



BROTSoLL - Annex 2

Pricing and Billing

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1. Pricing

1.1 General remarks

1. This Annex contains the pricing for the BROTSOLL Partial Circuits and Backhaul lines. Pricing related to NGLL can be found in the Annex 4 “NGLL Pricing”.

2 All prices included in this Annex are expressed in Euro, VAT excluded.

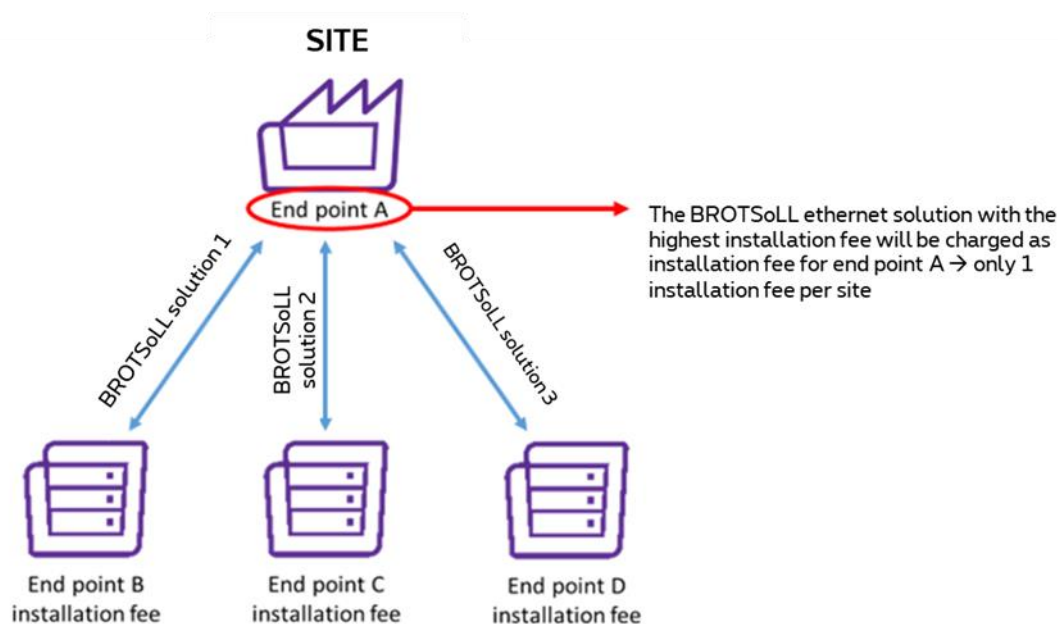
1.2 BROTSOLL Ethernet

1.2.1 Installation fee

An installation fee of 1200 EUR will be billed per end point for Gigabit (1 Gbps), 10 Gigabit Ethernet or 100 Gigabit Ethernet Services.

An installation fee of 600 EUR will be billed per end point for Fast Ethernet (100 Mbps) Services.

The installation fee has to be paid only once in case several BROTSOLL Ethernet services end points are installed at the same time on the same site (see below drawing), and making part of the same order. In case of different installation fees due to different bandwidths, the highest installation fee for this site is taken into account. The installation fee is billed per site, so for a connection between two end points, Proximus will charge two times this installation fee.



1.2.2 Rental fee

The monthly rental fee for a BROTSOLL Ethernet Line is indicated in the following tables (all values in EUR/month). Rental fees for each bit rate depend on the site where the end-point is located : Proximus site (Proximus building) or external site (OLO PoP or End-User).

1.2.2.1 Between two external sites (BROTSOLL Ethernet Customer-sited)

	0-5 km	5-20 km	20-50 km	>50 km
Fast Ethernet	980	1460	1460	2500
Gigabit Ethernet	1300	1655	2200	2700
10 Gigabit Ethernet	1620	2150	2300	2900
100 Gigabit Ethernet	3440	5665	6870	7140

1.2.2.2 Between Proximus site and external site (BROTSOLL Ethernet PXS-sited)

	0-5 km	5-20 km	20-50 km	>50 km
Fast Ethernet	760	1240	1240	2280
Gigabit Ethernet	1000	1300	1980	2480
10 Gigabit Ethernet	1400	1930	2080	2680
100 Gigabit Ethernet	3220	5445	6650	6920

1.2.2.3 Between two Proximus sites (BROTSOLL Ethernet Dual PXS-sited)

	0-5 km	5-20 km	20-50 km	>50 km
Fast Ethernet	510	990	990	2030

Gigabit Ethernet	750	1050	1730	2230
10 Gigabit Ethernet	1150	1680	1830	2430
100 Gigabit Ethernet	2970	5195	6400	6670

1.2.3 Long term Discount for Fast Ethernet, Gigabit Ethernet (1 Gbps), 10 Gigabit Ethernet, 100 Gigabit Ethernet lines

Long term discounts specified in the table below are applicable per BROTSOLL Ethernet line Customer-sited or PXS-sited.

