Group (CUG): Entity united by a clear socio economic or professional relationship already existing before the exploitation of the service and larger than the simple need to communicate with one another

Collecting Access Services: Interconnect Services in which Proximus conveys, based on a Communication Access Code, Calls generated by Proximus end-users to a Proximus Access Point in order to allow the access to a range of services as referred to in Chapter 4 provided by the interconnected Operator. The interconnected Operator is responsible for the direct invoicing of the Proximus end-user for the establishment of the Calls through a Collecting Access Service

Colocation Agreement: An agreement concluded between Proximus and an Operator which covers, in particular, the technical, operational, billing, planning and financial conditions for the Colocation Services provided by Proximus to the Operator

Colocation Area: Part of a Colocation Room rented to a single Operator

Colocation Room: Part of a Proximus building, designated by Proximus, where Operators can install their equipment as described in the Colocation Agreement

Colocation Services: Colocation Services as described in the Colocation Agreement

Communication Access Code: A routing indicator consisting of 4 digits with the format 1YXX (Y=5,6,7,8), used in relation with Collecting Access Services

Complex Installation:	All customer premises equipment which is not a Simple Installation such as customer premises equipment which is connected to the Public Network by means of an ISDN connection with the same CPS only activated on a part of the numbers associated with the ISDN connection, or a customer premises equipment identified by means of a PBX number range or by means of a DDI number range
Customer-sited Interconnect:	Interconnection in which the Interconnect Link is provided in its entirety by Proximus
DDF:	Digital Distribution Frame
Demarcation Point:	The physical point where Proximus's Network and the Operator's Network are interconnected. The Demarcation Point is the boundary between the Proximus and the Operator domains of responsibility
Emergency Services:	Cf. the Act ⁷ , article 2, 58°
Freephone Service:	Service which allows the calling party to make free of charge Calls to 0800 numbers, which are paid for by the called party
Half-link:	Transmission capacity provided by a Party exclusively as part of a Transport Interconnect Service in order to enable the provision of a complete Leased Line between two termination points. A Half-link always includes one of the two termination points of the Leased Line concerned and has to be connected to compatible transmission capacity provided by the Operator

⁷ In the present Reference Interconnect Offer “the Act” means “the Act of June 13th 2005 related to electronic communication

HTR VAS numbers:	VAS numbers considered as destinations with a Low Answer Bid Ratio (lower than 40%), see also Annex 4 to this Reference Interconnect Offer, Chapter 14
Infokiosk Service:	Service which allows an end-user to access content services by dialling a 077 number
In-Span Interconnect:	Interconnection in which the Interconnect Link is provided in part by Proximus and in part by the Operator whereby the Demarcation Point is situated on the Interconnect Link in a footway box at a location designated by Proximus in the immediate vicinity of the building where the related Proximus Access Point is situated
Interconnect Agreement:	An agreement concluded between Proximus and an Operator which describes, in particular, the technical, operational, billing, planning and financial conditions for the Interconnect Services between Proximus and the Operator and the provision of the Interconnection of the two Networks
Interconnect Link Service:	An Interconnect Service necessary for the establishment of an Interconnect Link
Interconnect Link:	A Link between two Access Points located, respectively, in Proximus's Network and in the Operator's Network in order to enable the provision of Interconnect Services, with the exception of the Transport Interconnect Service. An Interconnect Link is composed of an integer number of 2 Mbit/s systems (E1's)
Interconnect(ion) Services:	Interconnect(ion) Services described in the present Reference

Interconnect Offer

Interconnect(ion):	Cf. the Act, article 2, 19°
Leased Line (Service):	Cf. the Act, article 2, 30°
Link:	Set of telecommunication facilities necessary to establish one or more transmission paths between two locations
Local Access Point:	Access Point at which the Terminating Access Service for Calls to Proximus geographic numbers, the Collecting Access Services and the Access Services for Calls to VAS and to 0797 numbers of the Operator can be obtained which relate only to Proximus end-users identified by specific number ranges and which are located in a limited geographical area related to the Local Access Point concerned
Mid-Span Interconnect:	Interconnection in which the Interconnect Link is provided in part by Proximus and in part by the Operator whereby the Demarcation Point is situated on the Interconnect Link at a location agreed upon by the interconnecting Parties
Network :	Cf. the Act, article 2, 3°
Operator Assistance Services:	Service which allows the end-user to contact operator staff in order to assist him in the usage of telecommunication services
Operator:	Cf. footnote 2
Party:	Depending on the context, Proximus and/or the Operator entering into an Interconnect Agreement

Point of Presence (POP):	Physical interface within the Service Operator's System to which Interconnect Links can be connected
Premium Rate Service:	Service which allows an end-user to access content services by dialling a 090X (X=0,1,2,3,5,9) number
Public Network Operator:	Moral or physical person that fulfils the conditions required by the Regulatory Framework for electronic communications to provide a public Network
Reference Interconnect Offer:	The present offer for Interconnect Services
SAP:	Signalling Access Point
SA-STP:	Stand-alone Signalling Transfer Point
Simple Installation:	Customer premises equipment which is connected to the Public Network by means of a single PSTN connection or by means of an ISDN connection with the same CPS activated on all the numbers associated with the ISDN connection, excluding PBX and DDI number ranges.
SiP:	Signalling Point
SLA:	Service Level Agreement
Split Charging Service:	Service which allows an Operator to share the charges for a Call between the calling and the called parties involved. This Service can be accessed by the end-user by dialling specific number

ranges in the 078 series, which are allocated by the BIPT to that particular Service

STP: Signalling Transfer Point

Successful Call: A call during which an answer signal (in the backward direction) has been received in accordance with the applicable international recommendations

System: The telecommunication infrastructure used by a Service Operator for the provision of public Voice Telephony Services

Telecommunication Services: Cf. the Act, article 2, 5°

Terminating Access Services: Interconnect Services offered at a Proximus Access Point in which Proximus conveys the Calls handed over by the Operator and directed to Proximus geographic numbers and Emergency Services numbers from that Proximus Access Point⁸ to the destinations concerned

Traffic (Flow): A set of Calls characterized by the fact that all the Calls which constitute this flow have a same direction (towards or from an Access Point)

Transit Service for Calls to Interconnect Service in which Proximus conveys the Calls handed over by the Operator and directed to the numbers of a Third Operator

⁸ The Terminating Access Service for Calls to Emergency Services numbers is only available at Proximus Area Access Points, unless the Emergency Service is addressed by a geographical number and the Call is handed over at the appropriate Local Access Point.

Transport Interconnect Service:	An Interconnect Service exclusively aimed at the provision by the numbers of a Third Operator ⁹ :	Proximus of Half-links to an Operator in order to enable that Operator to provide complete Leased Lines based on the Half-links provided and on compatible transmission capacity provided by the Operator
Universal Number Service:		Service which allows an end-user to reach a called party (i.e. the subscriber of the service) with multiple locations by dialling a unique number starting with 070 regardless of the network termination at which the call is originated
Unsuccessful Call:		All calls which have passed through the Proximus Access Point and which are not Successful Calls
Value Added Service (VAS):		A Telecommunication Service which can be accessed via the PSTN/ISDN by dialling a non-geographic number, excluding in particular the numbers related to mobile networks, Emergency Services and Operator Assistance Services
Virtual Private Network Service (VPN):		Service as defined in the regulatory framework and meaning a service basically using a common Public Telecommunication Network for the provision of typical private network features
Voice Telephony Service:		Service offered to the public for commercial exploitation of direct transport of voice in real time via a public switched network and

⁹ A Third Operator is a Belgian Operator who is neither Proximus, neither the Operator from which Proximus received the Call. As a consequence, the Transit Service excludes calls to Proximus numbers which are ported to other Networks. However, Calls to numbers that have not been allocated to the Operator may return to the Operator after Database Query.

giving the possibility to each user to use the equipment connected to a network termination point in order to communicate with another equipment user connected to another network termination point

Voice Telephony Service Operator:	Moral or physical person that fulfils the conditions required by the Regulatory Framework for electronic communications to provide a Voice Telephony Service
Working Day:	Each day except Saturday, Sunday and the national legal holidays in Belgium

2. Interconnect Architecture ¹⁰

The Proximus Network has been divided for Interconnection purposes into 8 Access Areas (fig.1). In each Access Area Proximus has established a number of Access Points. Interconnection to Proximus's Network is only possible at sites where Access Points are located.

Interconnection is realized by the linking of two Access Points each of them located in the Networks to be interconnected. The linking of Access Points is implemented by means of an Interconnect Link. The Demarcation Point is located on the Interconnect Link and is the physical point where both Networks are interconnected and represents as such the boundary between the domains of responsibility of Proximus and the interconnected Operator.

There are two types of Access Points:

- Area Access Point: the offered Interconnect Services relate, subject to what is stated in this Reference Interconnect Offer, to at least the entire Access Area in which the Area Access Point is located;
- Local Access Point: the offered Interconnect Services only relate to those Proximus end-users identified by specific number ranges and which are located in a limited geographical area related to the Local Access Point concerned.

In each Access Area Proximus offers two possible Area Access Points.

The sites in the Operator's public Network at which Interconnection to that Network is possible, can also be considered as "Access Points". Where necessary to avoid confusion, a distinction is made in the present Reference Interconnect Offer between "Proximus Access Points" and "Operator Access Points".

¹⁰ This Chapter does not apply to the Transport Interconnect Service, which is described in Chapter 14.

Each of the Access Points is fully controlled by the Operator concerned and is implemented as a set of 2 Mbit/s G.703 interfaces situated at a digital distribution frame. A Proximus Local Access Point is in principle located at the building housing the Proximus Access Gateway Exchange concerned.

The list of the Proximus Access Areas and Proximus Area Access Points is contained in Annex 1. From this list, the Operator can, subject to what is stated below, freely choose the Proximus Area Access Points at which it wants to interconnect its Network (see remarks concerning availability in Chapters 12 and 13).

The list of Local Access Points mentioning the number ranges of the Proximus end-users which can be reached via these Local Access Points¹¹, can be obtained by the Operator via a Proximus website through a secured access. This website will contain the addresses of the Proximus Area and Local Access Points as well as updated information concerning the colocation possibilities at those Access Points. Information on how to access the mentioned website can be obtained at the Proximus contact point mentioned in Annex 2. The Operator can, subject to what is stated below, freely choose the Proximus Local Access Points at which it wants to interconnect its Network (see remark concerning availability in Chapters 12 and 13).

Proximus will examine with the Operator the Operator Access Points at which Proximus can interconnect its Network.

When the Operator is interconnected at Access Area Point level, Proximus strongly recommends the Operator to connect its Interconnect Links in equal distribution to both Area Access Points of the Access Area for the conveyance of the traffic for which the Operator is responsible¹². This situation is recognized to offer the highest reliability as well from a transmission as from a switching point of view. If the Operator is only connected to one Area Access Point, it exposes itself to the risk that the mentioned traffic will be completely blocked in case the Proximus Access Point completely fails. When the Operator is connected to both Area Access Points, the load sharing routing mechanism applied in the Proximus Network should ensure that in a normal busy hour situation approximately 60 % of the traffic concerned will be handed over at one of the Proximus Area Access points in case the other completely fails.

Therefore, in case the Interconnect Links of an Operator are only connected to one of the two Area Access Points of a same Access Area or in case there is an unbalance in the number of Operator Interconnect Links connected on each of the Area Access Points, the Operator will make sure¹³ that the Interconnect Links, carrying Calls originated in the Proximus Network such as Calls with CAC and Calls to OLO VAS and 0797 numbers, are equally distributed over both Area Access Points of the Access Area concerned¹⁴, by extending some of these Interconnect Links from one Access Point to the other Access Point either over its own Network or over the Network of another Operator, either over the Proximus Network. As a consequence, the Traffic conveyed over these Interconnect Links will, at least from a switching point of view, benefit from the increased reliability resulting from the load sharing routing

¹¹ See footnote 18.

¹² For the definition of the traffic for which the Operator is responsible, see §10.1.

¹³ Not compulsory for the Access Areas Kortrijk-Assebroek, Leuven-Hasselt and Mons-Charleroi.

¹⁴ The number of Links to be extended will be determined on the basis of data provided by the Operator, or on the basis of Proximus traffic data in case the mentioned Operator data would not be available. The mentioned Interconnect Links are considered to be equally distributed if the number of Links connected to each Area Access Point is equal or only differs by one unit.

mechanism applied in the Access Areas concerned. At the Operator's request, Proximus can also extend Operator Interconnect Links carrying Calls originated outside the Proximus Network from one Access Point to another in order to achieve also an equal distribution of the Links carrying the Traffic concerned. The fees for the Access to the Area Access Points associated with Operator Interconnect Links will be different depending on the fact whether or not the associated Interconnect Links have been extended by Proximus (see §16.1.2).

At Local Access Points, the following Proximus Interconnect Services can be obtained in the way as described above: the Terminating Access Service to Proximus geographic numbers and the Collecting Access Services. The Access Service for Calls to Value Added Services and to 0797 numbers of the Operator can be made available at a Local Access Point on request of the Operator. The costs for the adaptations of the Local AGE(s) located at the LAP in order to allow the provision of the Access Service for Calls to Value Added Services and to 0797 numbers of the Operator will be shared among all the Operators which are connected to the LAP concerned (in accordance with the procedure described in §16.1.1, Note 1). The estimated amount of these costs will be published on a secured Proximus website accessible by the Operator. Subsequent to a firm request of the Operator, Proximus will make a firm offer for the adaptation of the LAP concerned, taking the detailed situation of that LAP into account. For the LAP's for which a firm request for adaptation has been received from an Operator, the secured website will indicate the implementation delay for the adaptation of the LAP's concerned. For the LAP's where the adaptation has been implemented, the secured website will also indicate the costs of the adaptation of the LAP's concerned as well as the number of Operators which have shared the mentioned costs at the LAP's concerned. The fees for the Access to a Local Access Point are indicated in §16.1.1.

These costs will be subject to the control of the BIPT, in accordance with the principle of cost orientation.

In case of a LAP where the costs are already paid by the operator(s) an operator "new entrant" has to pay an amount to the other operator(s) already using this LAP, in order that, at any moment, every operator using this LAP has paid the same part of these costs. The billing of the new entrant and refunding to the present operator(s) will be done by Proximus, without approval by BIPT, except for new costs, if any, involved."

3. **Terminating Access Services**

3.1 **Calls to Proximus geographic numbers**

The Voice Telephony traffic, including the Call types described in Chapter 7, generated by end-users on the Operator's Network and directed to the Proximus Network is to be conveyed from an Interconnected Operator Access Point to one or more Proximus Access Points. The Terminating Access Service for Calls to Proximus geographic numbers and the terms and conditions applicable to it are available for Calls handed over by the Operator and terminated by Proximus on its Network.

When Interconnection is implemented at Area Access Points, Calls to Proximus geographic numbers can also be terminated in a Proximus Access Area which is different from the one in which the Area Access Point is located at which they are handed over by the Operator. In that case, the Calls are considered as "Extra Access Area" Calls from an Interconnection perspective. Calls terminated in the same Proximus

Access Area as the one within which they are handed over, are called “Intra Access Area” Calls from an Interconnection perspective. As mentioned earlier, at Local Access Points the Terminating Access Service for Calls to Proximus geographic numbers is limited to specific number ranges which are related to the Local Access Point concerned¹⁵.

