



CPS and CS services

## Addendum n°22 to the Proximus Reference Interconnect Offer (BRIO) valid as from 01/02/2019

Date: 01/02/2019  
Sensitivity: **Unrestricted**

proximus

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## 1. Introduction

The BRIO in its section 4 (Collecting Access Services ) describes the way in which Proximus offers Collecting Access Services to the Operator and more specifically Carrier Pre-Selection (CPS) and Carrier Selection (CS). In section 16.3 of the BRIO the pricing conditions for these services are presented.

The conditions in BRIO relating to these services have been amended several times through these Addenda:

Addendum N°4: CPS tariffs (valid as from 01/09/06)

Addendum N°5: CPS scope (valid as from 02/10/06)

Addendum N°8: Terminating and collecting tariffs (valid as from 01/06/07)

Addendum N°12: CPS service (valid as from 01/11/08)

Addendum N°13: CPS tariffs (valid as from 01/01/09)

The present Addendum to the BRIO concerns a voluntary offer of Proximus to maintain the CPS and CS Services after deregulation under specific conditions described in this Addendum. This Addendum is formulated as a voluntary undertaking by Proximus that would be applicable in the event of deregulation of the relevant markets of fixed access for voice telephony and collecting access services.

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

## 2. Adaptation of Section 4.1

Section “4.1 General” of the BRIO is to be completed by the following text:

The Collecting Access Services are not available from Voice over Broadband.

### Services availability period

Proximus undertakes to make CPS and CS Services available to the Customer until 31/12/2019.

In the period from 01/01/2020 to 31/12/2022, Proximus undertakes to make CPS and CS Services available to the Operator, unless the following exceptions:

(a) in case the underlying classic PSTN, ISDN and PRA technology, supporting CPS and CS services, disappears for the end-user because of the evolution of the Proximus network infrastructure or because of the Proximus-initiated migration to Voice over Broadband technology.

or

(b) in case of important changes of economic balance where the provision of the CPS and CS Services generates for Proximus an important financial one time cost required to

guarantee the continuity of the services, higher than 20% of the revenue generated in the coming year for Proximus according to the applicable tariffs.

or

(c) in case of significant decrease of the volume of CPS lines under on average 50 000 installed CPS lines per month over the previous semester

or

(d) in case of significant decrease of the volume of collecting traffic minutes to less than on average 1.000.000 minutes per month over the previous semester.

Proximus undertakes to stop completely the CPS and CS Services at 31/12/2022.

Proximus undertakes to send to the Operator a prior written termination notice of six months before terminating the CPS and CS Services.

### Prices

The prices detailed in article § 16.3 can be subject to the following pricing adjustment:

Proximus reserves its right to adjust the prices at the beginning of every new calendar year in accordance with the consumption index of FoD Economy and the following price adjustment formula:

$$P1 = P0 \times (S1/S0)$$

whereby

P1 = is the new Price applicable from January

P0 = the Price applicable in December of the previous year (i.e. Price last applied)

S0 = consumption index FOD Economy of (1) either the month of December preceding the entry into force of the BIPT regulatory decision that deregulates CPS and CS services, in case of the first indexation of the price, (2) or the month prior to the last indexation of the price, depending on which of these events last took place.

S1 = consumption index FOD Economy of the month of December preceding the indexation applied in January.

### 3. **Other conditions**

All other terms and conditions of the BRIO including its Annexes as amended remain unchanged and in full force and effect until the termination of the offer.

Except as otherwise provided in this Addendum, this Addendum represents the entire agreement on the subject matter covered by this Addendum.



Any complaint concerning the validity, the interpretation or the performance of this offer can be submitted to the BIPT in its general competence as mediator of the market for electronic communications, as set out in article 14§1, 4° of the Law of 17<sup>th</sup> January 2003.