No long term discounts are granted on existing nor new Ethernet (10 Mbps) lines.

1 year	0%
3 years	12%
5 years	17%

1.2.4 Gigabit Ethernet (1 Gbps) and 10 Gigabit Ethernet growth discounts

When multiple Gigabit Ethernet (1 Gbps) or 10 Gigabit Ethernet Services between the same two end-points are in service a discount on the list price as indicated in the table is granted.

# 1 Gbps or 10 Gbps lines between 2 end-points	Discount %
2	25%
3	35%
4	45%
5	55%
6	60%
7 and more	65%

1.2.5 Volume Discounts

Volume discounts are granted on the invoiced rental fees according to a table which indicates the percentages when set invoiced revenues for Fast Ethernet (100 Mbps), Gigabit Ethernet (1 Gbps), 10 Gigabit Ethernet and 100 Gigabit Ethernet Services are reached.

The Yearly Invoiced Revenue is the invoiced price including duration discounts and including the growth discounts of the Gigabit Ethernet (1 Gbps) and the 10 Gigabit Ethernet Services as invoiced in that calendar year.

YIR in k€	YIR <150k€	150k€ ≤ YIR < 300k€	300k€ ≤ YIR < 450k€	450k€ ≤ YIR < 600k€	YIR ≥ 600k€
Discount %	0%	3%	6%	9%	12%

Ex: The 12% volume discount will be granted on the total installed BROTSOLL Ethernet lines when the Yearly Invoiced Revenue with the duration- and growth discounts included is above 600.000€.

1.3 Termination

1.3.1 Termination before implementation

Until the line is made available, the Beneficiary may terminate the contract immediately by a registered letter. If Proximus has already carried out work for the line activation at the time of the contract termination, Proximus will nevertheless bill the Beneficiary for the full cost of the implementation. If Proximus has not carried out such work, the Beneficiary will be billed EUR 125.00 for administrative fees.

The same rules will be applicable in case of cancellation of request for transfer, change or capacity decrease before it is implemented.

1.3.2 Termination of a line in service

Once the line has been made available, the Parties may terminate the contract at any time, subject to a minimum one calendar-month notice by registered letter sent via the mail.

In case of early termination of an order, full compensation shall be payable to Proximus:

- if the order (standard or fixed term contract) is terminated during the first year, 100% of the amounts payable by the Beneficiary at standard rates for the order that has been terminated, starting from the termination date until the first anniversary of the activation date of the concerned order.

- moreover, if the order (fixed term contract) is terminated, reimbursement of any undue received discounts will be billed following a recalculation of the prices based on the actual term for which the order was provided.

1.3.3 Return of equipment

In the event of a contract termination, the Beneficiary shall return the equipment belonging to Proximus as soon as requested. The Beneficiary shall authorize Proximus to enter his premises during working hours to recover equipment, either in his own presence or that of one of his delegates. If the equipment removal takes place under normal conditions, Proximus shall not bear the costs of restoring the premises to their original state.

If the Beneficiary has not returned the equipment within fifteen (15) working days of the day on which a registered letter was sent to him, he will be charged a penalty equal to 10% of the subscription charge, without prejudice to any legal action Proximus may take.

1.4 Change/Move

1.4.1 One-time costs

The Beneficiary can request a change to his line (i.e., a change of technical characteristics or a capacity increase/decrease) or the move of his line (i.e., the transfer of one connection point of his line without changing the technical characteristics or capacity). In this case, the contract that was originally concluded remains valid. The Beneficiary is nevertheless required to pay the cost of the work carried out as stated below:

- 50% of the installation fee stated in section 1.2.1, 1.3.1 or 1.5.1 depending on the type of BROTSOLL Service in case of capacity increase (upgrade)
- 100% of the installation fee stated in section 1.2.1, 1.3.1 or 1.5.1 depending on the type of BROTSOLL Service in case of capacity decrease (downgrade)
- 40% of the installation fee stated in section 1.2.1, 1.3.1 or 1.5.1 depending on the type of BROTSOLL Service in case of move of one end-point

Any increase or decrease in the subscription charge resulting from a change requested by the Beneficiary or a transfer shall take effect on the date this change or transfer has been carried out.

