

Proximus Reference Offer for Bitstream Access

Covering the technology Fiber PON

Annex 5: Pricing, Compensations & Billing

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Our reference: version 6.3 – integrating approved Addenda New UNI rate limiting type + pricing update

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1. Introduction

Unless otherwise specified in the reference offer, the term “LEX” refers to all Proximus (“Central Office”) and non-Proximus (“JV PoP”) buildings hosting the OLT equipment.

All prices included in this Price List are expressed in Euro, VAT excluded.

The structure and prices of the below Price List are subject to further adaptations.

In particular, one-time fees are subject to review taking into account that they do not include the XGS-PON additional costs.

The extra (de-)patching costs incurred by Proximus on all JV footprints will not be charged until further notice. Proximus reserves the right to charge these additional costs respecting a 3-month prior notice.

In any event, rental and one-time fees in this Price List constitute an indivisible whole set of prices.

2. Pricing

2.1 Start-up fee and pre-provisioning infrastructure

2.1.1 Start-up fee

- 1 The start-up fee is charged to Beneficiary, operator, consultant or any other person requiring explanations by Proximus Bitstream 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 VLAN in a LEX (in case of Bitstream Fiber PON with Shared or Single VLANs) or until the ordering of the first Bitstream Fiber GPON End-User line (in case of Bitstream Fiber GPON with Dedicated VLANs).

Information on Bitstream Fiber PON	Price
Rate per hour per Proximus person	€108,48

- 2 The above-mentioned price will be adapted in case of a change in the corresponding Bitstream VDSL2 price, meaning that a change in the Bitstream VDSL2 price will be applied mutatis mutandis for Bitstream Fiber PON as from the entry into force of the new VDSL2 price.

2.1.2 Tariffs applicable for the OLO Access line

2.1.2.1 1 GE and 10 GE Customer-Sited OLO Access Line

- 3 For the tariffs applicable to the Customer-Sited OLO Access Line 1 GE and 10 GE, reference is made to the BROTSOLL Ethernet pricing, namely to the BROTSOLL Gigabit Ethernet and 10 Gigabit Ethernet Single Proximus-Sited.

2.1.2.2 1 GE and 10 GE Proximus-Sited OLO Access Line

- 4 The tariffs applicable to the Proximus-Sited OLO Access Line 1 GE and 10 GE are set out in the following table.

Inquiry Fee		112 €
Cable & Cable tray	Installation fee	6,74 € per meter (with a minimum invoice equivalent to 20 meters)
	1 GE Monthly rental	0,17 € per meter + 38,47 € (with a minimum invoice equivalent to 5 meters)
	10 GE Monthly rental	0,17 € per meter + 241,61 € (with a minimum invoice equivalent to 5 meters)
Small Building Works		Case by case if necessary

2.1.2.3 1+1 GE and 10+10 GE / Proximus + Customer-Sited OLO Access Line

- The tariffs applicable to the 1+1 GE and 10+10 GE / Proximus + Customer-Sited OLO Access Line are the sum of the tariffs applicable to the 1 GE or 10 GE Customer-Sited OLO Access Line and of the tariffs applicable to the 1 GE or 10 GE Proximus-Sited OLO Access Line.

2.1.2.4 Multichassis LAG OLO Access Line 1+1 GE and 10+10 GE / Proximus and/or Customer-Sited

- The tariffs applicable to the Multichassis LAG OLO Access Line 1+1 GE or 10+10 GE / Proximus and/or Customer-Sited are the sum of the tariffs applicable to the 1 GE or 10 GE Customer-Sited OLO Access Line and of the tariffs applicable to the 1 GE or 10 GE Proximus-Sited OLO Access Line.
- An additional fee of 204,98 € is due for the Multichassis LAG configuration.
- The migration cost of each VLAN from a standard OAL to a Multichassis LAG OAL is performed with a deactivation followed with an activation for which the applicable fees will be invoiced. The migrations can also be performed with a mass migration script for a fixed one-time fee of 1598,84 €.

2.1.2.5 1 GE and 10 GE Backhaul OLO Access Line

- For the tariffs applicable to the Backhaul OLO Access Line 1 GE and 10 GE, reference is made to the BROTSOLL Ethernet pricing, namely to the BROTSOLL Gigabit Ethernet and 10 Gigabit Ethernet Dual Proximus-Sited.

2.1.2.6 Migration to a 10 GE Access Line Proximus and/or Customer-Sited

- The migration cost of each VLAN from a 1 GE OAL to a 10 GE OAL (and vice versa) is performed with a deactivation followed with an activation for which the applicable fee of 52,08 € will be invoiced. The migrations can also be performed with a mass migration script for a fixed one-time fee of 1.598,84 €.

2.2 Tariffs applicable for the Ethernet Transport

2.2.1 Ethernet Transport with Shared VLANs

11 In this section, the word "Bitstream Fiber PON" systematically refers to the service with Shared VLANs.

2.2.1.1 Preamble

12 The Beneficiary must be connected to at least one Service PoP in each Service Area in which he wants to deliver the Bitstream Fiber PON service.

13 Per Service Quality and per LEX to which the Beneficiary wants to connect End-Users and where Proximus installed an OLT, the Beneficiary must order at Proximus at least one and maximum two Shared VLAN(s) per QoS between the OLT of this LEX and a Service PoP to which the Beneficiary is connected, sited in the same Service Area as the LEX itself.

14 For the interconnection at LEX level (VULA) as described in the Annex 2 "Technical Specifications" of the present reference offer, the pricing will be developed and added to the reference offer once a Beneficiary wants to order this service¹.

15 The current Ethernet transport tariffs do not prevent Proximus from reviewing in good faith discussion with the Beneficiary the Ethernet transport prices related to Bitstream Fiber PON in function of the future evolution of the Fiber PON transport needs and usage.