The prices applicable to the Terminating Access Service for Calls to Proximus geographic numbers which are not ported outside the Proximus Network are indicated in §16.2.1. The local termination rate is only available for Calls handed over at Local Access Points. Different prices apply for “Extra Access Area” Calls and “Intra Access Area” Calls, which are handed over at Area Access Points.

The prices indicated in §16.2.1 are also applicable to Calls to non-Proximus geographic numbers ported to the Proximus Network, which are handed over by the Operator at a Proximus Access Point with a routing number providing all the necessary information to route the Calls concerned to their final destination in the Proximus Network.

The prices indicated in §16.2 can only be applied if the Operator concerned has the benefit of the rights for Interconnection required for applying the present Reference Interconnect Offer in the Access Areas where the Proximus Access Points are located at which the Terminating Access Service is provided to the Operator.

The Operator is responsible for the setting of the retail prices and for the invoicing of its end-users for the Calls to Proximus geographic numbers.

3.2 Calls to Emergency Services

3.2.1 Calls to 3 Digits Emergency numbers

The access to 3 Digits Emergency Services offered by Proximus covers the termination by Proximus of Calls in pre-determined installations all over Belgium. Different numbers of three digits are allocated for different types of Emergency Services. The present section of this Reference Interconnect Offer covers the services identified by the following numbers: 100 (Medical Urgency Service and Fire brigade), 101 (Police Services), Children’s Phone (102, 103 and 104: covering the languages Dutch, French and German), 110 (European Centre for Missing and Sexually Exploited Children), 112 (European Emergency Service) and Telephone Crisis Intervention (106, 107 and 108: covering the languages Dutch, French and German). Calls to 3 Digits Emergency Services are free of charge for the calling end-user in accordance with the regulatory framework.

¹⁵ Calls to Proximus geographic numbers, which have been ported to other Networks will be released by the ProximusNetwork if they are handed over at Local Access Points. The same applies to Calls to Proximus end-users identified by a geographic number that is part of the specific number range related to the Local Access Point at which they are handed over, but which are located outside the limited geographical area related to that Local Access Point. In both cases Proximus will release the call and send the release cause 14 in accordance with the relevant ITU Recommendations. The Operator can obtain on request and on a regular basis (each Working Day) a list mentioning the numbers which are ported in and ported out of the LAP’s at which it is interconnected.

Given the nature of the 3 Digits Emergency Services, the access to these services by interconnected Operators is subject to a number of technical conditions which must form the object of an agreement between the Parties prior to the opening of these services. In particular, the Operator will have to insert some specific information in the “called party number” parameter of the signalling messages sent to the Proximus Network as described in the relevant technical specifications. This information includes in particular the identity of the emergency dispatching centre that will treat the call and which is determined by the competent authorities. The Network of the Operator must pass the full CLI to the Proximus Network and that CLI will be provided by Proximus to the 100/101/110/112-services. In addition, these Emergency Services must be provided with an access to a database in case they need more information about the calling party. This access by the emergency dispatching centres could be based on an access to a Proximus database which would then integrate the necessary data regarding the Operator’s end-users and with regard to which the Parties will have to enter into an agreement covering, as a pre-condition for the provision by Proximus of the services dealt with in the present section, the technical aspects of this integration.

Calls to 3 Digits Emergency Services can only be handed over at Proximus Area Access Points.

The prices applicable for the termination by Proximus of Calls to the 3 Digits Emergency Services are set out in §16.2.2.1 and §16.2.2.2. The prices indicated in §16.2.2.1 include the access by the Emergency Services to the Proximus database which integrates the data regarding the Operator’s end-users. At the time of drafting of this Reference Interconnect Offer, it was unclear whether an Operator would be allowed to provide the latter data to the Emergency Services concerned in a manner independent from Proximus’s database. If such a solution were to be permitted by the competent authorities and implemented by an Operator, Proximus would apply to that Operator the same prices as those indicated in §16.2.1 for the termination of Calls from that Operator’s Network to the Emergency Services.

3.2.2 **Calls to Emergency Services which are not addressed by 3 Digits numbers**

The prices applicable for the termination by Proximus of Calls to Emergency Services which are not addressed by a 3 digit number are set out in §16.2.2.3.

4. Collecting Access Services¹⁶

4.1 General

Subject to what is stated below, the Collecting Access Services provided to an Operator enable Proximus's end-users to access a range of services offered by that Operator through that Operator's network. The Collecting Access Services are available for the Call types described in Chapter 8. The selection of the Operator by the Proximus end-user is performed through the use of a Communication Access Code (CAC) 1YXX. Depending on the type of CAC, the end-user needs to dial a number of digits immediately after the CAC. These digits are used to indicate the destination to be reached through the Collecting Access Service. For technical reasons, the number of digits which can be transmitted following the CAC 1YXX is limited. Numbering sequences of up to 19 digits after 1YXX will always be processed by the Proximus Network. Except for the CAC 17XX, it is required to dial a minimum number of digits after the CAC as further specified below. In addition, specific rules need to be followed with respect to the format of the numbering sequence following the CAC. The Operator has to inform its customers in an adequate manner about the exact format of the dialling sequence of the Calls for which the Collecting Access Service concerned is available.

Once the Call has been handed over at the Proximus Access Point to the Operator by means of a Collecting Access Service, the responsibility for the further handling and routing of the Call is transferred to that Operator.

Proximus will not request a compensation from its end-users for Calls conveyed to an Operator's Network by means of a Collecting Access Service as defined in the present §4.1. The Operator to which the Calls have been conveyed will be invoiced by Proximus for the Collecting Access Service used, independently from the customer category of the calling end-user. This does not exclude the right of Proximus to charge a usage fee to end-users which have the benefit of special tariff plans. Such usage fee can also be applied to CS/CPS Calls, except for CS/CPS Calls to Freephone numbers.

The Collecting Access Services allow:

- via an Area Access Point: the conveyance of the Calls, originated by Proximus end-users located in the Access Area in which the Proximus Area Access Point is located to which the Operator is directly interconnected;
- via a Local Access Point: the conveyance of the Calls, originated by end-users identified by specific number ranges and which are located in a limited geographical area defined by that Local Access Point to which the Operator is directly interconnected¹⁷.

¹⁶ This Chapter 4 describes the way in which Proximus will offer the various Collecting Access Services in accordance with the information contained in version 8 of the "Notes Explicatives" concerning numbering issued on 11/03/03. If it appears that the offer for Collecting Access Services would no longer be in line with a future version of the "Notes explicatives", Proximus will, where appropriate, adapt the terms and conditions of its offer accordingly. These modified terms and conditions would be submitted to BIPT for approval.

The identification of the calling end-user is done through Calling Line Identification (CLI) which is transmitted by Proximus towards the Operator's Network through the Proximus Access Point.

An Operator wishing to make use of one or more Collecting Access Services in a particular Access Area has to request Proximus to implement its CAC(s) in the Access Area concerned. The CAC(s) has (have) to be defined and reserved by the BIPT to the Operator. The Operator will provide Proximus with an appropriate reservation certificate issued by the BIPT, certifying that the said CAC(s) has (have) been reserved to the Operator concerned. The timing for the implementation of the CAC(s) by Proximus will be in accordance with the applicable regulatory framework (see remark about the bringing into service of Interconnect Services in Chapter 13). The price for the implementation of the CAC(s) in Proximus' switching equipment is indicated in §16.8.

If allowed under the applicable regulatory framework and under the conditions contained in that framework, the use of a Collecting Access Service may be restricted for certain categories of customers. In particular, Proximus may request the authorization of the competent Authority not to allow CSC Calls (CS and CPS) as defined in §4.2 that are originated by certain categories of customers.

For technical reasons, if the end-user uses the Advice of Charge Service of Proximus in connection with a Call conveyed by means of a Collecting Access Service, he will receive the message "No indication".

The prices for the Collecting Access Services are indicated in §16.3 and are only available if the Operator concerned benefits from the rights for Interconnection required for applying the present Reference Interconnect Offer in the Access Areas in which it collects the traffic concerned.

The Collecting Access Services are not available from Proximus payphones.

4.2 **Collecting Access Services to basic telephony services offered by the Operator**

Subject to what is stated below, the CAC's 15XX and 16XX enable Proximus' end-users to access basic telephony services offered by an Operator such as long distance Voice Telephony transport services or services allowing reaching non-geographic numbers through that Operator's Network. In this particular case, the CAC is also called Carrier Selection Code (CSC). The Collecting Access Service to basic telephony services offered by an Operator can be implemented in two different ways in the Proximus Network:

- Carrier Pre-Selection (CPS): Proximus adapts the exchange to which the end-user is connected, in such a way that all Calls for which CPS is available and which are originated by that end-user are systematically conveyed to the Network of the Operator selected by the end-user concerned without the need for that end-user to dial a CSC. However, the end-user can at any time override the pre-programmed selection by dialling a CAC on a call by call basis;

¹⁷ For the sake of clarity, it is confirmed that the Collecting Access Service offered at a Local Access Point, is available in relation with all end-users connected to the local AGE('s) associated with the Local Access Point concerned, including those end-users who have ported-in numbers at the local AGE('s) concerned.

- Carrier Selection (CS): while a particular Operator is the default Operator, the end-user can at any time select another Operator for the conveyance of the Calls for which CS is available, by dialling the Carrier Selection Code (CSC) of the selected Operator on a call by call basis.

CPS and CS are both based on a same CSC that is needed for the conveyance of the Calls to the Network of the Operator to which the CSC was allocated by the BIPT, or to the Network of another Operator in accordance with the procedures approved by BIPT in its Decision of 01/06/04.

The Collecting Access Services to basic telephony services of the Operator cannot be used for Calls to 1XX(X) numbers and for Calls to 0797XXXX numbers.

For technical reasons, it is not possible to establish certain types of Calls (e.g. national and/or international) by means of CPS or CS from a particular end-user's line, as long as outgoing call barring is activated on that end-user's line for these types of Calls.

The Calls using a Collecting Access Service and which are directed to geographic numbers have to comply with the following format:

- (1ABC)-O-PQYZKH DU or (1ABC)-O-PXYZKH DU for national traffic
- (1ABC)-OO-CC-NSN for international traffic

1ABC: CSC (not to be dialled by the end-user in case of CPS) with A= 5 or 6; P or PQ: Belgian telephone zone number (see list of telephone zone numbers in Annex 1); PQYZKH DU or PXYZKH DU: national significant number; NSN: foreign national significant number; CC: country code.

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 signed letter of authority of which the text content 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. Whenever this is reasonably justified on the basis of the relevant circumstances, Proximus has the possibility to request the Operator to produce the written proof of a letter of authority signed by the end-user with regard to CPS.

1. In that case, the Operator has to send a copy of the signed letter of authority by fax or e-mail within three (3) Working Days after Proximus's request.
2. In case the original signed document 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 its signature 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 no 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 signed by 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 sign an appropriate letter of authority of which the text content is included in annex 3. 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 written proof of a letter of authority signed by the end-user, taking into account following conditions:

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

¹⁸ Each subsequent request for CPS will be treated in the same way by Proximus as the first request. If a subsequent request for CPS is received while a previous request for CPS is still being processed, that subsequent request will be disregarded. If Proximus receives on a same day two requests for CPS coming from different Operators, they are both disregarded.

¹⁹ The CPS activation is also cancelled when an end-user cancels his subscription and his line is taken over by another end-user which keeps the number of the previous end-user.

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' network, he will be requested by the Operator to sign an appropriate letter of authority of which the text content is included in annex 3. The Operator should obtain a valid and signed 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 OO is limited. Numbering sequences of up to 17 digits after OO 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.

4.2.2 **Carrier Selection (CS)**

Carrier Selection is based on a CSC which is dialled by the end-user on a call by call basis.

While in CPS Calls to destinations for which CPS is not available will automatically be conveyed by Proximus, Proximus end-users trying to reach numbers for which CS is not available, will receive an appropriate announcement provided by Proximus at no charge. However, this procedure is not applicable for Calls to Emergency Services which are conveyed by Proximus itself to the requested destination at no charge.

4.3 **Collecting Access Service to data services offered by the Operator**

Subject to what is stated below, the CAC 17XX enables Proximus' end-users to access from their PSTN/ISDN network termination point data services offered by an Operator to which the 17XX code is allocated, on that Operator's data network. The CAC 17XX can either be followed by a number of digits indicating the destination to be reached in the data network of the Operator or it can be used independently without dialling additional digits. The CAC 17XX is to be used in accordance with the applicable regulatory framework for the purpose as set out in that framework. This implies that in particular the CAC 17XX cannot be used to set up Calls to geographic numbers allocated to Public Networks, to VAS numbers, to mobile numbers or to non-geographic numbers identifying emergency or other specific services of the type 1XX(X). Calls to these non-allowed destinations dialled through a numbering sequence starting with 17XX will however be handed over by Proximus to the Operator concerned. The Operator is under an obligation to block these Calls and to provide an appropriate announcement.

4.4 **Collecting Access Service to Virtual Private Network (VPN) Services offered by the Operator**

Subject to what is stated below, the CAC 18XX enables Proximus' end-users to access from their PSTN/ISDN network termination point VPN services offered by an Operator to which the 18XX code was allocated, on that Operator's Network. The digits dialled after the CAC 18XX form a number which is part of a private numbering plan. A private number is composed of at least 3 digits, of which the first one cannot be "0". Furthermore, the numbers of this private numbering plan may not be identical to the public numbers identifying the same destination as e.g. the numbers of the emergency services.

The attention is drawn to the fact that the VPN service can only be used for the establishment of Calls among members of a same Closed User Group (CUG). The Operator will examine the membership to the CUG of the calling party based on the supplied CLI. Only when the calling and called parties are identified as members of the same CUG, the Call will be further routed by the Operator.

5. Access Service to particular Value Added Services of the Operator

The Calls to Freephone, Split Charging, Premium Rate²⁰, Infokiosk and Universal Number Services of the Operator are conveyed from the Proximus network termination point at which the Call was originated to the Proximus Area or Local²¹ Access Point chosen by the Operator. Proximus will invoice its end-users making Calls to the VAS of the Operator in accordance with the end-user retail rates applicable for the VAS concerned. End-users which have the benefit of special tariff plans, may have to pay a usage fee for the mentioned Calls in addition to the mentioned retail rates, except for Calls to Freephone Services, which are free of charge for all Proximus end-users.

The price for the implementation of the VAS numbers of the Operator in Proximus' switching equipment is indicated in §16.8. The Operator will provide Proximus with an appropriate reservation certificate issued by the BIPT, certifying that the said numbers have been granted to the Operator concerned. The timing for the implementation of the numbers by Proximus will be in accordance with the applicable regulatory framework (see remark about the bringing into service of Interconnect Services in Chapter 13).

The prices for the Access Service for Calls to Value Added Services of the Operator are indicated in §16.4. There are two price levels for Calls handed over at Area Access Points depending on the fact whether or not the Proximus Area Access Point where the Calls are handed over, is located in the same Access Area as the one in which the Call was originated (respectively Intra Access Area Call and Extra Access Area Call). There is a specific price level for Calls handed over at a Local Access Point.