1.4.2 Capacity decrease (downgrade)

Any request submitted by the Beneficiary for a capacity decrease of his line will be considered as a termination request by the Beneficiary and as the entering into a new contract of at least one year for this lower-capacity line ordered. The terms and conditions foreseen in the BROTSoLL Offer and its Annexes apply to this new contract. Unless the new contract specifies a different duration, the contract duration for the new line is the same as the duration of the original line.

In addition to the costs covering the work carried out, the Beneficiary shall owe the indemnity mentioned in section 1.6.2 if his request for a capacity decrease is submitted during the initial one-year term.

1.4.3 Capacity increase (upgrade)

If a capacity increase for the line is requested, the original line and the higher-capacity line will operate parallel to each other in the initial phase, in order to enable the Beneficiary to migrate his applications.

If the Beneficiary has not requested the cancellation of the original line within a period of ten business days of the activation of the higher-capacity line, the Beneficiary will still be billed for his original line and will be billed for the higher-capacity line starting on the date it is activated. A reminder will be sent to the Beneficiary within one calendar month following this period of ten working days.

If the Beneficiary has not requested the cancellation of the original line within two calendar months of the activation date of the higher-capacity line, Proximus will no longer consider the original request for a capacity as a request for a line change, but as an order for a new separate line, for which a new contract of at least one year will be entered into, and which will take effect on the activation date. The terms and conditions foreseen in the BROTSoLL Offer and its Annexes apply to this new contract. In this case, the Beneficiary will owe Proximus for any benefits it unduly obtained at the time of the activation of the higher-capacity line. Unless the new contract specifies a different duration, the contract duration for the new line is the same as the duration of the original line.

Proximus does not guarantee uninterrupted service during the transfer, change or capacity decrease of the line.

1.5 Migration

Commercial national digital Leased Lines and ONS lines can migrate towards BROTSoLL equivalent products as far as the lines fulfil the conditions of BROTSoLL.

The term "migration" as used in the present section does not cover any changes of technical characteristics of the line (e.g. change of bit rate) or any move of one end-point (e.g. transfer of one end-point from a PoP to a Colocation).

1.5.1 One-time costs

An administrative cost (125€) will be billed in case of an administrative migration (modification of product – no technical intervention).

1.5.2 Rental fee

The rental fee for the BROTSoLL Line as described in section 1.2.2, 1.3.2 and 1.5.2 will be billed as from the date of the migration.

1.5.3 Long term Discount

When a commercial national digital Leased Line or ONS line is migrated towards a BROTSoLL service, the commercial national digital leased lines or ONS line is considered as terminated by the Beneficiary with all the contractual consequences foreseen in the initial agreement and the BROTSoLL Line is considered as a new line. If no long term discount is chosen, the BROTSoLL Line will be made available by default for an undefined term. In both cases the line must remain in force for a minimum one year duration as of its administrative change.

1.6 Rush Order

Rush order is allowed for all BROTSoLL orders at the following conditions:

For BROTSoLL Ethernet lines: rush order is for free but there is no guarantee that the delivery will be faster (it's best effort).

1.7 Start-up fee

The start-up fee is charged to Beneficiary, operator, consultant or any other person requiring explanations by Proximus BROTSoLL specialists (Product, (Pre)-Sales and/or Service Managers) on the offer content. This fee is not charged for negotiation meetings. This fee is due until the first installation of the Beneficiary's BROTSoLL Service.

Rate per hour per Proximus person = 108,48€

2. Billing

2.1 Preliminary

Parties are defined in the present document as Proximus, a Telecommunication Operator in Belgium, and Beneficiary, an undertaking authorized to practice the activities covered by this agreement under the Belgian regulatory framework.

The Proximus billing process is based on a number of steps in which the two Parties have specific responsibilities. In order to implement this process, both Parties need to put in place (a) system(s) that will be used for the purposes of accounting and billing.

For each BROTSoLL product, Proximus will invoice the Beneficiary accordingly.

Proximus shall record, store and process the Billing Data in accordance with the section "Recording and storage of Billing Data" of this document.

The "Billing Data" is the data that is necessary to ascertain the charges payable by the Beneficiary under the General Terms and Conditions.