2.2.1.2 One-time fees

2.2.1.2.1 Activation of Shared VLAN Transport

Provide fee	Price
Per Shared VLAN	€30,87

2.2.1.2.2 Change of Shared VLAN Transport

Change fee	Price
Per Shared VLAN	€22,95

2.2.1.2.3 Deactivation of Shared VLAN Transport

Cease fee	Price
Per Shared VLAN	€3,17

¹ In case a firm request is received from a Beneficiary, the creation of the Bitstream local access in the Proximus network and systems will be targeted to be executed within a timeframe of 1 year.

2.2.1.2.4 Cancel and Standard Amend Due Date requests for Shared VLAN Transport

Amend Due Date fee	Price
Amend Light fee	€6,78

Cancellation fee	Price
Cancel Light fee	€7,20

2.2.1.3 Monthly recurring fees

- 16 The prices are applicable per Shared VLAN.
- 17 The price of the Ethernet Transport is differentiated based upon the requested Service Quality and bandwidth.

	Digressive tariff per range of bandwidth (Mbps)				
Service Quality	]0, 10]	]10, 100]	]100, 500]	]500, 1000]	]1000, -
Best Effort (P=0)	€ 2,85	€ 0,32	€ 0,14	€ 0,06	€ 0,03
Low Priority (P=1)	€ 3,27	€ 0,36	€ 0,16	€ 0,07	€ 0,03
Medium Priority (P=3)	€ 3,70	€ 0,41	€ 0,19	€ 0,07	€ 0,04
Highest Priority (P=5)	€ 4,13	€ 0,46	€ 0,21	€ 0,08	€ 0,04

- 18 If the Bandwidth of a Shared VLAN is expressed in Gbps, the following conversion rule applies: 1 Gbps = 1.000 Mbps.
- 19 The following formula allows to compute the monthly recurring fee per Shared VLAN:
 Bandwidth in Mbps * Ppi (i=0, 1, 3, 5), where Ppi is the price per Mbps of the Ethernet Transport, according to the requested Service Quality and the corresponding range of bandwidth.
 To avoid any confusion, the table with the digressive tariff must be read as follows: for QoS P=0, the first 10Mbps are charged at 2,85€ per Mbps, the 90 following Mbps at 0,32€ per Mbps, the 400 following Mbps at 0,14€ per Mbps, the 500 following Mbps at 0,06€ per Mbps, then all the remaining bandwidth over 1000Mbps at 0,03€ per Mbps, etc. for QoS P=1, P=3 and P=5.
 Example: a Shared VLAN of 120Mbps with QoS P=0 will be charged at 60,10€ per month (10 Mbps x 2,85€ + 90 Mbps x 0,32€ + 20 Mbps x 0,14€ = 60,10€).

2.2.1.4 Ethernet Transport per End-User line

- 20 The Ethernet Transport with Shared VLAN recurring fee in section 2.2.1.3 can be replaced by a fixed fee applicable per Bitstream Fiber PON End-User line. When the Beneficiary chooses for this fixed fee per Bitstream Fiber PON End-User line, it applies to all its Bitstream Fiber PON End-User lines.
- 21 This fee is due on top of the applicable Bitstream Fiber PON End-User line monthly rental fee (section 2.3.4.1)

	Type 0	Type 1	Type 2	Type 3	Type 4	Type 5
Speeds Mbps (Down / Up)	50/10	150/50	500/100	1000/500	2500/1000	8500/1500
Transport fee (PO, per End-User line)	€0,80	€1,40	€2,00	€6,00	€7,00	€10,00

- 22 This fee is limited to PO quality of service. The VDSL and PON traffic must then be put on separate Shared VLAN for the PO quality of service (meaning that if the VDSL traffic is on Shared VLAN PO, Shared VLAN PObis must be used for the PON traffic and vice versa). For the Shared VLAN with VDSL traffic, the Ethernet Transport monthly recurring fee as described in section 2.2.1.3 remains applicable.
- 23 The Shared VLAN with PON traffic will be dimensioned in such manner that the latter will not exceed, per LEX, in bandwidth the maximum upstream nor downstream speed associated to the highest Type profile ordered. These VLANs will exclusively be used for Bitstream Fiber PON Type 0 and above.
- 24 The one-time charges in section 2.2.1.2 remain applicable for the Shared VLAN with PON traffic. Only the monthly recurring charge is replaced with a fixed fee per End-User line.

2.2.2 Ethernet Transport with Dedicated VLANs

- 25 In this section, the word “Bitstream Fiber GPON” systematically refers to the service with Dedicated VLANs.

2.2.2.1 Preamble

- 26 The Beneficiary must be connected to at least one Service PoP in each Service Area in which he wants to deliver the Bitstream Fiber GPON service.
- 27 For the interconnection at LEX level (VULA) as described in the Annex 2 “Technical Specifications” of the present reference offer, the pricing will be developed and added to the reference offer once a Beneficiary wants to order this service².
- 28 Each Dedicated VLAN is configured by Proximus at the moment of the implementation of the End-User line, following the specifications of the Dedicated VLAN profile given by the Beneficiary in the Bitstream Fiber GPON line ordering. The Beneficiary is responsible for the choice and definition of each Dedicated VLAN profile.

² In case a firm request is received from a Beneficiary, the creation of the Bitstream local access in the Proximus network and systems will be targeted to be executed within a timeframe of 1 year.