As far as Premium Rate Services are concerned, the pricing indicated in §16.4.2 distinguishes Premium Rate Services with fixed charging (0900, 0902, 0903), Premium Rate Services with flexible charging (0909 except 09093) and Premium Rate Services with single drop (0905). As far as the two last categories are concerned, the charge paid by Proximus to the Operator is given by the following formula: $X - (A + BX)$, in which:

- X: end-user tariff chosen by the Operator
- A: the cost of Proximus which is independent of X
- B: the cost of Proximus which is dependent of X

The values of the components of A and B (respectively set-up and duration) are indicated in §16.4.2.3.

For Calls to the Freephone Service of the Operator which are originated from Proximus payphones, an additional charge is included as compared with Calls originated from other network termination points located in the Proximus Network. The price levels for this type of Call are indicated separately in §16.4.1.

²⁰ Chapter 5 only covers the Calls to 0900, 0902, 0903, 0905 and 0909 (except 09093) numbers of the Operator. Calls to 0901 numbers of the Operators can be conveyed by means of a Collecting Access Service as indicated in Chapter 4

²¹ The Local Access Point chosen is the one associated with the network termination at which the Call was originated, provided such Local Access Point exists for the network termination concerned.

6. Access Service for Calls to 0797 numbers of the Operator

The Calls to 0797 numbers of the Operator are conveyed from the Proximus network termination point at which the Calls were originated to the agreed upon Proximus Access Point(s) located in the Proximus Access Area where the Calls were originated.

The Operator to which the 0797 number has been allocated by the BIPT, or the ISP identified by the 0797 number concerned, is responsible for the invoicing of the Proximus end-users for the Calls concerned. This does not exclude the right of Proximus to charge a usage fee to end-users which have the benefit of special tariff plans.

The charges for the implementation of the 0797 numbers of the Operator in the Proximus Network are indicated in §16.8. The Operator will present Proximus an appropriate reservation certificate delivered by the BIPT, confirming that these non-geographic numbers have been allocated to the Operator concerned. The term for the introduction of the numbers by Proximus will be in accordance with the applicable regulatory framework (see remarks concerning the bringing into service of Interconnect Services in Chapter 12).

The charges for the Access Service for Calls to 0797 numbers of the Operator originated in the Proximus Network are indicated in the §16.5.

The Calls to 0797 numbers of the Operator (Operator 2) which have been originated in the Network of another Operator (Operator 1) are conveyed from an Operator Access Point located in the Network of Operator 1 to (a) Proximus Area Access Point(s) where the Calls are handed over by Proximus to Operator 2. The mentioned Proximus Area Access Points are located in the Proximus Access Area where the Calls have been handed over by Operator 1 to Proximus. Proximus can only accept to convey Calls to 0797 numbers of Operator 2 handed over by Operator 1 if Proximus has concluded appropriate agreements with both Operator 1 and Operator 2 related to the conveyance of the mentioned Calls.

7. Transit Service

The Transit Service offered by Proximus conveys the Calls handed over by the Operator and directed to geographic or mobile numbers of a Third Operator²² from the Proximus Area Access Point at which they are handed over, to the Access Point of that Third Operator. As far as the Calls directed to the VAS numbers of a Third Operator are concerned, the Transit Service conveys these Calls, handed over by the Operator at its Access Point to the Proximus Area Access Point chosen by the Third Operator.

All fees related to the Transit Service are at the expense of the Operator which hands over the transit Calls to Proximus.

²² See footnote 12.

The fees for the Transit Service indicated in §16.6 only cover the conveyance over the Proximus Network of the Calls for which the Operator provides the full routing number related to the actual destination of the Calls. As a consequence, in case the Operator hands over Calls without routing number, any database query and additional conveyance cost incurred by Proximus will be charged to the Operator on top of the fees indicated in §16.6. The fees payable by Proximus to a Third Operator for the further handling of the Call, will also be charged to the Operator on top of the fees indicated in §16.6.

There are two price levels for the Transit Service. For Calls to geographic numbers, the Extra Access Area rates are applicable unless the geographic number called falls within the numbers covered by the Access Area in which the Proximus Access Point is located at which the Call was handed over by Operator. For Calls to mobile and VAS numbers, the Intra Access Area rates are only applicable if the Third Operator has and makes available an Access Point in the Access Area in which the Proximus Area Access Point is located through which the Call entered the Proximus network.

Proximus does not provide Transit Services for Calls handed over at a Proximus Local Access Point.

8. **Telecommunication Services supported by Proximus's Interconnect Services** ²³

The Telecommunication Services supported by Proximus's Interconnect Services depend on the ability of the signalling systems to convey the requested information between the Proximus Network and the Operator's Network and on the ability of each of the two Networks to make those services available.

The conveyance of the following types of Calls through Proximus Access Points will be supported in both directions:

- basic PSTN/ISDN Calls based on speech/3.1 kHz audio bearer service
- basic ISDN Calls based on 64 kbit/s unrestricted bearer service

The proper functioning of the CLIP/CLIR supplementary services depends on the availability of the CLI and the status of the relevant parameters to be transmitted in the signalling protocol indicating whether or not the CLI may be presented to the called end-user. For Calls generated on the Proximus Network and handed over to an Operator the CLI is always passed and for Calls transiting the Proximus Network, the CLI must be provided to the Operator's Network when it was provided to Proximus in the first place.

All Operators are required to respect the following minimum principles with respect to the use of the CLI in addition to any other regulatory obligations that may exist. The CLI must always represent the correct number associated with the network termination point of the public network at which the Call was originated. The said number is a number which has been allocated by the competent Authority. All Operators have to comply, to the extent technically possible, with the relevant ITU recommendations and the European Guidelines for Calling Line Identification as issued by the European Telecom Platform (22 January 1999).

²³ This Chapter does not apply to the Transport Interconnect Service.

9. Technical conditions for Proximus Interconnect Services

Each Operator will use the Interconnect Links, for which it is responsible as defined in §10.1, to implement its signalling links. The signalling links of the Operator will have to be connected to Proximus Signalling Access Points (SAPs). Proximus SAPs are only located at Area Access Points.

Proximus has made available for interconnect signalling a mated pair of national stand-alone STP's (Signalling Transfer Points) for SS7. This equipment is located at the Proximus Area Access Points of Brussels and allows using the available signalling capacity in an optimized way. The Operator signalling links will be extended in the Proximus Network from the SAPs at which they are connected up to the SA-STPs by means of semi-permanent 64 kbit/s connections, entirely provided by Proximus.

Each Operator will make available the necessary number of signalling links according to the volumes of Traffic for which they are responsible as defined in §10.1. Under normal circumstances, the maximum allowed signalling traffic per signalling link is 0,3 erlang. In case Interconnect Traffic is only conveyed on Interconnect Links for which the Operator is responsible as defined in §10.1, i.e. there are no Interconnect Links for which Proximus is responsible as defined in §10.1, Proximus reserves the right to use the signalling links on the Operator Interconnect Links at no cost.

The Operator has access to the Proximus national SA-STPs via the Proximus SAPs. The price for such an access is indicated in §16.10.1.

In case the Operator's Network is interconnected with Proximus Local Access Points, a supplementary annual fee per interconnected Proximus Local Access Point indicated in §16.10.2 will be charged.

For the connection to the SA-STPs, the following general rules apply:

- Each Operator Signalling Point²⁴ (SiP) or Operator SA-STP needs to be connected by means of 2 signalling links to each of the Proximus SA-STPs;
- These 2 signalling links, contained in a same signalling link set, should pass through different Proximus SAPs;
- To the extent Interconnect Links exist between both Parties' Networks, the number of Proximus SAPs passed should be as large as possible, with a minimum of 2 per Operator SiP (in case the Operator has no SA-STPs) and 4 per Operator SA-STP.

Two sets of examples of possible configurations are described below. It is only in the third example of each set that Proximus can ensure the full quality of the STP service. The use of the other listed configurations may have a negative impact on the quality of the service provision for which the Operator will bear all responsibility and which may lead to Proximus taking the appropriate measures needed for the restoring of any unstable situation caused by the improper functioning of the signalling links with the Operator. The Operator will be informed in advance about these appropriate measures which will be taken, to the extent possible, after mutual negotiation.

In case the Operator has no SA-STPs:

²⁴ The Operator SiPs mentioned in this Chapter are the ones which are interconnected with the Proximus Network for interconnect signalling purposes.

1. The Operator connects each Operator SiP to two Proximus SAPs. This is the minimum configuration depicted in fig.2.1;
2. In case a higher diversity than the minimum configuration as described here above is possible, Proximus will recommend the Operator to connect each of its SiPs to each of the Proximus SA-STPs via 2 times 2 signalling links in order to ensure a 4-way diversity of routing of the signalling messages by passing 4 Proximus SAPs (see figure 2.2).

In case the Operator has its own SA-STPs:

1. The Operator connects its SA-STPs with signalling links to the Proximus SAPs via 2 times 2 signalling links in order to ensure a 4-way diversity of routing of the signalling messages by passing via 4 Proximus SAPs as a minimum configuration (see figure 2.3);
2. In case a higher diversity than the minimum configuration as defined here above is possible, Proximus will recommend the Operator to connect its SA-STPs to the Proximus SA-STPs via 4 times 2 signalling links to ensure a 6-way diversity of routing of the signalling messages by passing 6 Proximus SAPs (see figure 2.4);
3. If possible (i.e. Interconnect Links between the related Proximus and Operator SAPs exist), Proximus will recommend the Operator to connect its SA-STPs to the Proximus SA-STPs via 4 times 2 signalling links to ensure a 8-way diversity of routing of the signalling messages by passing 8 Proximus SAPs (see figure 2.5).

The attention of the Operator is drawn to the fact that the associated SS7 signalling mode is not available anymore and that therefore the use of the SA-STPs is mandatory.

The signalling protocols usable between the Proximus Network and the Operator's Network are based upon ITU-T SS7. The switching equipment of the Operator's Network interconnected with the Proximus Network will have to be able to process all the relevant parameters coming from the Proximus Network and pertaining to the requested Interconnect Services as described in the reference documents indicated in the paragraphs below.

The general reference documents regarding the signalling for Interconnection are the following: ITU-T Recommendations Q.701 through Q.707, ITU-T Recommendations Q.761 through Q.764 and Q.766. The version of the Recommendations concerned and the amendments to be applied are described in the relevant Proximus documents which also include the expected performance of the signalling protocol at the Access Point.

At the transmission level, the interconnection is based on ITU-T Recommendations G.703, G.704, G.706, G.742, G.823 and G.751 as far as PDH interfaces are concerned and on ITU-T Recommendations G.703, G.707, G.708, G.709, G.825, G.783 and G.957 as far as SDH interfaces are concerned. Further details can be found in the relevant Proximus specifications.

The latest versions of the above mentioned Proximus documents can be obtained at the Proximus website mentioned in Chapter 2.

The Proximus Technical Specifications applicable to an Interconnect Agreement will be annexed to the Interconnect Agreement.

10. Interconnect Link Service

10.1 Responsibilities for the dimensioning and payment of the Interconnect Links

Each Operator is responsible for the dimensioning and payment of the Interconnect Links required for the conveyance of its own traffic as defined below.

More precisely, an Operator requesting Interconnection with the Proximus Network is responsible for the dimensioning and payment of the Interconnect Links conveying the following Traffic Flows:

- the traffic conveyed through the Operator's Network and handed over at the Proximus Access Point in order to use Proximus's Terminating Access Services;
- the traffic generated on the Proximus Network conveyed to the Operator's Network through the Proximus Collecting Access Services;
- the traffic generated on the Proximus Network conveyed to the Operator's Network through the Access Service for Calls to Value Added Services and to 0797 numbers of the Operator as defined in Chapters 5 and Chapter 6.

The dimensioning of the Interconnect Links for which Proximus is responsible and which carry non-mature traffic as defined in Annex 4 will take into account the traffic forecasting data provided by the Operator.

As far as the quality of the Terminating Access Services, the Collecting Access Services and the Access Service for Calls to Value Added Services and to 0797 numbers of the Operator, is concerned, Proximus shall not be responsible for an inadequate dimensioning of the Interconnect Links for whose dimensioning the Operator is responsible.

Both Proximus and the Operator commit themselves to dimension the Interconnect Links to an engineering blocking objective of 1% during busy hours. Other specific rules will be followed for the dimensioning of (parts of) Interconnect Links conveying special types of Traffic (e.g. Calls to Emergency Services, explosive traffic, ...).

10.2 Implementation of Interconnect Links

The physical linking between two Networks is based upon the linking of the respective Access Points by means of an Interconnect Link. The Interconnect Link is composed of a number of 2 Mbit/s Links (E1's).

As far as the physical implementation of the Interconnect Links is concerned, Proximus can offer different possibilities which are described in the sections 10.2.1 to 10.2.4 below. For the implementation of the

Interconnect Links for whose dimensioning the Operator is responsible, the Operator can choose between the different possibilities²⁵ subject to what is stated in the sections 10.2.1 to 10.2.4.

It is up to the Operator to decide upon the manner in which the Interconnect Links, for which dimensioning it is responsible, will be protected from the transmission viewpoint. Symmetrically it will be up to Proximus to decide upon the manner in which it will secure the Interconnect Links, for which dimensioning it is responsible.

The Operator may convey the Traffic Flows for which dimensioning it is responsible (as described in §10.1) on a same Interconnect Link, provided that certain types of traffic (e.g. calls to Emergency Services, explosive traffic) are conveyed in separate trunk circuit subgroups.

Each Party can propose to the other Party to have the Traffic Flows, for which dimensioning each of the Parties is responsible, conveyed over the transmission infrastructure installed by either one of the Parties. Such a proposal will be examined by the other Party, which will ultimately decide upon the way the Traffic for which it is responsible, will be conveyed.

10.2.1 **Customer-sited Interconnect**

The entire Interconnect Link is provided by Proximus. Therefore Proximus will install the relevant transmission equipment inside the Operator's building provided that a number of minimum conditions are met. In that case, the Demarcation Point will be located in that Operator's building.

For the prices of Customer-sited Interconnect Links, see §16.7.1.

10.2.2 **In-Span Interconnect**

The Operator and Proximus provide their own part of the Interconnect Link.

The In-Span Interconnect Link, as covered in this Reference Interconnect Offer, is based on one STM-1 SDH carrier system.

The Operator will install the cable for the Interconnect Link for whose dimensioning it is responsible, up to a footway box designated and installed by Proximus in the immediate vicinity of the building where the Proximus Access Point selected by the Operator is located. At the footway box, the Operator cable will be connected to a Proximus cable which will be introduced in the Proximus building in order to terminate the Interconnect Link at the Access Point. As a consequence, the Demarcation Point is located in the footway box. The possibility of handing over the Operator's cable to Proximus starting from the footway box, instead of the physical jointing of it to a Proximus cable, can be discussed during the Interconnect negotiations.

For the prices of In-Span Interconnect Links, see §16.7.2.

²⁵ The Operator SiPs mentioned in this Chapter are the ones which are interconnected with the Proximus Network for interconnect signalling purposes.