All information related to the Billing procedures between Proximus and Beneficiary is covered by the obligation of confidentiality set out in the General Terms and Conditions. Specifically, such information will be kept strictly confidential by the Parties and will only be used for the purposes of accounting and invoicing between the Parties and will only be disclosed between the Parties, or as legally required or in the framework of formal dispute procedures. Proximus will be under no obligation to provide to Beneficiary direct access to its Billing System nor to any other system or facility generating the Billing Data.

Proximus reserves the right to modify the layout and the presentation of the invoice to the Beneficiary.

2.2 Recording and storage of Billing Data

For each service chargeable under the Agreement, Proximus shall record via its Billing System at least the following Billing Data:

- Product/service ID;

- Type of request;
- Subscription date;
- End of month of Subscription date;
- Customer ID;
- Account ID.

The general list of Billing Data indicated above is not exhaustive. Pricing is set in the Section "Pricing" of this Annex.

Billing Data shall be stored for 60 days after the due date of the related invoice. In case of a dispute on the Billing Data, Proximus will use all reasonable efforts to keep the storage of the concerned Billing Data. The storage of these detailed Billing Data shall be limited to the disputed amount of Billing Data.

2.3 Confirmation of charging principles

All charges payable under the General Terms and Conditions shall be calculated in accordance with the rules set out in the relevant provisions of the General Terms and Conditions and the other Annexes of the Contract.

For internal purpose, Proximus will use 6 decimals in Euro. The use of decimals is set as follows:

- Per line item up to 4 decimals can be used in Euro.
- The revenues, VAT and the totals use 2 decimals in Euro.

All the non-recurring charges will be mentioned in the Invoice of the Billing Period covering the Bringing Into Service Date.

The recurring charges for the BROTSOLL product and services will be mentioned in the Invoice and calculated on the proportion of the Billing Period in which the BROTSOLL product and services were operational.

Beneficiary amount of charges will be divided in the groups of one-time fees and recurring fees for the services described in the Price List of this offer (section "Pricing" of this document).

2.4 Invoices

For each Billing Period, Proximus shall provide to Beneficiary the Invoice described hereafter. The Invoice will be established in accordance with the following rules:

- Invoice Details: the Invoice will list all the services by product that are provided by Proximus to the Beneficiary.
- The above-mentioned Invoice will be transmitted via e-mail to the representative or department of Beneficiary as listed in Appendix A "Billing Contact person".

Any invoice or credit note transmitted by Proximus will contain the following information, in addition to any legally required mentions and information:

- relevant Billing Period;
- total net amount in Euro;
- due VAT amount;
- total amount due in Euro (including VAT);
- Due Date.

Proximus shall use its best endeavours to issue invoices as of the start of the applicable Billing Period. Though, in respect of the development of billing systems, Proximus cannot ensure that the invoicing for the products and services provided will be performed without delays. Delays in the production of invoices can occur under these circumstances following notification by the Billing Party. Neither Party may construe any late billing by the other Party as a renunciation to its right to payment of the said bills.

Notwithstanding the foregoing, if an adjustment is required following a change in the referred Price List, a pending Dispute (for which the appropriate Dispute resolution mechanisms have been timely activated in accordance with the General Terms and Conditions) or the outcome of commercial negotiations having a retroactive effect, the amount of such adjustment shall be established and Proximus shall issue an invoice or a credit note as the case may be, within 30 days from the date of the relevant adjustment.

All changes to amounts invoiced in accordance with this section "Invoices" will be effected through credit notes or additional invoices.

2.5 Payment

All charges due by Beneficiary to Proximus under the Agreement shall be paid within 30 Calendar Days after issuance of the invoice (the "Due Date").

If Beneficiary has sent to Proximus a Notice of Dispute related to an amount invoiced by Proximus and if such Dispute has not been resolved by the Due Date the disputed amount may be withheld until the dispute is resolved provided that the remaining balance is payable on the Due Date.

Credit notes will be set off against any payments due of the next invoice and are refundable when there are no outstanding invoices.

If payment is not received by Proximus on or before the Due Date, Proximus will be entitled to an interest calculated on the basis of the legal interest rate + 2 percent points on the unpaid balance for late payment interests, administrative and recovery costs. For disputed amounts, this interest is only due if the dispute has been resolved in favour of Proximus. This interest shall accrue from the Due Date until the date of payment in full of the amount to be paid. Such interest shall accrue day by day and shall not be compounded. In the event that a Dispute resolution procedure has been initiated by Proximus as provided by the General Terms and Conditions, this interest shall be limited to the legal interest rate.