29 Each Dedicated VLAN profile has the following attributes: Dwn Bwdth p0, Dwn Bwdth p1, Dwn Bwdth p3, Dwn Bwdth p5, Up Bwdth p0, Up Bwdth p1, Up Bwdth p3 and Up Bwdth p5, where each bandwidth is expressed in Mbps

- Dwn Bwdth p0 = Maximum Downstream bandwidth for P=0
- Dwn Bwdth p1 = Maximum Downstream bandwidth for P=1
- Dwn Bwdth p3 = Maximum Downstream bandwidth for P=3
- Dwn Bwdth p5 = Maximum Downstream bandwidth for P=5
- Up Bwdth p0 = Maximum Upstream bandwidth for P=0
- Up Bwdth p1 = Maximum Upstream bandwidth for P=1
- Up Bwdth p3 = Maximum Upstream bandwidth for P=3
- Up Bwdth p5 = Maximum Upstream bandwidth for P=5

30 The current Ethernet transport tariffs do not prevent Proximus from reviewing in good faith discussion with the Beneficiary the Ethernet transport prices related to Bitstream Fiber GPON in function of the future evolution of the Fiber GPON transport needs and usage.

2.2.2.2 Monthly recurring fees

31 In case of Dedicated VLANs « single-QoS » (i.e. with one unique Service Quality), the formula to compute the monthly recurring fee per Dedicated VLAN is the same as the formula to compute the monthly recurring fee per Shared VLAN as expressed above in Section “Ethernet Transport with Shared VLANs”.

	Digressive tariff per range of bandwidth (Mbps)				
Service Quality	]0, 10]	]10, 100]	]100, 500]	]500, 1000]	]1000, -
Best Effort (P=0)	€ 2,85	€ 0,32	€ 0,14	€ 0,06	€ 0,03
Low Priority (P=1)	€ 3,27	€ 0,36	€ 0,16	€ 0,07	€ 0,03
Medium Priority (P=3)	€ 3,70	€ 0,41	€ 0,19	€ 0,07	€ 0,04
Highest Priority (P=5)	€ 4,13	€ 0,46	€ 0,21	€ 0,08	€ 0,04

32 In case of Dedicated VLANs « multi-QoS » (i.e. including a mix of various Service Qualities), the following rule will be applied in order to take into account the digressive principle on all QoS: the Service Quality with the highest priority will be first charged in the lowest range of bandwidth, and then, in descending order of priority, the lower Service Qualities of the Dedicated VLAN will be charged in the upper ranges of bandwidth.

$$Price\ Multi - QoS(Ded. VLAN) = \sum_{i=0,1,3,5} Price\ Range\ P_i(Range\ (P_i))$$

Where :

First, max bandwidths BWP_i are defined for each Service Quality:

$$BWP0 = \text{Max} (Dwn\ Bwdth\ P0, Up\ Bwdth\ P0)$$

$$BWP1 = \text{Max} (Dwn\ Bwdth\ P1, Up\ Bwdth\ P1)$$

$$BWP3 = \text{Max} (Dwn\ Bwdth\ P3, Up\ Bwdth\ P3)$$

$$BWP5 = \text{Max} (Dwn\ Bwdth\ P5, Up\ Bwdth\ P5)$$

Then, consecutive ranges of bandwidths $RangeP_i$ are defined in descending order of Service Quality:

$$Range\ (P5) = [0; BWP5]$$

$$Range\ (P3) = [BWP5; BWP5 + BWP3]$$

$$Range\ (P1) = [BWP5 + BWP3; BWP5 + BWP3 + BWP1]$$

$$Range\ (P0) = [BWP5 + BWP3 + BWP1; BWP5 + BWP3 + BWP1 + BWP0]$$

If $Price_{Pi}(y \text{ Mbps})$ is corresponding to the price of a VLAN of y Mbps in the Quality of Service P_i , the $PriceRange_{Pi}$ of this bandwidth can be calculated in a range $[a; b]$ for a Service Quality P_i via the formula:

$$PriceRange_{Pi}([a; b]) = Price_{Pi}(b) - Price_{Pi}(a)$$

Example: for a Dedicated VLAN of 32Mbps distributed as follows: 7Mbps in P=5, 5Mbps in P=3 and 20Mbps in P=0, the monthly rental will be the sum of 7 Mbps in P=5 charged in the first range [0-10Mbps], 3 Mbps in P=3 charged in the first range [0-10Mbps], 2 Mbps in P=3 charged in the second range [10-100Mbps] and 20 Mbps in P=0 charged in the second range [10-100Mbps].

2.2.3 Ethernet Transport with Single VLANs

33 In this section, the word "Bitstream Fiber PON" systematically refers to the service with Single VLANs.

2.2.3.1 Preamble

- 34 The Beneficiary must be connected to at least one Service PoP in each Service Area in which he wants to deliver the Bitstream Fiber PON service.
- 35 Per LEX where the Beneficiary wants to deliver the Bitstream Fiber PON service, the Beneficiary must order at Proximus at least one and maximum 2 Single VLAN(s) between the OLTs of this LEX and a Service PoP to which the Beneficiary is connected, sited in the same Service Area as the LEX itself.
- 36 For the interconnection at LEX level (VULA) as described in the Annex 2 "Technical Specifications" of the present reference offer, the pricing will be developed and added to the reference offer once a Beneficiary wants to order this service³.
- 37 Each Single VLAN profile has the following attributes: Bwdth p0, Bwdth p1, Bwdth p2, Bwdth p3, Bwdth p4, Bwdth p5 and Session signalling p-bit Bwdth, where each bandwidth is expressed in Mbps.

2.2.3.2 One-time fees

2.2.3.2.1 Activation of Single VLAN Transport

Provide fee	Price
Per Single VLAN	€30,87

2.2.3.2.2 Change of Single VLAN Transport

Change fee	Price
Per Single VLAN	€22,95

³ In case a firm request is received from a Beneficiary, the creation of the Bitstream local access in the Proximus network and systems will be targeted to be executed within a timeframe of 1 year.