10.2.3 Proximus-sited Interconnect

The entire Interconnect Link is provided by the Operator. In this case the Operator's transmission equipment is located in the Proximus premises. The Demarcation Point is located at the end of the indoor cable provided by Proximus connecting the Operator's transmission equipment to the Proximus Access Point, at the Operator side (including the attached connector if this connector has been delivered and fixed by Proximus). The connection of the cable to the equipment of the Operator is outside the responsibility of Proximus.

The technical, operational, billing, planning and financial conditions for the Colocation Services provided by Proximus to the Operator are described in the Colocation Agreement concluded between the Operator and Proximus for each Proximus building where Colocation Services are provided to the Operator. The Colocation Agreement is available on Proximus's secured website mentioned in Annex 2.

The price of the indoor cable connection connecting the transmission equipment of the Operator located in its Colocation Area to the Proximus Access Point at which the Interconnect Services as described in the present Reference Offer can be obtained, is indicated in §16.7.3.

An Operator that has installed Proximus-sited Interconnect Links is allowed to make available these Proximus-sited Interconnect Links to other Operators of which the Network is to be interconnected with the Proximus Network.

10.2.4 Mid-Span Interconnect

As defined above, Mid-Span Interconnect is a form of interconnection whereby the Interconnect Link is provided in part by Proximus and in part by the Operator and whereby the Demarcation Point is situated at a location agreed upon by the interconnecting Parties, where both Parties' cables meet.

Notwithstanding the fact that the present Reference Interconnect Offer does not contain specific rules for the technical implementation and pricing of Mid-Span Interconnect, since these need to be assessed on a case-by-case basis, Proximus confirms, subject to what is stated below, that reasonable requests for Mid-Span Interconnect Link solutions can be considered by the Parties in their commercial interconnection negotiations and can become, where the Parties reach an agreement on this, part of the Interconnect Agreement. The pricing of the indoor cabling inside a Proximus building related to a Mid-Span Interconnect Link, will be based upon the same pricing elements as those used for the pricing of an In-Span Interconnect Link.

11. Quality of Service²⁶

The quality and the security of the conveyance by Proximus of the Interconnect traffic is in accordance with the quality Proximus provides for its own traffic.

As far as the Terminating Access Service for Calls to Proximus geographic numbers is concerned, Proximus undertakes to ensure on its Network a network failure rate, for failures which are exclusively due to its Network, which does not exceed 1,2% as a national annual average. Under network failure rate is understood the ratio between the number of Calls handed over by an Operator to be terminated on the Proximus Network and failed due to insufficiencies in the Proximus Network and the total amount of Calls handed over by that Operator to be terminated on the Proximus Network (excluding, in particular, failures due to end-user behaviour and failure of terminal equipment).

Proximus will publish each month on its secured website mentioned in Annex 2 the average network failure rate on its Network calculated for each hour between 06:00 and 22:00 hour measured during the last month.

Proximus confirms that it uses all its best efforts to avoid problems of congestion but that such problems may still occur on a temporary basis in certain points of the Network. Operators which experience congestion for their Interconnect Traffic and conclude after investigations that the cause of the congestion is located in the Proximus Network, can contact the appropriate Proximus contact point. On the basis of precise and detailed information provided by the Operator, Proximus will verify whether there is indeed a problem of congestion in the Proximus Network and will inform the Operator of the time schedule in which it is planned to eliminate the problem of congestion concerned.

In the event that a particular situation is susceptible to disturb temporarily the conveyance of traffic within its Network, Proximus could be constrained to implement the classical measures of traffic regulation (call gapping, ...) in order to limit its effect on the quality of the service provided to its customers as well as to the interconnected Operators. These measures of traffic regulation are applied to Proximus and Operator traffic without discrimination. The target figures given above for the network failure rate do not include failures which are caused by the said measures of traffic regulation. The Parties shall inform each other about the operational traffic management strategies to protect the quality of service and to alleviate short term overloads due to abnormal traffic patterns or failed facilities.

Proximus has developed together with a group of Operators a Service Level Agreement covering in particular the quality aspects of the provision of certain Interconnect Services. This SLA is part of the Interconnect Agreement concluded between Proximus and the Operator and is also included in the present Proximus Reference Interconnect Offer as Annex 7. The SLA is considered to be an evolving document to be discussed on a regular basis and where needed to be revised and extended when appropriate with compensation schemes or service credits. In principle, Proximus is conducting SLA discussions with a group of Operators, but the intervention of the BIPT is possible if required, either on the initiative of the BIPT, either on request of Proximus or of an Operator.

Proximus is also prepared to examine specific requests made by some Operators in order to conclude specific Service Level Agreements with those Operators. These SLAs will include a precise identification of the Interconnect Services concerned and the relevant quality aspects of those services. The

²⁶This Chapter does not apply to the Transport Interconnect Service.

negotiation for the conclusion of such SLAs will take place in the context of the commercial negotiations between Proximus and the Operators concerning the Interconnect Services.

12. Evolution of the interconnect offer

As most of the European operators, Proximus is in the process of adapting and upgrading its telecommunication infrastructure. In particular, Proximus will implement where necessary the modifications resulting from the evolution of international standards (ITU-T and ETSI). This may have an impact on the Interconnect Services and Access Points offered. Proximus will inform the Operators about the changes in its infrastructure that have an effect on the Interconnect Services Proximus offers. In as far as such technical changes are concerned that have a foreseeable impact on the Interconnect Services, Proximus will communicate such information as soon as reasonably practicable and not later than 12 month in advance of the planned changes (except if the change concerned is due to unforeseen circumstances and it therefore does not allow Proximus to respect the above mentioned period).

At the same time, Proximus is in the process of reducing the number of exchanges which are operated in its Network. Consequently, certain Access Gateway Exchanges which are open for interconnection purposes may cease to be operational in the future. In case of closure of a particular Access Point, Proximus will inform the Operators at the earliest possible moment in time but certainly not later than 12 months in advance of such closure and will confirm the closure 6 months in advance.

Proximus may proceed, subject to the approval of the BIPT, with a rearrangement of the telephone zones which are covered by the Access Areas. In such a case, Proximus will inform the Operators at the earliest possible moment in time but certainly not later than 12 months in advance.

For changes in the infrastructure of Proximus that are considered to have an impact on the interconnected Operators or on the Interconnect Services offered, Proximus will inform the BIPT and consult with the Operators.

For changes in the IT systems of Proximus that are considered to have an impact on the interconnected Operators or on the activation/deactivation of CPS, Proximus will inform the BIPT and consult with the Operators²⁷.

²⁷ This clause relates only to changes in the IT systems of Proximus that are considered to have a major operational impact on the interconnected Operators. The consultation will concern the high level specifications. Proximus is not bound by the outcome of the consultation.

13. Organized planning for Interconnect Services²⁸

Interconnect negotiations can only start after the transmission to Proximus of an interconnect negotiation document granted by the competent Authority and covering the type of authorization required for obtaining the benefit of the present Reference Interconnect Offer. The bringing into service of an Interconnection will be subject to the signature of an Interconnect Agreement with Proximus covering the services to be provided and, in the event of the extension of the services included in an existing Interconnect Agreement, the bringing into service of additional services. Any bringing into service of an additional Interconnect Service is subject to the conclusion of a complete commercial agreement concerning the additional Interconnect Service concerned. The reception by Proximus of the confirmation that the Operator has been granted the adequate type of authorization entitling it to the benefit of the present Reference Interconnect Offer is one of the prerequisites for the conclusion of an Interconnect Agreement.

In order to have an optimized planning of the resources needed for the bringing into service and the subsequent phases of an Interconnection and in order to preserve the appropriate dimensioning of Proximus's Network enabling Proximus to handle the interconnect traffic as well as its own traffic in a proper manner, the Operator will have to supply forecasting data for traffic and Capacity according to the procedures, which are described in detail in Annex 4 "Planning & Operations Document". The information to be communicated to Proximus related to the forecasting of the switching and transmission capacity to be delivered to the Operator shall be treated as confidential by Proximus and shall only be used for the purpose for which it is transmitted. The Proximus unit that receives the information will not communicate it to other units within Proximus that are not concerned with the interconnection procedures neither to Proximus's subsidiaries.

At all times, Proximus reserves the right to submit questions to the BIPT regarding the global demand for interconnection Capacity, its degree of reasonableness and its relationship with Proximus's feasibility to implement such globalized demand in order to determine what measures need to be taken to cope with any delays which may occur in the provision of the Capacity concerned.

"At all times, an Operator has the right to submit a request to the BIPT to receive the right to a non-disclosure of information without consequences on the services provided, or to be provided, by Proximus in the time between the submitting of the request by the Operator, and the response of BIPT to this Operator and Proximus. If the BIPT decides that Proximus has no right to receive the information mentioned by the Operator in his request, Proximus has to provide, and continue to provide the services."

²⁸ This Chapter does not apply to the Transport Interconnect Service.

14. Transport Interconnect Service²⁹

The Transport Interconnect Service enables the establishment of Leased Lines between two termination points of which at least one is located in the Proximus Network. Therefore, Proximus provides one or two Half-links. Each Half-link includes one of the termination points of the Leased Line and is linked to the Operator's Network at a Demarcation Point. For the sake of clarity it is noted that the Operator remains responsible towards its customers for the provision of Leased Lines involving one or two Proximus Half-links.

Two cases are possible as far as the location of the Demarcation Point related to a Half-link is concerned: inside a technical building of the Operator or inside a Proximus technical building. In the former case, the Proximus Half-links are called Customer-sited Half-links, in the latter case, they are called Proximus-sited Half-links.

The housing of a Demarcation Point in the context of the Transport Interconnect Service is available at all Proximus buildings housing Area Access Points and at all Proximus Local Exchange buildings, unless in case of technical unfeasibility which will be duly justified by Proximus to the BIPT. The Half-links offered in the present Reference Interconnect Offer have a maximum length of 20 km (longer Half-links are offered by Proximus in its Carrier Price List). The length of a Half-link is defined as the straight line distance between the Proximus local distribution frame of the Local Exchange area where the Demarcation Point is located and the Proximus local distribution frame at which the Proximus end-user termination point is directly connected.

In case the Demarcation Point related to a Half-link is located outside a Proximus building and subject to the conditions mentioned hereafter, Proximus can in principle provide the Half-link in the same way as it provides a Proximus Leased Line. The conditions which are applicable to Leased Lines related to the move of one of the end-points and to the upgrade or downgrade of the Leased Line, are also applicable to Half-links, provided that from the viewpoint of the operational processes the Proximus-“end-user” relationship existing in the Leased Line service is replaced by the Proximus-Operator relationship in the Transport Interconnect Service. Proximus will not interact with the customer of the Operator. Subject to the same conditions, the basic SLA for Leased Lines, available on Internet, will be applicable.

The Transport Interconnect Service allows the establishment of permanent Leased Lines with a bit rate of 64 kbit/s, n*64 kbit/s (n=2, 4, 6, 8, 10), 2 Mbit/s and 34 Mbit/s. The interfaces offered at the end-user sites are:

for 64 kbit/s Half-links: V.35, V.36/V.11, X.21 (X.24/X.27), G.703 (64 kbit/s) codir

- for n*64 kbit/s Half-links: V.35, V.36/V.11, X.21 (X.24/X.27), G.703/G.704 (FE1)
- for 2 Mbit/s and 34 Mbit/s Half-links: G.703 electrical

The same interfaces are offered at the Demarcation Point, except for Proximus-sited 64 kbit/s and n*64 kbit/s Half-links for which only a G.703/G.704 2048 kbit/s is offered.

The attention is drawn to the fact that Proximus may withdraw one or more parts of its Half Link offer, subject to a 1 year advance notice period, in case Proximus at the same time ends the offering of the corresponding retail leased line offer.

²⁹ This Chapter 14 is only applicable to Operators that fulfil the conditions required by the Regulatory Framework to provide a public network.

The prices for the Transport Interconnect Service are indicated in §16.9. The prices for Proximus-sited Half-links are only applicable in case the Demarcation Point is located in the above mentioned Proximus buildings located in Antwerpen, Brussel, Charleroi, Gent, Hasselt, Kortrijk, Leuven, Mons, Liège and Namur. Proximus will provide to the Operator at its request all the information needed to allow the Operator to perform the Half-link price calculations by itself. The prices for Proximus-sited Half-links have to be combined with the prices associated with the colocation of the Operator's transmission equipment inside the Proximus building. These prices are to be established on the same basis as the principles applicable to Proximus-sited Interconnect Links. All the principles and conditions applicable to the installation and operation of Proximus-sited Interconnect Links are also applicable to Proximus-sited Half-links. The technical, planning and operational conditions applicable to the Transport Interconnect Service are, where relevant, to be included in the Interconnect Agreement.

A Half-link is put at the disposal of the Operator for a fixed initial contract period of one year. At the end of this period, the contract is tacitly renewed for an unlimited period of time. The one-year term starts on the day following the date on which the Half-link is put at the disposal of the Operator. The Operator can terminate the contract at any moment, provided that the requested termination date (i.e. the date at which the contract for the Half-link concerned will be terminated and the Half-link concerned will be taken out of service) is at least 15 calendar days later than the day following the receipt of the notification of the cancellation. If the termination date is before the end of the initial one-year contract period, a cancellation fee corresponding to the rental fee for the cancelled Half-link for the period between the termination date and the end of the initial contract period will have to be paid by the Operator.

15. Financial Guarantees

Notwithstanding anything to the contrary in the Interconnection Agreement, in order to guarantee the payment by the Operator of the prices due for Interconnect Services provided by Proximus that are invoiced on a monthly basis, the Operator will provide Proximus with a monthly prepayment based on the average of the monthly net amount due by the Operator after netting of invoices during three months. Interconnect Services provided a netting Agreement which includes a.o. the procedure described in Annex 6B is signed with the Operator. If no Netting Agreement is signed with the Operator, the amount of the prepayment shall be based on the average of the invoices Interconnect Services issued by Proximus during three months³⁰. The amount of the guarantee shall be reviewed every three months. The terms and conditions of this prepayment are described in Annex 6A.

This monthly prepayment will not be required in the following circumstances :

- The Operator has sufficient creditworthiness as evidenced by either of the following alternatives:
 - a. the Operator has obtained a "Ba2" rating or above for its debt (Moody's);
 - b. the Operator has obtained a rating similar to Moody's "Ba2" rating, provided that (i) such rating is generally accepted by the market as giving similar reliability as Moody's, (ii) such rating is generally reviewed and updated on a regular basis; or

³⁰ At the request of the Operator, a seasonal effect, if demonstrated, will be taken into account in accordance with the rule to be defined by Proximus.

c. Proximus has obtained a credit limit from an independent credit insurer accepted by both Parties for an amount equal to three months of interconnect invoices due by the Operator (after netting, in the event that a Netting Agreement has been signed with such Operator);

d. The payment behaviour of the Operator for the last 12 months shows no default or delay of payment for any non disputed invoices related to the Interconnect services provided by Proximus to the Operator. Notwithstanding the foregoing, Proximus shall be entitled to request a financial guarantee as provided in the present chapter or issue pre-payment invoices to the Operator if particular circumstances justify the existence of a particular financial risk. Such particular circumstances shall a.o. deem to be present if Proximus produces a report from an independent credit insurer certifying that credit to the Operator cannot be insured at normal market conditions.