Value Added Tax as well as any other applicable taxes, if any, shall be added to all or any part of the charges due under the General Terms and Conditions and shall be paid by the Beneficiary responsible for making such payment.

Any payments under the General Terms and Conditions will be made in Euro and will be made by bank transfer on the bank accounts mentioned in the Invoice. Payment costs are borne by the Beneficiary. Costs of credit notes are borne by Proximus.

2.6 Disputes

The Parties shall use their reasonable endeavours to resolve, pursuant to this section "Disputes" disputes related to the calculation and settlement of the charges invoiced or to be invoiced pursuant to this document. Notwithstanding the foregoing, either Party will be allowed to trigger at any time the dispute resolution procedure provided under the General Terms and Conditions provided that such Party reasonably believes that the Dispute at stake involves aspects of the Parties' rights and obligations broader than the mere calculation and settlement of charges pursuant to this document. The fact that a Dispute involves aspects broader than the mere calculation and settlement of charges pursuant to this document will not release the Disputing Party from its obligation to pay any undisputed amount pursuant to the section "Payment".

Any Dispute under this section "Disputes" will be triggered by a Notice of Dispute sent by registered letter by the Beneficiary to Proximus before the Due Date or by registered mail to the mailbox cws.billing@Proximus.com. Such Notice of Dispute will indicate the disputed invoice, the disputed line reference, the disputed amounts as well as a summary of the grounds for the Dispute and the position of the Disputing Party. Any amount invoiced under the Agreement will be deemed accepted unless a Notice of Dispute has been sent in accordance with the above.

Upon receipt of the Notice of Dispute, the Parties shall exchange by ordinary mail any information necessary or useful for solving the Dispute.

Within 15 Working Days from the date of the Notice of Dispute, Proximus will provide, by registered mail, an answer ("Notice of Reply") to the Beneficiary. If Proximus does not accept some or all the arguments of the Beneficiary, the Notice of Reply will contain a justified reply to the arguments of the Beneficiary. If Proximus accepts all or some arguments of the Beneficiary, Proximus will, together with the Notice of Reply, issue a credit note for the relevant amount.

If, within 15 Working Days from the receipt of the Notice of Reply, the Beneficiary confirms its position in writing by registered letter, the Parties will escalate the Dispute within their respective organization. If the Beneficiary fails to confirm its position within 15 Working Days, from the date of the Notice of Reply, any outstanding amounts will be paid promptly and without delay and the Dispute will be deemed settled.

If the Parties have been unable to settle the Dispute as provided under the foregoing provisions, they will refer the matter to the Quality Team Meeting, which, if deemed necessary by either Party, will be organized for this specific purpose. If after such meeting, the Dispute remains, the Parties will follow such additional steps in the escalation procedure as provided in the General Terms and Conditions, or, if requested by either Party, the Dispute will be submitted to a certified accountant to be either jointly appointed by the Parties, or, failing agreement between the Parties in this respect, to be appointed by "Belgisch Instituut voor Bedrijfsrevisoren" / "Institut Belge des Réviseurs d'Enterprise". This certified accountant will investigate and determine a solution for the Dispute, acting as an expert and not as an arbitrator. Unless there is evidence of a manifest error, the decision of the certified accountant will be final in respect of those elements covered by the Dispute referred to him/her and will be binding on the Parties. The Parties will co-operate with this investigation. The costs of the certified accountant will be borne as determined by him/her in proportion to the outcome of the Dispute. Prior to undertaking his/her mission, the certified accountant will provide the Parties with an estimate of the relevant fees and costs. Upon final settlement of the Dispute, any necessary credit note will be issued and any outstanding amount will be paid promptly and without delay.

APPENDIX A: BILLING CONTACT PERSONS

The Invoices will be sent to the under-mentioned contact persons:

Contact person in Proximus

Name	
Division	Proximus Carrier & Wholesale Solutions
Address	Koning AlbertII-laan 27, 1030 Brussels
Tel	+32 2 202
Fax	+32 2 202
Bank Account	

Contact persons Beneficiary

Name	
Division	
Room	
Address	
Tel	
Fax	
Bank Account	

Billing address Beneficiary

Name	
E-mail ¹	
Division	
Room	
Address	
Tel	
Fax	

¹ Limited to 1 e-mail address per Beneficiary.