2.2.3.2.3 Deactivation of Single VLAN Transport

Cease fee	Price
Per Single VLAN	€3,17

2.2.3.2.4 Cancel and Standard Amend Due Date requests for Single VLAN Transport

Amend Due Date fee	Price
Amend Light fee	€6,78

Cancellation fee	Price
Cancel Light fee	€7,20

2.2.3.3 Monthly recurring fees

38 The prices are applicable per Single VLAN.

39 If the Bandwidth of a Single VLAN is expressed in Gbps, the following conversion rule applies: 1 Gbps = 1.000 Mbps.

40 The price of the Ethernet Transport is differentiated based upon the requested Service Qualities and bandwidths.

Service Quality	Digressive tariff per range of bandwidth (Mbps)					
	]0, 3]	]3, 10]	]10, 100]	]100, 500]	]500, 1000]	]1000, -
Best Effort (P=0)	2,85 €	2,85 €	0,32 €	0,14 €	0,06 €	0,03 €
Low Priority (P=1)	3,27 €	3,27 €	0,36 €	0,16 €	0,07 €	0,03 €
Medium Priority (P=2)	3,49 €	3,49 €	0,39 €	0,18 €	0,07 €	0,04 €
Medium Priority (P=3)	3,70 €	3,70 €	0,41 €	0,19 €	0,07 €	0,04 €
Medium Priority (P=4)	3,92 €	3,92 €	0,44 €	0,20 €	0,08 €	0,04 €
Highest Priority (P=5)	4,13 €	4,13 €	0,46 €	0,21 €	0,08 €	0,04 €
Session signalling p-bit	4,35 €	N/A	N/A	N/A	N/A	N/A

41 The following rule will be applied in order to take into account the digressive principle on all QoS: the Service Quality with the highest priority will be first charged in the lowest range of bandwidth, and then, in descending order of priority, the lower Service Qualities of the Single VLAN will be charged in the upper ranges of bandwidth.

$$Price (Single VLAN) = \sum_{i=0,1,2,3,4,5,6} Price Range P_i(Range (P_i))$$

Where :

First, bandwidths BWP_i are defined for each Service Quality: BWP_0 to BWP_6 ⁴

Then, consecutive ranges of bandwidths $RangeP_i$ are defined in descending order of Service Quality:

$$Range(P_6) = [0; BWP_6]$$

$$Range(P_5) = [BWP_6; BWP_6 + BWP_5]$$

$$Range(P_4) = [BWP_6 + BWP_5; BWP_6 + BWP_5 + BWP_4]$$

$$Range(P_3) = [BWP_6 + BWP_5 + BWP_4; BWP_6 + BWP_5 + BWP_4 + BWP_3]$$

$$Range(P_2) = [BWP_6 + BWP_5 + BWP_4 + BWP_3; BWP_6 + BWP_5 + BWP_4 + BWP_3 + BWP_2]$$

$$Range(P_1) = [BWP_6 + BWP_5 + BWP_4 + BWP_3 + BWP_2; BWP_6 + BWP_5 + BWP_4 + BWP_3 + BWP_2 + BWP_1]$$

$$Range(P_0) = [BWP_6 + BWP_5 + BWP_4 + BWP_3 + BWP_2 + BWP_1; BWP_6 + BWP_5 + BWP_4 + BWP_3 + BWP_2 + BWP_1 + BWP_0]$$

If $PriceP_i$ (y Mbps) is corresponding to the price of a VLAN of y Mbps in the Quality of Service P_i , the $PriceRangeP_i$ of this bandwidth can be calculated in a range $[a; b]$ for a Service Quality P_i via the formula:

$$PriceRangeP_i([a; b]) = PriceP_i(b) - PriceP_i(a)$$

Example: for a Single VLAN of 210Mbps distributed as follows: 3Mbps in $P=6$, 7Mbps in $P=5$, 10Mbps in $P=4$, 20Mbps in $P=3$, 20Mbps in $P=2$, 50Mbps in $P=1$ and 100Mbps in $P=0$, the monthly rental will be the sum of 3 Mbps in $P=6$ charged in the first range $[0-3Mbps]$, 7 Mbps in $P=5$ charged in the second range $[3-10Mbps]$, 10 Mbps in $P=4$ charged in the third range $[10-100Mbps]$, 20 Mbps in $P=3$ charged in the third range $[10-100Mbps]$, 20 Mbps in $P=2$ charged in the third range $[10-100Mbps]$, 40 Mbps in $P=1$ charged in the third range $[10-100Mbps]$, 10 Mbps in $P=1$ charged in the fourth range $[100-500Mbps]$ and 100 Mbps in $P=0$ charged in the fourth range $[100-500Mbps]$.

⁴ P_6 refers to the Session signalling p-bit as mentioned in the table above and is used as such in the formulas in order to make them more readable.

2.3 Tariffs applicable for the End-User line

- 42 The terminology “Provide-like fee” used in this section refers to either the activation fee, the move fee or the migration fee depending on the order action type.

2.3.1 Pre-paving fee

2.3.1.1 Provide Home Termination on the Proximus Fiber Access Network

- 43 This is the fee that the Beneficiary has to pay for the termination of a Living Unit independently of the service provided on top of the Fiber PON access, to make it ready for a later activation of a Bitstream Fiber PON service. This is only applicable to the Proximus footprint.

Pre-paving fee	Price
Wholesale Home Termination	€74,38

2.3.2 Activation fees and other one-time charges

2.3.2.1 Provide with the Installation Method “With Customer Visit splicing included”

- 44 The following fee is applicable for the activation of a Bitstream Fiber PON service requiring both termination and activation works at End-User’s premises as defined in the section “With Customer Visit splicing included” of the document “Main Body” of the present reference offer.

Visit activation fee	Price	Price
	with Shared/Single VLAN	with Dedicated VLAN
Service activation including LU Termination & Connection	€142,91	€158,76

2.3.2.2 Provide with the Installation Method “With Customer Visit”

- 45 The following fee is applicable for the activation of a Bitstream Fiber PON service requiring activation works at End-User’s premises as defined in the section “With Customer Visit” of the document “Main Body” of the present reference offer.