In the event that, in the course of the Interconnect Agreement, the Operator would lose the above described credit worthiness (either through the loss of "Ba2" credit rating or similar, or through the credit limit being no longer sufficient to cover three months of interconnect invoices, or upon the occurrence of any default or delay of payment or of any particular circumstances as defined in point d. here-above), the Operator will have to provide Proximus with a pre-payment or with another financial guarantee as defined in the present chapter within 5 working days from Proximus' request thereto.

- The Operator obtains an irrevocable and unconditional parent corporation guarantee for the debts incurred by the Operator in the application of the Interconnect Agreement, provided that such parent company is issued by a company that has sufficient creditworthiness as defined above. In the event that, in the course of the Interconnect Agreement, the Parent Company would lose the above described credit worthiness (either through the loss of "Ba2" credit rating or similar, or through the credit limit being no longer sufficient to cover three months of interconnect invoices), the Operator will provide Proximus with a pre-payment or with another financial guarantee as described in the present chapter within 5 working days of the request of Proximus;
- The Operator has constituted a Deposit on an escrow account with a reputable bank or financial institution established in the EU. The amount of that deposit will be equal to an estimate of three months of net amount due by the Operator after netting of invoices for Interconnect Services issued by both Parties, provided a Netting Agreement which includes a.o. the procedure described in Annex 6B. is signed between the Parties. If no Netting Agreement is signed, the amount of the deposit will be equal to an estimate of three months of Proximus's invoices for Interconnect Services. Based on the actual traffic exchanged between the Parties, the Operator and Proximus will have the right to require an adaptation of the amount of the deposit every six months. In case of default by the Operator to pay sums due under the interconnect agreement, the sums deposited on the escrow account will accrue to Proximus. The interests accrued on the escrow account will be payable to the Operator. In the event the sums deposited are accrued to Proximus, Operator will provide Proximus with a pre-payment or with another financial guarantee as defined in the present chapter within 5 working days of the request of Proximus;
- The Operator has provided Proximus with a Irrevocable and unconditional bank guarantee on first demand issued by a reputable bank or financial institution established in the EU. That bank guarantee will be issued for a minimum period of three years and for an amount equal to an estimate of three months of net amount due by the Operator after netting of invoices for Interconnect Services issued by both Parties, provided a Netting Agreement which includes a.o. the procedure described in Annex 6B. is signed between the Parties. If no Netting Agreement is signed, the amount of the bank guarantee will be equal to an estimate of three months of Proximus Interconnect invoices. Based on the actual traffic exchanged between the Parties, OLO and Proximus will have the right to require an adaptation of the amount of the bank guarantee every six months. Upon the expiration of the bank guarantee or after the Operator has called upon the bank guarantee, the Operator shall provide Proximus with a pre-payment

or with another financial guarantee as defined in the present chapter, within 5 working days of the request thereto from Proximus.

Without prejudice to any other legal or contractual remedies and notwithstanding anything to the contrary in the Interconnection Agreement, in the event OLO fails to pay on due time any amount due under the Pre-payment conditions as defined in the present section and in Annex 6A, Proximus shall be entitled to execute the following alternatives until full payment is made :

- suspension of the Interconnect Services in accordance with the Communication of BIPT of 11 June 2003;
- refusal in writing of any new IC link or Half Link order and of any new CPS request subject to prior approval of BIPT;
- refusal in writing of any other new Interconnect Services.

16. Pricing for Proximus Services

All prices indicated below are expressed in Euro or eurocent and are exclusive of any taxes³¹.

16.1 Access to an Access Point

The rental fees mentioned below will be invoiced at the 1st day of the month to which they are related (payment however is due at the latest 30 calendar days after the end of the month to which they are related).

16.1.1 Access to a Local Access Point

Installation fee per 2 Mbit/s system: 347,45 EUR

Monthly fee per 2 Mbit/s system: 122,12 EUR

Proximus draws the attention of the Operator to the fact that, due to the phasing out of the manufacturing of digital exchanges by the traditional switch providers of Proximus, no guarantees can be given with respect to the feasibility, the lead-time of future extensions and adaptation works in Proximus's Local Access Gateway Exchange(s). Proximus will nevertheless use its best efforts to meet each reasonable request introduced by the Operator concerning the interconnection to Local Access Gateway Exchanges.

³¹ The compensation for test links is not included in the prices mentioned in Chapter 16.

16.1.2 Access to an Area Access Point

Installation fee per 2 Mbit/s system: 347,45 EUR

Rental fees:

- a. The Operator Interconnect Links are equally distributed over both Area Access Points of a same Access Area:
Monthly fee per 2 Mbit/s system: 122,12 EUR
- b. The Operator Interconnect Links are not equally distributed over both Area Access Points of a same Access Area:

Monthly fee per 2 Mbit/s system: 122,12 EUR

Additional monthly fee for each 2 Mbit/s system extended by Proximus to the other Area Access Point:

- In Access Areas Antwerpen, Brussel, Gent, Liège and Namur:

26,31 EUR

- In all other Access Areas: 165,96 EUR ³²

16.2 Terminating Access Services

Each Successful Call will give rise to 2 charges: a fixed set-up charge and a duration charge taking into account the Chargeable Call Duration measured on a per second basis. Unsuccessful Calls are not charged.

Peak period: 08:00 to 19:00 from Monday through Friday, excluding Belgian legal holidays

Off Peak period: all other periods of time.

³² The compensation for test links is not included in the prices mentioned in Chapter 16.

16.2.1 Calls directed to Proximus geographic numbers

(all values in eurocent)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
Local	0,327	0,171	0,536	0,281
Intra Access Area	0,456	0,239	0,748	0,392
Extra Access Area	0,567	0,298	0,931	0,488

16.2.2 Calls to Emergency Numbers

16.2.2.1 Calls to 100,101, 110 and 112

(all values in eurocent)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
Intra Access Area	2,536	2,319	0,748	0,392
Extra Access Area	2,647	2,378	0,931	0,488

16.2.2.2 Calls to 102, 103, 104, 106, 107 and 108

(all values in eurocent)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
Intra Access Area	0,456	0,239	0,748	0,392
Extra Access Area	0,567	0,298	0,931	0,488

16.2.2.3 Calls to Emergency Services which are not identified by 3 Digits

In case the Emergency Services are addressed by the geographic numbers characterising the network termination points of the Emergency Services concerned, the same prices apply as those indicated in §16.2.1

In case the Emergency Services are addressed by a 0800 or a 070 number, the following prices will be charged to the Operator:

(all values in eurocent)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
Intra Access Area	1,311	0.687	0,748	0,392
Extra Access Area	1,422	0.746	0,931	0,488

16.3 Collecting Access Services

16.3.1 CPS bringing into service one-time fee

CPS bringing into service one-time fee: 19.000EUR

16.3.2 One-time fee for the activation of CPS on a particular end-user line

One-time fee for the activation of CPS on a Simple Installation: 4,65 EUR

One-time fee for the activation of CPS on a Complex Installation: 14,99 EUR

This one-time fee will be charged by Proximus for the first CPS activation on an end-user's line as well as for each subsequent activation of CPS requested by the same end-user on this line.

16.3.3 Conveyance of Calls by means of a Collecting Access Service

(all values in eurocent)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
Local	0,327	0,171	0,536	0,281
Intra Access Area	0,456	0,239	0,748	0,392

Each Successful Call will give rise to 2 charges: a fixed set-up charge and a duration charge taking into account the Chargeable Call Duration measured on a per second basis. If more than 50% of the Calls which are handed over during a complete uninterrupted tariff period of a particular day, are Unsuccessful Calls, including in particular the Calls rejected by the Operator's platform on the basis of the received CLI, the set-up charge will also be applied for each Unsuccessful Call above this threshold.

Peak period: 08:00 to 19:00 from Monday through Friday, excluding Belgian legal holidays

Off Peak period: all other periods of time.

16.4 Access Service to VAS numbers of the Operator

The charges mentioned in this §16.4 are based on the information related to the situation at the time of approval of this Reference Interconnect Offer. Changes in the parameters of this situation that have been taken into account for establishing the mentioned charges and having a significant impact on some of these charges, will result in a modification of the relevant charges. This modification will be subject to BIPT approval.

Each Successful Call will give rise to 2 charges: a fixed set-up charge and a duration charge taking into account the Chargeable Call Duration measured on a per second basis.

Peak period: 08:00 to 19:00 from Monday through Friday, excluding Belgian legal holidays

Off Peak period: all other periods of time.

16.4.1 Freephone numbers of the Operator

From an ordinary network termination point:

(all values in eurocent)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
Local	1,204	0,632	0,736	0,386
Intra Access Area	1,342	0,704	0,962	0,505
Extra Access Area	1,463	0,768	1,161	0,609

From a Proximus payphone:

(all values in eurocent)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
Local	1,204	0,632	12,387	12,037
Intra Access Area	1,342	0,704	12,613	12,156
Extra Access Area	1,463	0,768	12,812	12,260

16.4.2 Split Charging, Premium rate, Infokiosk and Universal Number numbers of the Operator

16.4.2.1 Split Charging numbers of the Operator

The following charges will be paid by Proximus to the Operator:

(all values in eurocent)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
Local	1,614	2,187	2,062	0,983
Intra Access Area	1,476	2,114	1,836	0,864
Extra Access Area	1,355	2,051	1,637	0,760

16.4.2.2 Premium Rate numbers of the Operator with fixed charging

The following charges will be paid by Proximus to the Operator:

(all values in eurocent)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
Local 0900	1,614	2,187	33,620	33,495
0902	1,614	2,187	56,415	56,290

0903	1,614	2,187	85,392	85,267
<i>Intra Access Area</i>				
0900	1,476	2,114	33,393	33,376
0902	1,476	2,114	56,189	56,171
0903	1,476	2,114	85,165	85,148
<i>Extra Access Area</i>				
0900	1,355	2,051	33,194	33,272
0902	1,355	2,051	55,989	56,067
0903	1,355	2,051	84,966	85,044

16.4.2.3 Premium Rate numbers of the Operator with flexible charging and single drop

The following charge paid by Proximus to the Operator results from the following calculation: X - (A + BX), in which X represents the end user tariff, determined by the Operator. The values of the coefficients A and B are defined in the following tables:

Coefficient A:

(all values in eurocent)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
Local				
0905 and 0909 (except 09093)	2,404	1,832	1,988	1,716
<i>Intra Access Area</i>				
0905 and 0909 (except 09093)	2,542	1,904	2,214	1,834
<i>Extra Access Area</i>				
0905 and 0909 (except 09093)	2,663	1,968	2,413	1,939

Coefficient B:

(all values in %)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak

Local				
0905	6,50	6,50	0,00	0,00
0909 (except 09093)	6,50	6,50	6,50	6,50
<i>Intra Access Area</i>				
0905	6,50	6,50	0,00	0,00
0909 (except 09093)	6,50	6,50	6,50	6,50
<i>Extra Access Area</i>				
0905	6,50	6,50	0,00	0,00
0909 (except 09093)	6,50	6,50	6,50	6,50

16.4.24 Infokiosk numbers of the Operator

The following charges will be paid by Proximus to the Operator:

(all values in eurocent)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
Local	1,614	2,187	33,620	33,495
Intra Access Area	1,476	2,114	33,393	33,376
Extra Access Area	1,355	2,051	33,194	33,272

16.4.25 Universal Number numbers of the Operator

The following charges will be paid by Proximus to the Operator:

(all values in eurocent)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
Local	1,614	2,187	13,622	6,813
Intra Access Area	1,476	2,114	13,396	6,695
Extra Access Area	1,355	2,051	13,197	6,590

16.5 Access Service for Calls to 0797 numbers of the Operator

The price for the Access Service for Calls to 0797 numbers of the Operator is the sum of the prices of the following constituent services:

16.5.1 Collecting Access Service

The prices and conditions are identical to those indicated in §16.3.3.

16.5.2 IN Set-up Query

The fee for IN Set-up Query for each Successful Call is (*all values in Eurocent*):

IN Set-up Charge	
Peak	Off Peak
0,461	0,243

Peak period: 08:00 to 19:00 from Monday through Friday, excluding Belgian legal holidays

Off Peak period: all other periods of time.

16.5.3 Retail Services

The fee for the retail services offered by Proximus in conjunction with the Access Service for Calls to 0797 numbers of the Operator is (*all values in Eurocent*):

Duration charge (per min)	
Peak	Off Peak
0,012	0,007

Peak period: 08:00 to 19:00 from Monday through Friday, excluding Belgian legal holidays

Off Peak period: all other periods of time.

16.6 Transit Service

(all values in eurocent)

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
Intra Access Area	0,262	0,137	0,429	0,225
Extra Access Area	0,383	0,201	0,628	0,330

Peak period: 08:00 to 19:00 from Monday through Friday, excluding Belgian legal holidays

Off Peak period: all other periods of time.

16.7 Interconnect Link Service ³³

Protection of Interconnect Links is not included in the indicated prices (see §10.2).

16.7.1 Customer-sited Interconnect Link

16.7.1.1 Customer-sited Interconnect Link connected to a Proximus Area Access Point

One-time installation fee per 2 Mbit/s link which is part of one and the same Interconnect Link:

(all values in EUR)

for the first 2 Mbit/s link	for each of the subsequent 2 Mbit/s links
minimum contract duration	minimum contract duration
4, 2 or 1 years	4, 2 or 1 years
2.107,09	1.239,47

³³ The installation fees indicated in this §16.7 do not include the cabling within the private domain of the Operator or of a Third Party. Moreover, the prices indicated in this §16.7 are only applicable in case no fee nor other compensation is due by Proximus to the Operator in respect of the presence of Proximus equipment installed in the premises of the Operator or of a Third Party.

Monthly rental fees per 2 Mbit/s link which is part of one and the same Interconnect Link

(all values in EUR)

Type of Interconnect Link	number of 2 Mbit/s links in Interconnect Link <=8			number of 2 Mbit/s links in Interconnect Link >8		
	minimum contract duration			minimum contract duration		
	4 years	2 years	1 year	4 years	2 years	1 year
Interconnected AP's ³⁴ located in same telephone zone ³⁵	149,71	202,99	309,57	114,06	145,14	207,31
Interconnected AP's located in different telephone zones but in the same Proximus Access Area	178,15	231,44	338,01	142,50	173,58	235,75
Interconnected AP's located in different Proximus Access Areas ³⁶	195,20	248,49	355,06	159,55	190,63	252,80

The above mentioned rental fees will be invoiced at the 1st day of the month to which they are related (payment however is due at the latest 30 calendar days after the end of the month to which they are related).

³⁴ AP: Access Point.

³⁵ The telephone zones are listed in Annex 1.

³⁶ The indicated price is only applicable in case the AP of the Operator is the nearest AP of the Operator located in another Access Area with respect to the Proximus AP considered.

16.7.1.2 Customer-sited Interconnect Link connected to a Proximus Local Access Point

One-time installation fee per 2 Mbit/s link which is part of one and the same Interconnect Link :

(all values in EUR)

for the first 2 Mbit/s link	for each of the subsequent 2 Mbit/s links
minimum contract duration	minimum contract duration
4, 2 or 1 years	4, 2 or 1 years
2.107,09	1.239,47

Monthly rental fees per 2 Mbit/s link which is part of one and the same Interconnect Link

(all values in EUR)

Type of Interconnect Link	minimum contract duration		
	4 years	2 years	1 year
Interconnected AP's ³⁷ connected to the same local distribution frame	175,56	225,74	326,11
Interconnected AP's located in same telephone zone ³⁸ , but connected to different local distribution frames	176,25	226,43	326,79
Interconnected AP's located in different telephone zones but in the same Proximus Access Area	213,06	263,24	363,60
Interconnected AP's located in different Proximus Access Areas	235,22	285,40	385,77

³⁷ AP: Access Point.

³⁸ The telephone zones are listed in Annex 1.

The above mentioned rental fees will be invoiced at the 1st day of the month to which they are related (payment however is due at the latest 30 calendar days after the end of the month to which they are related).

16.7.2 In-Span Interconnect Link

- a. Fee for the establishment of a quotation: based on the manpower cost of 61,48 EUR/hour or 90,21 EUR/hour, depending on the qualification of the staff members involved
- b. One-time installation costs (in EUR): to be paid at the ringing into service date of the In-Span Interconnect Link

- per In-Span Interconnect Link:

$$4.238,73 + 41,58 \times L1 + 31,06 \times L2 + 22,31 \times L3$$

- per multiple of four 2 Mbit/s links included in the Interconnect Link:

$$421,63 + 13,71 \times L3$$

L1: length of outdoor optical fibre cable expressed in meter between the Demarcation Point in the footway box and the transition point in the Proximus building
L2: length of indoor optical fibre cable expressed in meter between the transition point and the multiplexer
L3: length of indoor electrical cable expressed in meter between the multiplexer and the DDF

- c. Annual fee (in EUR):

There are 3 possible amounts depending on the total number of 2 Mbit/s links included in the Interconnect Link:

1 - 21 : 2528,04

22 - 42 : 2.528,04

43 - 63 : 2.528,04 to be paid at the bringing into service date of the In-Span Interconnect Link and every year thereafter

16.7.3 Proximus-sited Interconnect Link

- a. Indoor cabling of 2 Mbit/s links from the Operators' Room up to the DDF:

An indoor cable will be provided and installed by Proximus from the Operators' Room up to the Digital Distribution Frame (DDF) associated with the Access Point. The Proximus offer will in particular be based on the following elements:

- cable: taking into account the type of cable used and the actual length of the cable
- installation: 61,48 EUR/man-hour
- transmission equipment: when applicable, to be calculated depending on the length of the indoor cable.

- b. Various costs

Each Proximus offer related to colocation will include a compensation for the study costs, management and administrative costs related with the realization of the relevant aspects of colocation. These costs will be shared among all Operators making use of colocation to the extent they are related to common installation costs.

16.8 Fees related to the introduction of non-geographic numbers of the Operator in Proximus switching equipment

- a. The following table indicates which types of interventions are needed for the introduction of the various categories of non-geographic numbers:

15, 16, 17, 18XX	- Adaptation of each Area AGE of each concerned Access Area - Adaptation of each interconnected Local AGE
0797 numbers	- Adaptation of each Area AGE of each concerned Access Area (note 1) - Adaptation of each Local Exchange - Adaptation of each interconnected Local AGE (note 2) - Intervention on an IN platform
HTR VAS numbers	- Adaptation of each Area AGE (note 1) - Adaptation of each Local Exchange - Adaptation of each interconnected Local AGE (note 2) - Intervention on an IN platform
Non-HTR VAS numbers	- Adaptation of each Area AGE (note 1) - Adaptation of each interconnected Local AGE (note 2) - Intervention on an IN platform

Note 1: Adaptation of Area AGE's is only needed for the first request when opening 0797, HTR VAS or Non-HTR VAS numbers.

Note 2: If an interconnect Local AGE has not been adapted for Access Service to Calls to VAS and 0797 numbers of the Operator, then the same conditions as for the adaptation of an Local Exchange will apply for the implementation of the number series concerned in the considered Local AGE.

The following prices are applicable for each type of intervention (one-time charges)

(all values in EUR)

Adaptation of a Local Exchange (Note 3)	61,48
Adaptation of an Local AGE (Note 3)	122,96
Adaptation of an Area AGE (Note 3)	153,70
Intervention on an IN platform (Note 4)	46,11
Additional charge per order	553,32

Note 3: The indicated one-time charges are valid for a maximum of 10 number series of the type 15AB, 16AB, 17AB, 18AB, 0800A, 0800AB, 078AB, 078ABC, These 10 number series can be shared by multiple Operators as far as there is an agreement between all operators about a common planning for implementation . Proximus will invoice each Operator for the charges concerned in proportion of the number of number series requested. The indicated one-time charges are also due for any subsequent introduction of new number series or for the modification of the existing number series

Note 4: The indicated one-time charge is due per non-geographic number series to be implemented)

- b. One-time charge for the adaptation of a Local or Area AGE in order to change the routing of calls to already implemented non-geographic numbers at the request of the Operator (e.g. due to the establishment of an interconnection at the AGE concerned) (all values in EUR)

Local AGE	122,96
Area AGE	153,70
Additional charge per order	553,32

16.9 Fees for Proximus Half-links ³⁹

16.9.1 Customer-sited Half-links ⁴⁰

16.9.1.1 Installation Fee

The installation fees for Customer-sited Half-links between the same two end-points indicated in the following table are due for each end-point located outside a Proximus building.

³⁹ The fees indicated in this §16.9 do not include the cabling within the private domain of a Third Party, nor the costs related to co-location of the Operator's transmission equipment in Proximus's premises. Protection of Half-links is not included in the indicated prices.

⁴⁰ The prices indicated in this §16.9.1 are applicable in case no fee nor other compensation is due by Proximus to the Operator in respect of the presence of the Proximus equipment installed in the premises of the Operator or of a Third Party.

(all values in EUR)

Bit rate	For the First Half-link	For each of the subsequent Half-links
64 - 128 kbit/s	619,73	619,73
256 up to 1024 kbit/s	1.239,47	1.239,47
2 Mbit/s	2.107,09	1.239,47
34 Mbit/s (*)	2.478,94	1.239,47

(*) The mentioned installation fees for 34 Mbit/s are only valid in case fibre cable infrastructure is available in the access network. If this is not the case, Proximus will make a specific offer taking the local situation into account.

16.9.1.2 Rental Fee

The rental fees mentioned hereafter will be invoiced at the 1st day of the month to which they are related (payment however is due at the latest 30 calendar days after the end of the month to which they are related).

16.9.1.2.1 Local Half-links

Local Half-links are Half-links of which both end-points are connected to the same Proximus local distribution frame.

Monthly rental fee per Local Half-link:

(all values in EUR)

64 kbit/s	143,41
128 kbit/s	162,09
256 kbit/s	232,89
384 kbit/s	274,82
512 kbit/s	316,75
640 kbit/s	358,68
2 Mbit/s	518,84
34 Mbit/s	1.116,72

16.9.12.2

Half-links which are not Local Half-links

The rental prices of Half-links which are not Local Half-links will depend on the respective location of the two end-points of the Half-link. Belgium has been divided in a number of zones of 4 types called Zone 1, Zone 2, Zone 3 and Zone 4 (represented as Z1, Z2, Z3 and Z4). The zones applicable for Half-links are the same as the zones applicable for national Leased Lines offered by Proximus. The exact location of the zones can be found at Proximus's website (www.Proximus.be). The rental price will depend on the type of zone in which each of the end-points of the Half-link is located:

- If both end-points of the Half-link are located in the same zone, the rental fee will depend on the distance between the end points of the Half-link and on the type of the zone
- If the end-points of the Half-link are located in different zones the rental price will depend on the distance between the end points of the Half-link and the types of the zones in which the respective end-points are located.

The monthly rental fee for a Customer-sited Half-link is indicated in the tables below (all values in EUR/month). Rental fees for each bit rate depend on the distance between the end-points of the Half-link. The distance to be taken into account is the straight line distance between the Proximus local distribution frames to which the Demarcation Point and the Proximus end-user termination point are respectively directly connected.

64 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	160,69	216,93
Z1-Z1	168,72	238,62
Z1-Z2	171,13	245,13
Z1-Z3	172,74	249,47
Z1-Z4	175,15	255,98
Z2-Z2 (same zone)	164,71	227,78
Z2-Z2	173,54	251,65
Z2-Z3	175,95	258,14
Z2-Z4	178,36	264,65
Z3-Z3 (same zone)	168,72	238,62
Z3-Z3	177,56	262,49
Z3-Z4	179,17	266,83
Z4-Z4	180,77	271,16

128 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	190,29	271,95
Z1-Z1	199,80	299,14

Z1-Z2	202,66	307,31
Z1-Z3	204,56	312,75
Z1-Z4	207,41	320,90
Z2-Z2 (same zone)	195,05	285,56
Z2-Z2	205,51	315,46
Z2-Z3	208,37	323,63
Z2-Z4	211,22	331,78
Z3-Z3 (same zone)	199,80	299,14
Z3-Z3	210,27	329,07
Z3-Z4	212,17	334,51
Z4-Z4	214,07	339,95

256 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	274,86	392,82
Z1-Z1	288,60	432,10
Z1-Z2	292,73	443,89
Z1-Z3	295,48	451,75
Z1-Z4	299,60	463,52
Z2-Z2 (same zone)	281,73	412,47
Z2-Z2	296,85	455,67
Z2-Z3	300,97	467,46
Z2-Z4	305,10	479,24
Z3-Z3 (same zone)	288,60	432,10
Z3-Z3	303,72	475,32
Z3-Z4	306,47	483,17
Z4-Z4	309,22	491,03

384 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	338,29	483,47

Z1-Z1	355,21	531,81
Z1-Z2	360,28	546,32
Z1-Z3	363,66	555,99
Z1-Z4	368,74	570,49
Z2-Z2 (same zone)	346,75	507,64
Z2-Z2	365,35	560,82
Z2-Z3	370,43	575,32
Z2-Z4	375,50	589,83
Z3-Z3 (same zone)	355,21	531,81
Z3-Z3	373,81	584,99
Z3-Z4	377,19	594,66
Z4-Z4	380,58	604,33

512 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	412,29	589,22
Z1-Z1	432,91	648,16
Z1-Z2	439,10	665,82
Z1-Z3	443,22	677,61
Z1-Z4	449,40	695,30
Z2-Z2 (same zone)	422,61	618,68
Z2-Z2	445,28	683,50
Z2-Z3	451,47	701,18
Z2-Z4	457,64	718,86
Z3-Z3 (same zone)	432,91	648,16
Z3-Z3	455,59	712,96
Z3-Z4	459,72	724,75
Z4-Z4	463,84	736,52

640 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	486,29	694,98
Z1-Z1	510,61	764,48
Z1-Z2	517,90	785,34
Z1-Z3	522,77	799,24
Z1-Z4	530,06	820,08
Z2-Z2 (same zone)	498,45	729,74
Z2-Z2	525,20	806,18
Z2-Z3	532,49	827,04
Z2-Z4	539,79	847,88
Z3-Z3 (same zone)	510,61	764,48
Z3-Z3	537,35	840,94
Z3-Z4	542,22	854,84
Z4-Z4	547,08	868,74

2048 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	444,87	667,31
Z1-Z1	467,12	734,04
Z1-Z2	473,79	754,06
Z1-Z3	478,24	767,41
Z1-Z4	484,91	787,43
Z2-Z2 (same zone)	456,00	700,68
Z2-Z2	480,46	774,08
Z2-Z3	487,14	794,10
Z2-Z4	493,81	814,12
Z3-Z3 (same zone)	467,12	734,04
Z3-Z3	491,59	807,45
Z3-Z4	496,03	820,79
Z4-Z4	500,48	834,14

2048 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	444,87	667,31
Z1-Z1	467,12	734,04
Z1-Z2	473,79	754,06
Z1-Z3	478,24	767,41
Z1-Z4	484,91	787,43
Z2-Z2 (same zone)	456,00	700,68
Z2-Z2	480,46	774,08
Z2-Z3	487,14	794,10
Z2-Z4	493,81	814,12
Z3-Z3 (same zone)	467,12	734,04
Z3-Z3	491,59	807,45
Z3-Z4	496,03	820,79
Z4-Z4	500,48	834,14

16.9.2 Proximus-sited Half-links ⁴¹

16.9.2.1 Installation Fee

The installation fees for Proximus-sited Half-links between the same two end-points are indicated in the following table:

(all values in EUR)

Bit rate	For the First Half-link	For each of the subsequent Half-links
64 - 128 kbit/s	619,73	619,73
256 up to 1024 kbit/s	1.239,47	1.239,47
2 Mbit/s	2.107,09	1.239,47
34 Mbit/s (*)	2.478,94	1.239,47

⁴¹ The prices included in this §0 are applicable in case the Demarcation Point is located in the Proximus buildings referred to in Chapter 14 and which are located in Antwerpen, Brussel, Charleroi, Gent, Hasselt, Kortrijk, Leuven, Mons, Liège and Namur.

(*) The mentioned installation fees for 34 Mbit/s are only valid in case fibre cable infrastructure is available in the access network. If this is not the case, Proximus will make a specific offer taking the local situation into account.

16.9.2.2 Rental Fee

The general principles stated in §16.9.1.2 for Customer-sited Half-links are also applicable to Proximus-sited Half-links. For Proximus-sited Half-links one of the end points is the Demarcation Point located in the Proximus building. The division of the country according to 4 types of zones is identical for Customer-sited and for Proximus-sited Half-links.

16.9.2.2.1 Local Half-links

Local Half-links are Half-links of which both end-points are connected to the same Proximus local distribution frame.

Monthly rental fee per Local Half-link:

64 kbit/s	76,23
128 kbit/s	90,05
256 kbit/s	129,38
384 kbit/s	152,70
512 kbit/s	175,98
640 kbit/s	199,27
2 Mbit/s	267,21
34 Mbit/s	656,89

16.9.2.2.2 Half-links which are not Local Half-links

The monthly rental fee for a Proximus-sited Half-link is indicated in the tables below (all values in EUR/month). Rental fees for each bit rate depend on the distance between the end-points of the Half-link. The distance to be taken into account is the straight line distance between the Proximus local distribution frames to which the Demarcation Point and the Proximus end-user termination point are respectively directly connected.