Visit activation fee	Price	Price
	with Shared/Single VLAN	with Dedicated VLAN
Service activation including LU Connection	€142,91	€158,76

- 46 This fee is also applicable when the Beneficiary requests an upgrade of the Installation Method from a “Remote” towards a “With Customer Visit”.

2.3.2.3 Provide with the Installation Method “Remote”

- 47 The following fee is applicable for the remote activation of a Bitstream Fiber PON service as defined in the section “Remote” of the document “Main Body” of the present reference offer.

Remote activation fee	Price with Shared/Single VLAN	Price with Dedicated VLAN
Remote service activation	€8,89	€24,74

2.3.2.4 Deactivation of the service

- 48 The following fee is applicable in case the Beneficiary requests to stop an already activated service.

Cease fee	Price with Shared/Single VLAN	Price with Dedicated VLAN
Service deactivation	€4,95	€9,71

2.3.2.5 Move

- 49 The following fee is applicable in case the Beneficiary requests to move his service to a new installation address. The move fee includes both the activation (“Provide”) and the deactivation (“Cease”) part of the move.

Move fee	Price
Move of the Bitstream Fiber PON service from location A to location B	Activation fee + Cease fee

2.3.2.6 Rush order

- 50 When a Rush order (“Rush Amend Due Date”) has been requested by the Beneficiary and accepted by Proximus, the Provide-like fee will be doubled.

2.3.2.7 Amend Due Date request

- 51 When a Beneficiary requests to change the appointment date and/or timeslot of a pending PON order in the provisioning phase (after the TOC message), Proximus will invoice this Beneficiary the following Amend Due Date fees, depending on the timing of the Amend Due Date request.

Amend Due Date fee	Home Termination (without any service activation)	Service Activation (including or not Termination and/or Connection)
Amend Light request: before Due Date -1 (12 pm)	€6,78	
Amend Heavy request: after Due Date -1 (12pm)	Pre-paving fee	Provide-like fee + Cease fee

- 52 In case the Amend Due Date is requested after Due Date – 1 (12 pm), the related Provide-like fee and Cease fee (or the pre-paving fee) will have to be paid by the Beneficiary.
- 53 For an Amend Due Date requested by the Beneficiary by call or e-mail, these same rules will be applied as for an Amend Due Date requested through the MSO (GUI & SOA) interface.
- 54 In cases where the Amend Due Date request is sent after an appointment missed by Proximus or a JV, the modification of the due date will be free of charge.

2.3.2.8 Amend Product request

- 55 A request by the Beneficiary to change the product options and/or profile of a pending order in the provisioning phase (after the TOC message) will be charged as an Amend Light request. For the specific amount, reference is made to the above section related to the Amend Due Date request.

2.3.2.9 Upgrade Installation Method request

- 56 A request by the Beneficiary to upgrade the minimum Installation Method of a pending order in the provisioning phase (after the TOC message) will be charged as an Amend Light request. For the specific amount, reference is made to the above section related to the Amend Due Date request.

2.3.2.10 Manual TSI request

- 57 When a Beneficiary requests a manual intervention from Proximus to allocate the technical situation (TSI), Proximus will be entitled to invoice this Beneficiary the following fee.

Manual TSI fee	Price
Per manual TSI request	€21,43

2.3.2.11 Cancel request

- 58 A Cancellation fee will be invoiced when the Beneficiary requests to stop a PON order in progress. This fee is applicable as soon as a successful “Report Work Orders” message has been sent by Proximus (i.e. before or after the TOC message). Depending on the timing of the Cancel request, the following fees are due.

Cancellation fee	Home Termination (without any service activation)	Service Activation (including or not Termination and/or Connection)
Cancel Light request: before Due Date -1 (12 pm)	€7,20	
Cancel Heavy request: after Due Date -1 (12pm)	Pre-paving fee	Provide-like fee + Cease fee

- 59 In case the cancellation is requested after Due Date – 1 (12 pm), the related Provide-like fee and Cease fee (or the pre-paving fee) will have to be paid by the Beneficiary.
- 60 For a Cancel requested by the Beneficiary by call or e-mail, these same rules will be applied as for a Cancel requested through the MSO (GUI & SOA) interface.
- 61 For a Cancel requested by the Beneficiary with a Letter of Authorization (LoA) to stop the takeover of a Bitstream Fiber PON End-User line by another operator, provided that the LoA is sent by e-mail to Proximus Wholesale at least 1 working day before the execution date of the order and contains the mandatory information (Circuit ID, End-User's name, End-User's signature, date of signature), this type of cancel will be performed and charged as a Cancel Light request at € 7,20.
- 62 An auto-cancel generated by an Amend Product after the TOC message or a lack of feedback from the Beneficiary 12 calendar days after the Hold without new due date will be charged as a Cancel Light request at € 7,20.

2.3.2.12 Works on private domain

- 63 Termination works require as pre-requisite that a free duct or an open trench is available on the private domain. If neither a free duct nor an open trench is available on the private domain, Proximus can be asked to also perform this part of the work (or have it performed) on condition that the Beneficiary agrees to pay the commercial price for that part of the work performed by Proximus or Proximus' Third Party. This price will be determined on a case by case basis provided that the Beneficiary has allowed the cost estimation as input in the order entry process. The realization of the quotation will be invoiced towards the Beneficiary independently of the acceptance or not of the quotation itself.

LU termination with works on private domain	Price/Quotation
Quotation realization	€68,59/hour
Quotation	Case by case (can be accepted or not)

- 64 Termination works and additional works on private domain in the FTTB zones and in the least accessible and least densely populated JV zones always require a site survey and the creation of a cost estimate.