64 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	98,54	170,99
Z1-Z1	139,76	209,66
Z1-Z2	142,17	216,17
Z1-Z3	143,77	220,50

Z1-Z4	146,18	227,01
Z2-Z2 (same zone)	103,47	179,55
Z2-Z2	144,58	222,68
Z2-Z3	146,99	229,17
Z2-Z4	149,40	235,68
Z3-Z3 (same zone)	108,40	188,10
Z3-Z3	148,59	233,53
Z3-Z4	150,20	237,86
Z4-Z4	123,18	213,75

128 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	122,26	212,33
Z1-Z1	165,50	264,84
Z1-Z2	168,36	273,01
Z1-Z3	170,26	278,45
Z1-Z4	173,11	286,60
Z2-Z2 (same zone)	128,37	222,94
Z2-Z2	171,21	281,16
Z2-Z3	174,06	289,33
Z2-Z4	176,92	297,48
Z3-Z3 (same zone)	134,48	233,56
Z3-Z3	175,97	294,77
Z3-Z4	177,87	300,21
Z4-Z4	152,82	265,41

256 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	176,59	306,70
Z1-Z1	239,06	382,55
Z1-Z2	243,18	394,35

Z1-Z3	245,93	402,20
Z1-Z4	250,05	413,97
Z2-Z2 (same zone)	185,43	322,03
Z2-Z2	247,30	406,12
Z2-Z3	251,43	417,91
Z2-Z4	255,55	429,69
Z3-Z3 (same zone)	194,25	337,37
Z3-Z3	254,17	425,77
Z3-Z4	256,92	433,63
Z4-Z4	220,74	383,36

384 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	217,33	422,48
Z1-Z1	294,22	470,83
Z1-Z2	299,30	485,33
Z1-Z3	302,68	495,00
Z1-Z4	307,76	509,51
Z2-Z2 (same zone)	228,21	446,66
Z2-Z2	304,37	499,84
Z2-Z3	309,45	514,34
Z2-Z4	314,52	528,85
Z3-Z3 (same zone)	239,07	470,83
Z3-Z3	312,83	524,01
Z3-Z4	316,21	533,68
Z4-Z4	271,67	543,35

512 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	264,88	514,90
Z1-Z1	358,58	573,84

Z1-Z2	364,78	591,49
Z1-Z3	368,90	603,29
Z1-Z4	375,08	620,97
Z2-Z2 (same zone)	278,12	544,36
Z2-Z2	370,95	609,18
Z2-Z3	377,15	626,86
Z2-Z4	383,32	644,54
Z3-Z3 (same zone)	291,37	573,84
Z3-Z3	381,27	638,63
Z3-Z4	385,39	650,43
Z4-Z4	331,10	662,20

640 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	312,42	607,32
Z1-Z1	422,95	676,82
Z1-Z2	430,24	697,68
Z1-Z3	435,10	711,58
Z1-Z4	442,40	732,42
Z2-Z2 (same zone)	328,05	642,08
Z2-Z2	437,54	718,52
Z2-Z3	444,83	739,38
Z2-Z4	452,12	760,22
Z3-Z3 (same zone)	343,66	676,82
Z3-Z3	449,69	753,28
Z3-Z4	454,56	767,18
Z4-Z4	390,54	781,08

2048 kbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	267,21	489,65

Z1-Z1	289,46	556,38
Z1-Z2	296,13	576,40
Z1-Z3	300,58	589,75
Z1-Z4	307,25	609,77
Z2-Z2 (same zone)	278,34	523,02
Z2-Z2	302,80	596,42
Z2-Z3	309,48	616,44
Z2-Z4	316,15	636,46
Z3-Z3 (same zone)	289,46	556,38
Z3-Z3	313,93	629,79
Z3-Z4	318,37	643,13
Z4-Z4	322,82	656,48

34 Mbit/s	0-5 km	5-20 km
Z1-Z1 (same zone)	826,96	2.203,82
Z1-Z1	895,81	2.479,19
Z1-Z2	916,46	2.561,80
Z1-Z3	930,23	2.616,88
Z1-Z4	950,88	2.699,49
Z2-Z2 (same zone)	861,38	2.341,51
Z2-Z2	937,11	2.644,42
Z2-Z3	957,76	2.727,03
Z2-Z4	978,42	2.809,64
Z3-Z3 (same zone)	895,81	2.479,19
Z3-Z3	971,53	2.782,10
Z3-Z4	985,30	2.837,18
Z4-Z4	999,07	2.892,25

16.10 Stand-alone STP

16.10.1 SA-STP Access

No fee will be applied by Proximus as a result of a BIPT decision.

16.10.2 Annual Fee resulting from the Interconnection to Proximus Local Access Points

No fee will be applied by Proximus as a result of a BIPT decision.

17. **ANNEX 1: List of the Area Access Points and Telephone Zones**

Access Area	Number of Area Access Points	Included Telephone Zones
Antwerpen:	2	03
Bruxelles:	2	02
Gent:	2	09 (*), 052, 053, 054, 055
Kortrijk-Assebroek:	2	050, 051, 056, 057, 058, 059
Liège:	2	04 (*), 019, 080 (*), 085, 086, 087
Leuven-Hasselt:	2	013, 014, 015, 016, 011, 012, 089
Mons-Charleroi:	2	065, 068, 069, 071, 060, 064, 067
Namur:	2	081, 082, 083, 084, 061, 063, 010

(*) : for the sake of clarity, it is confirmed that where the present Reference Interconnect Offer makes a reference to the zone codes indicated above, it should be noted that this is limited to the numbers which identify fixed network termination points. In particular, 09 and 04 are respectively limited to the number series 092, 093 and 042, 043. As far as the code 080 is concerned, the numbers starting with 0800 are excluded.

The names of the Access Areas are based upon the names of the cities (or agglomerations) in which the Area Access Points are located.

The precise addresses of the sites where Area Access Points are located can be obtained by the Operator via the Proximus website mentioned in Chapter 2.

18. ANNEX 2: Practical Information

Requests for Proximus documents mentioned in the present Reference Interconnect Offer can be made in writing by interested parties at the following Proximus contact point:

Proximus
Carrier & Wholesale
Boulevard du Roi Albert II, 27
1030 Brussels
e-mail: wholesale@proximus.com

The transmission by Proximus of the documents mentioned above is subject to the prior signing of a confidentiality undertaking by the requesting party. Some documents are also available on Proximus secured website (to be found at www.proximuswholesale.be) which can be accessed by authorized parties after the receipt of a password.

Any requests for information related to the Reference Interconnect Offer should be addressed in writing to the above mentioned Proximus contact point. In particular, in the event of doubt as to the interpretation of the provisions of this Reference Interconnect Offer, Proximus should be contacted.

19. ANNEX 3A: Letter of authority for CPS (Dutch)

Toelating voor de activatie van de preselectie van de transporteur

(...)

naam voornaam:

straat nummer

postcode gemeente

Klantennummer

Hoofdtelefoonnummer*: -----

*nummers gerelateerd aan het hoofdtelefoonnummer/reeks van nummers (MSN):

-----,-----,-----,-----,-----,-----

De titularis van de hierboven vermelde telefoonnummers, vraagt dat zijn telefoonoproepen automatisch via <carrier> passeert en geeft daartoe aan <carrier> het mandaat om hiervoor de nodige stappen uit te voeren.

Proximus blijft verantwoordelijk voor het aanbieden van de telefoonaansluiting en blijft ook het abonnement van de aansluiting en eventuele opties factureren.

De automatische behandeling van het telefoonverkeer door <carrier> wordt opgeheven indien:

- Het nummer of de nummers (of de reeks) van de telefoonaansluiting wordt gewijzigd en/of;
- De overeenkomst betreffende de telefoonaansluiting bij Proximus wordt opgezegd, overgedragen naar een andere klant of geannuleerd en/of;
- De klant vraagt dat zijn telefoonoproepen automatisch door een andere operator behandeld worden en/of;
- Er wordt een einde gemaakt aan de interconnectie diensten tussen <carrier> en Proximus.

Handtekening van de titularis van de nummers:

Datum:

20. ANNEX 3B: Letter of authority for CPS (French)

Autorisation d'activation de la présélection d'un opérateur

(...)

nom prénom

rue numéro

code postal commune

Numéro de client

Numéro de téléphone principal*

- numéros liés au numéro de téléphone principal/série de numéros (MSN) :

-----, -----, -----, -----, -----, -----

Le titulaire des numéros de téléphone ci-dessus demande que tous ses appels téléphoniques passent automatiquement par <CARRIER> et mandate <CARRIER> pour effectuer les démarches nécessaires.

Proximus reste responsable de la fourniture du raccordement téléphonique et continue à facturer l'abonnement du raccordement et les options éventuelles.

Le traitement automatique des appels par <CARRIER> cessera si :

- Le ou les numéros (ou la série) du raccordement téléphonique sont modifiés et/ou ;
- Le contrat relatif au raccordement téléphonique Proximus est résilié, cédé à un autre client ou annulé et/ou ;
- Le client demande que ses appels téléphoniques soient traités automatiquement par un autre opérateur et/ou ;
- Il est mis fin à l'interconnexion entre <CARRIER> et Proximus.

Signature du titulaire des numéros:

Date :

(...)

21. ANNEX 3C: Letter of authority for CPS deactivation (Dutch)

Toelating voor de deactivatie van de preselectie

(..)

naam voornaam:

straat nummer

postcode gemeente

Klantennummer

Hoofdtelefoonnummer* -----

*nummers gerelateerd aan het hoofdtelefoonnummer/reeks nummers (MSN):

-----,-----,-----,-----,-----,-----

De titularis van de hierboven gevraagde telefoonnummers vraagt dat al zijn telefoonoproepen terug via Proximus passeren en vraagt Proximus om de nodige stappen uit te voeren om de preselectie van de huidige operator op te heffen.

De titularis van de nummers moet zijn contractuele verplichtingen tegenover zijn huidige operator nakomen.

Het behandelen van de oproepen door Proximus wordt opgeheven indien contract met betrekking tot de telefoonaansluiting bij Proximus wordt opgezegd of geannuleerd, of indien de titularis vraagt dat zijn telefoonoproepen automatisch behandeld worden door een andere operator.

Handtekening van de titularis van de nummers:

Datum:

22. ANNEX 3D: Letter of authority for CPS deactivation (French)

Autorisation de désactivation de la présélection

(...)

nom

prénom

rue

numéro

code postal

commune

Numéro de client

Numéro de téléphone principal* -----

•numéros liés au numéro de téléphone principal/série de numéros (MSN) :

-----,-----,-----,-----,-----,-----

Le titulaire des numéros de téléphone ci-dessus demande que tous ses appels téléphoniques passent de nouveau par Proximus et demande à Proximus d'effectuer les démarches nécessaires pour annuler la présélection de son opérateur actuel.

Le titulaire des numéros doit remplir ses obligations contractuelles vis-à-vis de son opérateur actuel.

Le traitement des appels par Proximus cessera si le contrat relatif au raccordement téléphonique Proximus est résilié ou annulé ou si le titulaire demande que ses appels téléphoniques soient traités automatiquement par un autre opérateur.

Signature du titulaire des numéros:

Date :

(...)

23. ANNEX 3E: Letter of authority for CPS deactivation by the Operator (Dutch)

Toelating voor de deactivatie van de preselectie door de Operator

(...)

naam voornaam:

straat nummer

postcode gemeente

Klantennummer

Hoofdtelefoonnummer* -----

*nummers gerelateerd aan het hoofdtelefoonnummer/reeks nummers (MSN):

-----,-----,-----,-----,-----,-----

De titularis van de hierboven gevraagde telefoonnummers vraagt dat al zijn telefoonoproepen terug via Proximus passeren en vraagt Proximus via zijn huidige operator om de nodige stappen uit te voeren bij Proximus om de preselectie van de huidige operator op te heffen.

Vanaf het moment van de technische implementatie van de annulatie van de preselectie zal Proximus terug de oproepen factureren.

De titularis van de nummers moet zijn contractuele verplichtingen tegenover zijn huidige operator nakomen.

Het behandelen van de oproepen door Proximus wordt opgeheven indien contract met betrekking tot de telefoonaansluiting bij Proximus wordt opgezegd of geannuleerd, of indien de titularis vraagt dat zijn telefoonoproepen automatisch behandeld worden door een andere operator.

Handtekening van de titularis van de nummers:

Datum:

24. ANNEX 3F: Letter of authority for CPS deactivation by the Operator(French)

Autorisation de désactivation de la présélection par l'Opérateur

(...)

nom prénom

rue numéro

code postal commune

Numéro de client

Numéro de téléphone principal* -----

•numéros liés au numéro de téléphone principal/série de numéros (MSN) :

-----,-----,-----,-----,-----,-----

Le titulaire des numéros de téléphone ci-dessus demande que tous ses appels téléphoniques passent de nouveau par Proximus et demande Proximus via son opérateur actuel d'effectuer les démarches nécessaires auprès de Proximus pour annuler la présélection de son opérateur actuel.

Proximus facturera à nouveau les appels à partir de l'implémentation technique de l'annulation de la présélection.

Le titulaire des numéros doit remplir ses obligations contractuelles vis-à-vis de son opérateur actuel.

Le traitement des appels par Proximus cessera si le contrat relatif au raccordement téléphonique Proximus est résilié ou annulé ou si le titulaire demande que ses appels téléphoniques soient traités automatiquement par un autre opérateur.

Signature du titulaire des numéros:

Date :

(...)

25. ANNEX 4 Planning & Operations Document

(is provided separately)

26. ANNEX 5 Principles service level agreement (SLA) for Carrier Preselect

Prerequisites

1. Compensations set forth in this SLA can only be applied if the responsibility of the penalised party is unambiguously clear and only for those issues where an amount is set forth in this SLA.
2. Proximus must meet any reasonable market demand for CPS. In exceptional cases where Proximus considers a specific demand from an operator as unreasonable, a motivated request to be exempt from the obligations in this SLA can be filed with BIPT. BIPT can accept or reject this request.
3. In case of force majeure escalation towards BIPT is possible. BIPT might then decide to temporary suspend this SLA.
4. The objective of this SLA is to define a framework for collaboration between the CPS operator asking for activation of a carrier preselect on behalf of his customers on the Proximus lines and Proximus in order to minimise the risks of shortcomings, to be a driver for improvement at both sides and to motivate all involved parties to respect the thresholds set in this SLA.

Definitions

The definitions of Simple and Complex Installation can be found in the Reference Interconnect Offer in §1.3.

Timers for CPS provisioning

The timers are:

CPS provisioning phase	Value for simple installations	Value for complex installations
Validation phase	2 business days	2 business days
Activation phase	2 business days	5 business days
Total delay for provisioning CPS request for activation	4 business days	7 business days

The validation phase starts when Proximus sends the ACK message in order to confirm the receipt of a CPS request. Proximus must send this ACK message as soon as possible, but not later than 1 business day following the receipt of a CPS request. In case this has not been done Proximus will have to pay the same penalties as mentioned in 'compensation for provisioning phase' per business day delay!

The timers start the day after Proximus has sent the ACK message.

Compensation for Validation Phase

The following CPS request rejects can be prevented by the requesting OLO:

Error code	Description
BODY0001	Wrong file body format (main part)
BODY0005	Wrong main record
BODY0010	Missing order id
BODY0011	Missing order type code
BODY0013	Missing lower phone number
BODY0015	Missing customer ID
BODY0020	Bad length order id
BODY0021	Duplicate order id
BODY0030	Bad length message type cd
BODY0031	Message type cd incorrect
BODY0041	Bad length order type code
BODY0042	NON EXISTING ORDER TYPE CODE
BODY0050	Bad length lower phone number
BODY0060	Bad length higher phone number
BODY0061	Higher phone number smaller than lower phone number
BODY0062	Range between lower phone no and higher phone no too large
BODY0070	Bad format asked implementation date
BODY0090	Bad length customer id
FILE0010	File name not correct
FILE0020	Wrong file format
FILE0030	Invalid file version
FILE0040	Wrong file header format
FILE0050	Duplicate filename. File with same name has already been received.
HEAD0010	Missing format version number
HEAD0011	MISSING CPSC-ID
HEAD0012	Missing number of main records
HEAD0020	Bad length format version number
HEAD0021	Unsupported format version number
HEAD0030	Bad length CPSC-id
HEAD0031	Mismatch between CPSC-id and sender.
HEAD0032	Unknown CPSC-id
HEAD0040	Bad length number of main records
HEAD0041	INCORRECT NUMBER OF MAIN RECORDS IN FILE
LOA00010	LoA incomplete - not signed by customer
LOA00020	LoA incomplete - not all data filled in
LOA00030	LoA wrong – wrong customer data
LOA00040	LoA wrong – wrong DN
LOA00050	LoA too late – not received within agreed time frame
LOA00060	LoA – Other reason

MAIL0010	Mail subject not correct
MAIL0020	No attachment included
MAIL0030	MIME Version not correct or entered
SECU0010	Signature not registered
SECU0020	File not encrypted
SECU0030	Encryption not correct
VALI0001	Message type code not allowed
VALI0020	Current CPSC-id is the same as the requested one
VALI0050	Mismatch customer id provided and found in Proximus database
VALI0055	Range not complete

The total level of rejections generated for one or more of the aforementioned reasons cannot exceed 15% of the quarterly volume of CPS requests for activation by that operator.

If more than 15% of the CPS requests are rejected for one or more of the aforementioned reasons, the per line set-up fee as indicated in the present PRIO will be charged for each rejected CPS request above this threshold. The unit of measurement for rejects, for the purpose of applying the 15% limit, is the Request ID. This rule applies to simple and complex installations separately. As an example, the cost for one complex activation will be charged per 'request id' for a complex installation exceeding the limit of 15% of the ratio (total amount of rejected 'request id's' for complex installations)/(total amount of 'request id's' for complex installations). For the sake of clarity the 15%-rule is only applied on the reject codes mentioned in this SLA.

CPS request rejects	Max level of rejects of monthly volume of CPS requests	Compensation per quarter	reporting
Rejects caused by requesting operator	15%	Per line set-up fee for each rejected CPS request above 15%	quarterly

Compensation for Provisioning Phase

Proximus will be charged 3,5 euro per business day delay for the provisioning (validation + activation) of one simple installation and 35 euro per business day delay for the provisioning (validation + activation) of every complex installation in relation to the timer mentioned in the table 'Total delay for provisioning of CPS request for activation'.

CPS provisioning	Compensation per quarter	Reporting
Per business day delay >4 business days	3,5 euro for simple installation	Quarterly
Per business day delay >7 business days	35 euro for complex installation	Quarterly

Wrong Messages

If more than 15% of the total of the 'Install', 'Close and Cancel' and 'Cancel' messages, sent by Proximus to a particular Operator during the provisioning phase are wrong, the per line set-up fee as indicated in the present PRIO will be charged for each wrong message above this threshold.

Terms

Compensations set forth in this SLA can only be claimed within a period of 2 months following the end of the quarter in which the CPS request for which the compensation is being claimed occurred. This is the minimum period the data will need to be stored within the CPS systems at both sides.

Trouble escalation

Within the framework of this SLA Proximus will implement a 3 step escalation procedure based on 3 levels of escalation that will each have a higher degree of expertise and/or authority.

The 1st level will be the Proximus CPS Helpdesk for any operational issues during the CPS process (ordering, provisioning and cancelling).

The 2nd level will be the Proximus CPS Helpdesk Manager for any issues that do not get solved by the 1st level.

The 3rd level will be the Proximus Customer Service Director of the Proximus National Wholesale.

Each level will have its specific methods, procedures and timers for escalation handling. A detailed description will be supplied upon the coming into force of this SLA.

Dispute settlement

As the CPS process does not have a mediation device managed by a 3rd Party, the responsibility of the penalised party may be subject of a dispute.

In case of such a dispute, either party can ask BIPT to appoint an independent auditor, who will verify the data, which is the basis for the disputed compensation, logged in the CPS system at both parties. Based

on a profound analysis of the data, the independent auditor will do a motivated and for the parties binding ruling.

Any costs related to this independent audit will be borne by the party who is identified as being responsible. The same amount will be paid to the other party to compensate any costs related to this dispute. In the case where no ruling can be made, the costs related to this independent audit will be borne by the party who requested the independent audit.

27. ANNEX 6A : Prepayment terms and Conditions

1. Proximus will send on a monthly basis a pre-invoice at least on the 2nd working day after the starting of the month proceeding the considered traffic month.
2. The amount of the pre-invoice shall be adapted on a quarterly basis, i.e. increased or lowered as the case may be, based on the amounts due by the Operator for the services provided under the Interconnect Agreement during the previous quarter. For Operators not yet in service and concluding a new Interconnect Agreement, the first pre-invoice shall be based on the valuation of the average of the invoices for Interconnect to be issued by Proximus within the first three months of services.
3. The Operator agrees to pay the amount of the pre-invoice at the latest the 10th calendar day from the date of the pre-invoice.
4. The amount of the pre-invoice invoice shall be paid on a specific account number to be communicated. The interests generated by the amount of the pre-invoice paid on this account during the period starting from the date the pre-invoice is paid until the date the final invoice is paid shall be accrued to the Operator.
5. Within 15 calendar days after the end of the considered month, Proximus will send a credit note regarding the pre-invoice together with the final invoices due for the considered month.
6. If for the same month the amount of the pre-invoice is higher than the amount of the final invoices, the balance shall be reimbursed by Proximus.
7. If for the same month the amount of the pre-invoice is lower than the amount of the final invoices, the Operator will pay the surplus.
8. Within 15 days following the final invoice, the Operator will make the payment by wire transfer. If payment is not received on this due date, Proximus is entitled to the interest on the unpaid balance for late payment, and administrative and recovery costs as defined in the Interconnection Agreement.
9. If the Operator disagrees with an invoice received from Proximus, it must notify in writing Proximus thereof before the due date of such invoice in accordance with the relevant provisions of the Interconnection Agreement.
10. Without prejudice to other legal or contractual remedies, in the event the Operator fails to pay on due time any amount due under the present Prepayment terms and conditions, Proximus shall be entitled to :
 - suspend the Interconnect Services in accordance with the communication of BIPT of 11 June 2003 until full payment is made, or to
 - refuse in writing the provision of any new IC links or Half Links, or of any new CPS until full payment is made, subject to prior approval of BIPT
 - refuse in writing any other new Interconnect Services.

28. **ANNEX 6B : Netting procedure to be included in the Netting Agreement**

1. Both Parties agree to proceed with direct invoicing without prior exchange of usage reports.
2. Both Parties agree to proceed with the netting of the invoices issued according to the following time frame :
 - Proximus invoices for the Services delivered to Operator that are issued at the latest on the 15th day of the month;
 - Operator invoices for the Services delivered to Proximus that are issued at the latest on the 15th day of the month.
3. If a Party disagrees with an invoice received from the other Party, it must notify the other Party thereof in writing within 5 working days of the reception of the invoice. Such dispute will be handled in accordance with the conditions set out in the relevant Agreement.
4. At the latest on the 30th day of the month following the billing period, the non disputed amounts of the respective invoices will be netted without further notice and Operator/Proximus shall pay the outright amount communicated by Proximus to Operator along with an overview of all undisputed amounts involved at the latest within 15 calendar days, starting one day after the communication of the outright amount, i.e. the final Due Date.
5. If, for any reason whatsoever, Operator would not issue its invoices on the 15th of the month as here-above provided, the Parties agree that Proximus shall nevertheless be entitled to proceed with the netting based on the defined contractual fees and traffic figures that Proximus has accounted for. Operator/ Proximus shall pay the outright amount communicated by Proximus to Operator on the final Due Date.
6. Without prejudice to the above, in case the netting wouldn't have occurred for any reason whatsoever, the Parties hereby confirm that this netting principle does not release any Party to pay the invoices issued by the other Party on their due date.
7. In the event that any of the dates mentioned in the present conditions do not fall on a Business Day, the event will be performed on the next Working Day. Working Day means Monday to Friday 09.00-17.00 hours, excluding bank and public holidays. Any invoice omitted from a statement may be included in the statement for a subsequent month.
8. The rights of netting in the present conditions will not preclude or affect in any way the right of any Party to bring any court action or take any other proceedings or measures against the other Party, to recoup any amount that they are owing to each other if there is a breach of this conditions.

29. **ANNEX 7 Service Level Agreement for
Interconnect Services**

(is provided separately)

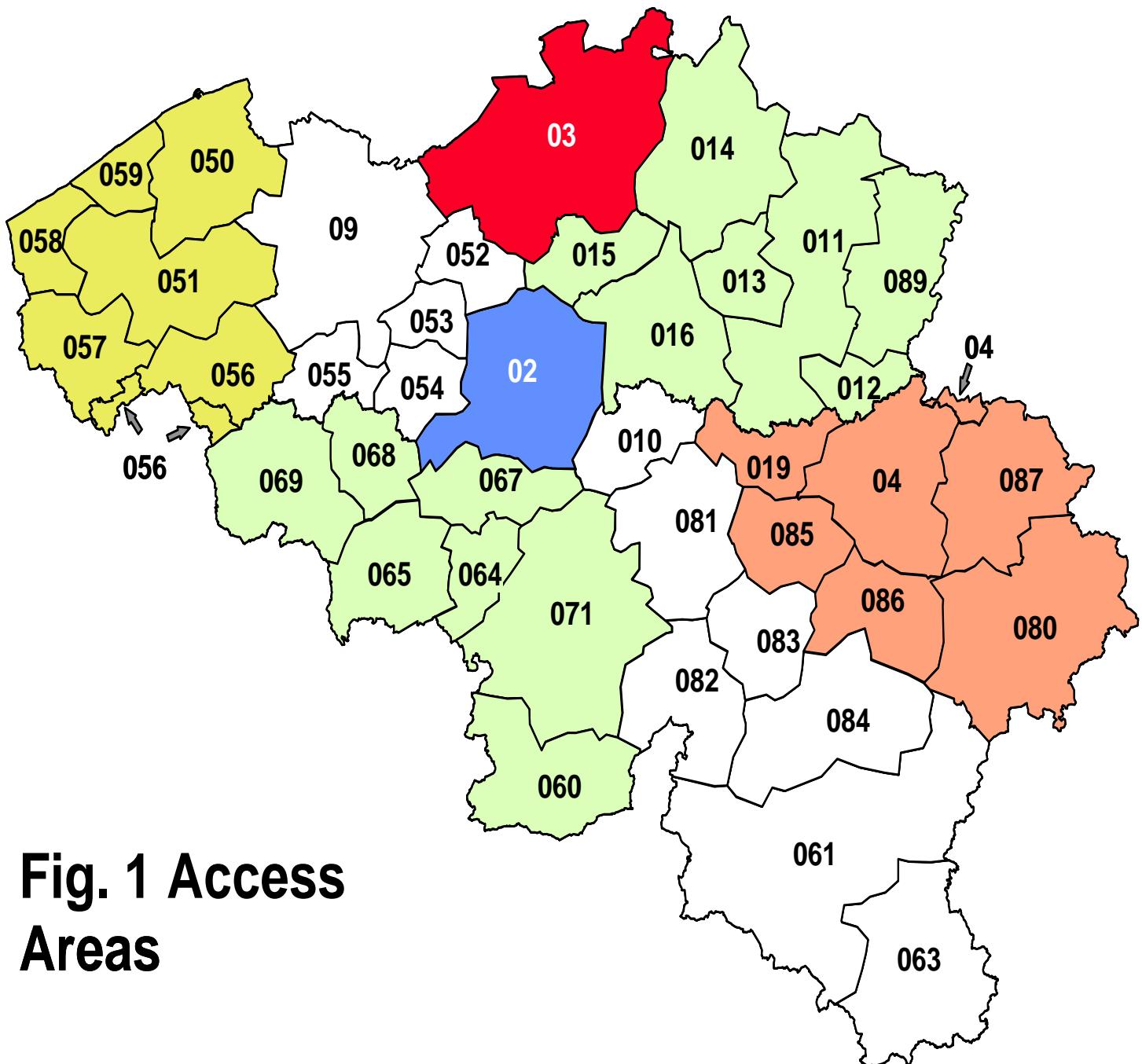


Fig. 1 Access Areas

Figure 2.1:

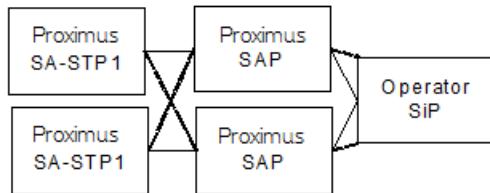


Figure 2.2:

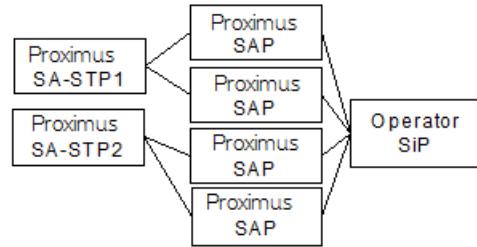


Figure 2.3:

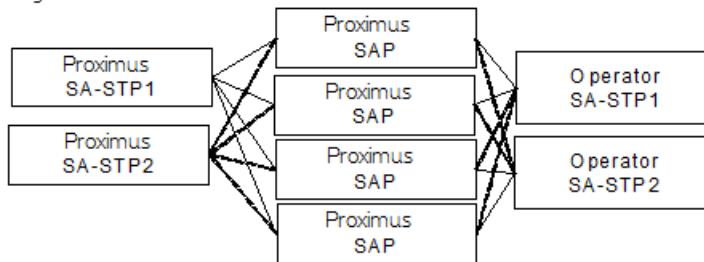


Figure 2.4:

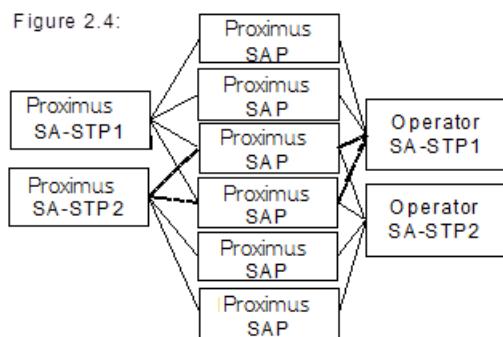
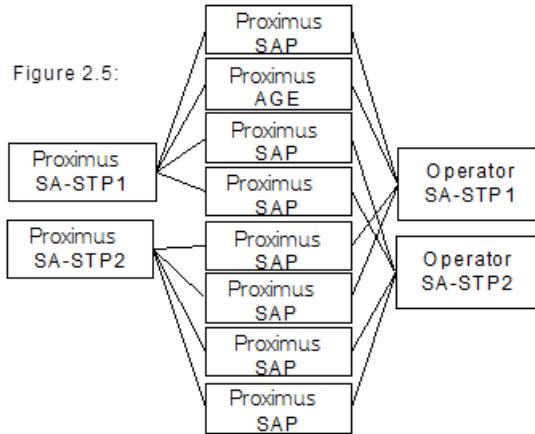


Figure 2.5:



— Signalling
links