2.3.2.13 Improved SLA (ISLA) for repair

- 65 The ISLA set-up fee is the one-time fee due for the configuration of the systems and resources. This ISLA set-up fee is to be paid one time only, for the first Improved SLA Repair being BRUO or Bitstream provided that they are requested at the same time.

	One-time fee
ISLA set-up fee	€2.000,47

- 66 The ISLA configuration fee is the one-time fee due per line for the activation of the ISLA in case of a new line or for any change of the SLA, whether from the Basic SLA to the ISLA product option (or reverse) or from the Premium ISLA choice to the Enhanced ISLA choice (or reverse) in case of an existing line.

	One-time fee
ISLA configuration fee	€8,23

- 67 The monthly recurring fee per line on which an ISLA for repair has been activated depends on the choice for the Improved SLA product option. This fee will be added to the monthly rental fee of the service.

Improved SLA product option	Monthly ISLA Repair recurring fee
ISLA Premium	€9,78
ISLA Enhanced	€5,65

2.3.3 Migration fees

- 68 This section only refers to the migrations towards a Bitstream Fiber PON service and the associated migration fees. Reference is made to the above one-time fees for any additional service (such as rush order, Cancel/Amend, ...) delivered in the context of the said migrations.

2.3.3.1 Single Line Migration fees

- 69 The Single Line Migration fees include both the activation and the deactivation part of the migration and will be entirely invoiced to the Party requesting the migration.
- 70 These fees are applicable in the following cases:
- Change Operator/Swap Telco:** transfer of a line from Beneficiary 1 (Proximus included) or Owner Telco 1 to Owner Telco Proximus and/or Beneficiary 2. The fee is invoiced to the Party requesting the change of operator or the swap of Owner Telco (i.e. Beneficiary 2).
 - Migrate or Change:** product modification from any product to a Bitstream Fiber PON product (including the modification of some technical parameters within the same product). The line remains in the ownership of the Beneficiary. The fee is invoiced to the Party requesting the product modification.

- c. A combination of a. and b.

2.3.3.11 Change of the Service Quality configuration

- 71 The following fee is applicable as a result of the fulfilment of a change order aiming at modifying the Service Quality configuration (p-bit) on a Bitstream Fiber PON End-User line.

Service Quality configuration fee	Price
Bitstream Fiber PON End-User line with Shared VLANs/Single VLANs	€14,32

2.3.3.12 Change of a Dedicated VLAN profile

- 72 The following fee is applicable as a result of the fulfilment of a change order aiming at modifying the Dedicated VLAN profile on a Bitstream Fiber GPON End-User line.

Change Profile fee	Price
Per modified Dedicated VLAN profile	€22,95

2.3.3.13 Change of the Access Type

- 73 The following fee is applicable in case the Beneficiary requests to change the Access Type of a Bitstream Fiber PON End-User line.

Access Type modification fee	Price
Per modified Access Type	€4,95

2.3.3.14 Other scenarios of migration to Bitstream Fiber PON (Change Operator/Swap Telco and Migrate)

- 74 The following tariff is applicable to the Beneficiary requesting a migration in accordance with the scenarios of migration to Bitstream Fiber PON presented in the following table.

Migration fee per line	Price with Shared/Single VLAN	Price with Dedicated VLAN
Change Operator/Swap Telco and/or Migrate to Bitstream Fiber PON for the Installation Method "With Customer Visit"	€142,91	€158,76
Change Operator/Swap Telco and/or Migrate to Bitstream Fiber PON for the Installation Method "Remote"	€8,89	€24,74

- 75 For scenarios other than specified above, the provisioning will be realized in two steps: the first will be the deactivation of the previous situation and the second one the activation of the new situation. Therefore a cease fee will be billed to the Beneficiary of the previous situation and an activation fee will be billed to the Beneficiary of the new service. In case of a product modification within the installed base of a Beneficiary, the same Beneficiary will be billed the cease fee and the activation fee.

2.3.3.2 Customized Migration fees

- 76 Because of the specific character of the Customized Migration, the pricing will be proposed on a case-by-case basis.

2.3.4 Monthly Rental of an End-User line

2.3.4.1 Monthly Rental of an End-User line with Shared VLANs/Single VLANs

77 The Beneficiary has to pay the following monthly rental fee for every activated End-User line.

Access Type	Monthly Rental
Type 0	€19,00
Type 1	€23,00
Type 2	€27,00
Type 3	€29,00
Type 4	€35,00
Type 5	€44,00

2.3.4.2 Monthly Rental of an End-User line with Dedicated VLANs

78 The Beneficiary has to pay the following monthly rental fee for every activated End-User line.

Access Type	Monthly Rental
Type 1 Ded	€23,00
Type 2 Ded	€28,00
Type 3 Ded	€28,00
Type 4 Ded	€28,00

2.4 Information retrieval and databases

2.4.1 MSO Pre-Checks

- 79 The Beneficiary will be invoiced the following amount per request done using the MSO Pre-Checks functionality (either via the GUI or the SOA interface).

MSO Pre-Check	Price
Pre-Checks results (per request done)	€0,00

2.4.2 Pre-Troubleshooting Test

- 80 The Beneficiary will be invoiced the following amount per request done using the Repair Portal or SOA interface.

Repair interface	Price
Pre-Trouble Shooting Test/Diagnosis results (per request done)	€0,00

3. Compensations

3.1 Due by Proximus

- 81 Some of the flat rate compensation amounts as set out hereunder have been calculated based on the tariffs of the product "Bitstream VDSL2 without voice", which was the most representative product of the regulated broadband access portfolio at the time of the calculation.
- 82 Only the Bitstream Fiber PON access product will be considered in the next update of the compensation amounts, irrespective of its representativeness in the regulated broadband access portfolio.

3.1.1 Appointments Not Kept (Basic SLA)

- 83 This compensation is applicable as described in the section "Terms and Conditions for Compensations" of the Annex "Basic Service Level Agreement".
- 84 In cases that Proximus has not respected the committed percentage as indicated in the definition of the Appointment Kept SLA, the Beneficiary will be entitled to a compensation per appointment not kept missing the committed percentage in the related period (including those not kept by the JV Technician when applicable and provided that an appointment booking API is available at JV side).

	Compensation
Per appointment not kept (at order level)	€24,71

3.1.2 Orders Not Technically Executed at Due Date (Basic SLA)

- 85 This compensation is applicable as described in the section "Terms and Conditions for Compensations" of the Annex "Basic Service Level Agreement".
- 86 In cases that Proximus has not respected the committed percentage as indicated in the definition of the Technically Executed SLA, the Beneficiary will be entitled to a compensation per order not technically executed at due date missing the committed percentage in the related period.

	Compensation
Per order not technically executed at due date	€49,42

3.1.3 Non First Time Right Installations (Basic SLA)

- 87 This compensation is applicable as described in the section "Terms and Conditions for Compensations" of the Annex "Basic Service Level Agreement".

- 88 In cases that Proximus has not respected the committed percentage as indicated in the definition of the First Time Right Installations SLA, the Beneficiary will be entitled to a compensation per Non First Time Right Installation missing the committed percentage in the related period.

Per Non First Time Right installation	Compensation
'Remote' installations	€4,60
'With Customer Visit' installations	€132,62
'With Customer Visit Splicing included' installations	€132,62
'Without Customer Visit' installations	€78,15

3.1.4 Provisioning Shared or Single VLAN /Service Quality Timer Escalations (Basic SLA)

- 89 This compensation is applicable as described in the section "Terms and Conditions for Compensations" of the Annex "Basic Service Level Agreement".
- 90 If applicable, the Beneficiary will be entitled to a compensation that corresponds to the values per Shared or Single VLAN / Service Quality presented in the following table.

	Compensation
Provisioning of Shared or Single VLAN / Service Quality Timer Escalations	€10 per Shared or Single VLAN / Service Quality per Working Day delayed with a maximum of 120€

3.1.5 Provisioning OLO Access Line Timer Escalations (Basic SLA)

- 91 If applicable, the Beneficiary will be entitled to the same compensation as described in the document "BROTSoLL_Main Body".

3.1.6 Repair End-User line Timer Escalations (Basic SLA)

- 92 This compensation is applicable as described in the section "Terms and Conditions for Compensations" of the Annex "Basic Service Level Agreement".
- 93 In cases that Proximus has not respected its commitment to repair the End-User line within the two minimum agreed lead times, the Beneficiary will be entitled to a compensation per Working Hour.

	Compensation
Repair Timer Escalations – whether or not with a splicing intervention	€0,16 per Working Hour

3.1.7 Repair End-User line Timer Escalations (Improved SLA)

94 This compensation is applicable as described in the section “Terms and Conditions for Compensations” of the Annex “Improved Service Level Agreement for Repair”.

95 In cases that Proximus has not respected its commitment to repair the End-User line within the agreed lead times, the Beneficiary will be entitled to a compensation, depending on the choice for the Improved SLA product option.

Repair Timer Escalations	Compensation
ISLA Enhanced	€1,51 per Working Hour
ISLA Premium	€1,80 per Clock Hour

96 In case the guaranteed minimum yearly availability of the line is not respected due to a cause that is not external to Proximus, the Beneficiary is entitled to a compensation as described in the table hereunder.

Availability Compensation	
Number of related lines	Compensation
< 100 or < 2 LEX/LDC concerned	€0,00
> 100 and > 1 LEX/LDC concerned	5% of the relevant yearly ISLA rental fee for the lines of Beneficiary subject to ISLA

3.1.8 Repair Ethernet Transport Timer Escalations (Basic SLA)

97 This compensation is applicable as described in the section “Terms and Conditions for Compensations” of the Annex “Basic Service Level Agreement”.

	Compensation
Repair Timer Escalations Ethernet Transport	€100 per Working Day delayed

3.1.9 Repair OLO Access Line Timer Escalations (Basic SLA)

98 If applicable, the Beneficiary will be entitled to the same compensation as described in the document “BROTSoLL_Main Body”.

3.2 Due by the Beneficiary

3.2.1 Useless End-User visits (Provisioning)

99 This compensation is applicable as described in the section “Terms and Conditions for Compensations” of the Annex “Basic Service Level Agreement”.

100 In cases that the Beneficiary has not respected the committed percentage as indicated in the definition of the Useless End-User visit SLA, Proximus will be entitled to a compensation per Useless End-User visit missing the committed percentage in the related period.

101 A useless End-User visit can happen for multiple reasons as described in the section “Terminology” of the Annex “Planning & Operations”.

Useless End-User visit fee	Compensation
Per intervention	€43,34

102 In case the reason is “End-User absent after call”, meaning that the Proximus or Partner Technician could reach the End-User before the visit and the End-User asked to not pass by, the following fee will be due by the Beneficiary.

Aborted End-User visit fee	Compensation
Per intervention	€8,38

103 The above-mentioned compensations will be adapted in case of a change in the corresponding Bitstream VDSL2 compensations, meaning that a change in the Bitstream VDSL2 compensations will be applied mutatis mutandis for Bitstream Fiber PON as from the entry into force of the new VDSL2 compensations.

3.2.2 Multiple useless interventions (Provisioning)

104 When a Proximus or Partner Technician or a JV Technician (when applicable and provided that an appointment booking API is available at JV side) closes a work order for the 3rd time with a combination of any of the reasons as described in the section “Terminology” of the Annex “Planning & Operations”, the cancellation of the order will be automatically done in the Proximus provisioning systems and the cancellation fee “Cancel request before Due Date – 1 (12 pm)” will be charged to the Beneficiary.

105 The Beneficiary will be additionally charged in the same way as described in the above section “Useless End-User visits (Provisioning)”.

3.2.3 Wrongful Repair Request

106 This compensation is applicable as described in the section “Terms and Conditions for Compensations” of the Annex “Basic Service Level Agreement”.

107 In cases that the Beneficiary has not respected the committed percentage as indicated in the definition of the Wrongful Repair Request SLA, Proximus will be entitled to a compensation per Wrongful Repair Request missing the committed percentage in the related period.

108 The repair cases leading to the application of a Wrongful Repair Request compensation due by a Beneficiary is defined in the section “Wrongful Repair Requests” of the Annex “Planning & Operations”, and the following fee will be due by the Beneficiary.

Wrongful Repair Request fee	Compensation
Per intervention	€149,39

109 Proximus will charge the Beneficiary with the Wrongful Repair Request fee if the cause of the incident is not attributable to Proximus or a Proximus’ Third Party.

110 Proximus will provide the Beneficiary with the following information: the repair case number, the date and hour of opening and closing of the repair case, the service identification number as well as the incident location identified at the end of the repair intervention and leading to the conclusion of a Wrongful Repair Request.

111 The above-mentioned compensation will be adapted in case of a change in the corresponding Bitstream VDSL2 compensation, meaning that a change in the Bitstream VDSL2 compensation will be applied mutatis mutandis for Bitstream Fiber PON as from the entry into force of the new VDSL2 compensation.

4. Billing

4.1 Preliminary

112 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.

113 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.

114 For each Bitstream Fiber PON product, Proximus will invoice the Beneficiary accordingly.

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

116 The “Billing Data” is the data that is necessary to ascertain the charges payable by Beneficiary under the General Terms and Conditions. The Billing Data is recorded via the Billing System as described in the section “Recording and storage of Billing Data” of this document.

117 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.

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

4.2 Recording and storage of Billing Data

119 For each service chargeable under the General Terms and Conditions, 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

120 The general list of Billing Data indicated above is not exhaustive. Pricing is set in the section “Pricing” of this document.

121 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.

4.3 Confirmation of charging principles

122 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.

123 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.

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

125 The recurring charges for the Bitstream Fiber PON product and services will be mentioned in the Invoice of the Billing Period which encompasses the Bringing Into Service Date. The Charges will be calculated on the proportion of the Billing Period in which the Bitstream Fiber PON product and services were operational

126 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 reference offer (section "Pricing" of this document)

4.4 Invoices

127 Subject to the specific rules applying to specific types of billing services as set out in Appendix A, Proximus shall submit to the Beneficiary invoice(s) for the charges under the General Terms and Conditions during the applicable Billing Period.

128 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 B "Billing Contact persons".

129 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.

- 130 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 by both Parties and the sending of invoices, 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.
- 131 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.
- 132 All changes to amounts invoiced in accordance with this section "Invoices" will be effected through credit notes or additional invoices.

4.5 Payment

- 133 All charges due by Beneficiary to Proximus under the General Terms and Conditions shall be paid within 30 Calendar Days after issuance of the invoice (the "Due Date").
- 134 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.
- 135 Credit notes will be set off against any payments due of the next invoice and are refundable when there are no outstanding invoices.
- 136 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 interest, 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.
- 137 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.
- 138 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.

4.6 Disputes

- 139 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”.
- 140 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. Such Notice of Dispute will indicate 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 General Terms and Conditions will be deemed accepted unless a Notice of Dispute has been sent in accordance with the above.
- 141 Upon receipt of the Notice of Dispute, the Parties shall exchange by ordinary mail any information necessary or useful for solving the Dispute.
- 142 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.
- 143 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.
- 144 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 parameters

145 The products covered under this billing and accounting document are the Wholesale Home Termination and Bitstream Fiber PON products.

146 The general list of billing services below is not exhaustive and may be adapted. Prices are set in the section "Pricing" of this document.

147 Tariffs applicable for the End-User line

- One-time fees
 - Provide fees (incl. activation fees)
 - Cease fee
 - Move fee
 - Rush order fee
 - Amend Due Date fee (after the TOC message)
 - Amend Product fee (after the TOC message)
 - Upgrade Intallation Method fee (after the TOC message)
 - Manual TSI fee
 - Cancellation fee
 - Works on private domain (based on a quotation)
 - Improved SLA for Repair fees
 - Migration fees (Change, Change Operator/Swap Telco, Migrate and Customized Migrations)
 - Useless End-User visit compensation
 - Wrongful Repair Request compensation
- Monthly recurring fee per End-User line

148 Tariffs applicable for the Ethernet Transport

- One-time fees
 - Fees for the activation/deactivation of VLANs
 - Fee for the change of VLAN Bandwidth
- Monthly recurring fee for the Ethernet Transport

149 Tariffs applicable for the OLO Access Line

- Tariffs applicable for the 1 GE and 10 GE Customer-Sited OLO Access Line
- Tariffs applicable for the 1 GE and 10 GE Proximus-Sited OLO Access Line
- Tariffs applicable for the 1+1 GE and 10+10 GE / Proximus + Customer-Sited OLO Access Line
- Tariffs applicable for the Multichassis LAG OLO Access Line 1+1 GE and 10+10 GE / Proximus and/or Customer-Sited
- Tariffs applicable for the 1 GE and 10 GE Backhaul OLO Access Line
- Tariffs applicable for the migration to a 10 GE Access Line Proximus and/or Customer-Sited

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

Appendix B: Billing Contact Persons

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

Contact person in Proximus

Name	
Division	Proximus Carrier and 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 ⁵	
Division	
Room	
Address	
Tel	
Fax	

⁵ Limited to one e-mail address per Beneficiary.

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