ANNEX 4 of Proximus Reference Interconnect Offer (BRIO) for licensed Telecommunications operators valid as 01/01/2006 (V.1)

PLANNING AND OPERATIONS

Date **01/01/2006**
Sensitivity **Unrestricted**

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1. References

This document refers to the relevant ITU and ETSI recommendations and to Proximus documents such as Technical Specifications, Testing Specifications, Service Plans and Accounting and Billing documents. These Proximus documents can be obtained by OLO according to the procedure described in Section 5.1.2 of this document. Throughout this document "OLO" means "other authorised Telecommuncations Operator" in the sense indicated in BRIO, chapter 1, footnote 2.

2. Acronyms

AA	Access Area
AAP	Area Access Point
AGE	Access Gateway Exchange
AP	Access Point
ATAP	Access to the Access Point
ATC	Account Telecom Consultant
BIS	Bringing into Service
BIT	Proximus Interconnect Traffic
BRIO	Proximus Reference Interconnect Offer
CPS	Carrier Pre-selection
CRD	Customer Requested Date
CS	Carrier Selection
CSC	Carrier Selection Code
CSG	Circuit Sub Group
DDF	Digital Distribution Frame
DPC	Destination Point Code
ICL	Interconnect Link
LAP	Local Access Point
MOU	Memorandum of Understanding
OIT	OLO's Interconnect Traffic
OLO	Other Licensed Operator
PDH	Plesiochronous Digital Hierarchy

RFS   Ready for Service

SAP   Signalling Access Point

SDH   Synchronous Digital Hierarchy

SLA   Service Level Agreement

SPOC   Single Point of Contact

SSN7   Signalling System Number 7

STP   Signal Transfer Point

TIC   Technical Implementation Committee

VAS   Value Added Service

3. Scope

This Annex describes the planning and operations principles, related to the Interconnection between Proximus Network and OLO's Network [1].

Proximus has appointed a member of its staff as Single Point of Contact (SPOC) for all matters related to the interconnection between OLO's Network and Proximus Network. This SPOC is authorised to lead commercial interconnect negotiations with OLO on behalf of Proximus. Any changes in the identity of the SPOC are communicated by Proximus to OLO.

3.1 Implementation Meetings

An Implementation Meeting will be held upon the request of any of the Parties, at the dates agreed by the Parties. If required by one of the Parties, the Implementation Meeting will take place at the latest ten (10) Working Days after the receipt by one of the Parties of the request of the other Party to hold an Implementation Meeting. At Implementation Meetings, the Parties may discuss any issue in connection with the planning and operations of their Networks in the context of the Interconnection between them. In particular, and without prejudice to the right of the Parties that any other technical issue as defined in the preceding sentence be discussed, the following issues shall be discussed during Implementation Meetings:

- the Parties' Forecasts, Ordering Intention, Firm Orders and related RFS dates in case the CRDs cannot be met;
- follow-up of the implementation of previous Capacity Orders; and
- Interconnection outages and measures intended to protect and improve the Quality of Service of the Interconnect Services.

It is understood that technical issues are the main subject of TIC meetings, but once an issue has to be covered within a TIC meeting or an Implementation Meeting, all related issues have also to be addressed during this meeting to make sure a complete picture of the discussed issue is available at the end of the meeting, in order to speed up the process of finding a solution. This strengthens the necessity to have an agenda to get the right people attending.

Non-technical issues can only be discussed in a TIC meeting if this is justified and agreed by both Parties on the basis of proposed agenda items. Both Parties' Implementation Managers exchange the agenda items and the list of names and job titles of the persons who will attend the meeting at least 5 Working Days before each meeting.

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[1] Throughout this document, "Network" and "Access Point" should be replaced respectively by "System" and "Point of Presence" when these terms relate to an OLO that does not fulfil the conditions required by the Regulatory Framework to operate a public network.

3.2 Technical Implementation Committee

The group of participants in the Implementation Meetings is called the Technical Implementation Committee (TIC). Each Party's team will be led by a duly authorized Interconnect Implementation Manager or its Deputy.

When the TIC comes to an agreement about a particular issue, it will be stated in the minutes of the meeting. When the TIC cannot come to an agreement about a topic, it will also be stated in the minutes of the meeting, and the matter will be put on the agenda of the Interconnection Co-ordination Group. The Interconnection Co-ordination Group, at which Proximus is represented by the SPOC, is in charge of discussing the commercial issues related to the Interconnection of the two Parties' Networks.

The minutes of each TIC meeting shall be provided within a five (5) Working Day period. The document provided to the receiving Party shall be validated by and binding for the sending Party. The receiving Party shall have five (5) Working Days to validate it and to be bound by it. In the event that the receiving Party transmits comments on the draft report within the 5 Working Day period, the other Party will again have a five (5) Working Day period to transmit either its validation of the comments or to transmit comments on the comments. In the latter event, the finalisation of the draft report will be part of the agenda of the next TIC meeting as first point on the agenda.

4. Responsibilities

The responsibilities of the Parties with respect to the Forecasting and Ordering of ICLs conveying their respective Interconnect Traffic are defined in the relevant Sections below. However, it is possible that some of the items mentioned below do not exist in a particular interconnect environment between two Parties depending, in particular, on the Interconnect Services provided between the Parties.

Each Service Plan included in the Interconnect Agreement indicates whether it is Proximus or whether it is OLO that is responsible for the Forecasting and Ordering of ICLs in respect of the Interconnect Traffic under the Service Plan concerned. If Proximus is responsible for such Forecasting and Ordering, then the Interconnect Traffic under that Service Plan is called BIT[2] . If OLO is responsible for such Forecasting and Ordering, then the Interconnect Traffic under that Service Plan is called OIT.

A summary of BIT and OIT is provided below and should be read together with the specific conditions set out in each Service Plan. If there are exceptions to the general rules stated below, then they will be clearly indicated in the related Service Plans. It is confirmed that, in the event of differences, the information contained in the Service Plans prevails over the information summarised below.

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[2] BIT will however be forecasted by OLO in case of "non-mature" traffic (see Section 9.1).

4.1 Proximus's Interconnect Traffic

BIT includes:

- Calls conveyed from Proximus Network to OLO's Network, to be terminated in or through OLO's Network, excluded the Calls explicitly defined as OIT in Section 4.2;
- Calls collected in OLO's Network and for which Proximus was selected by the Calling Service User by means of a Collecting Access Service [3] on the basis of a CAC allocated to Proximus;
- Calls conveyed from OLO's Network to Proximus Network in order to reach the Value Added Services offered by Proximus or by other OLOs.

4.2 OLO's Interconnect Traffic (OIT)

OIT includes:

- Calls conveyed from OLO's Network to Proximus Network, to be terminated in or through Proximus' Network, excluded the Calls explicitly defined as BIT in Section 4.1;
- Calls collected in Proximus Network and for which OLO was selected by the Calling Service User by means of a Collecting Access Service on the basis of a CAC allocated to OLO;
- Calls conveyed from Proximus Network to OLO's Network in order to reach the Value Added Services offered by OLO or by other OLOs.

5. Exchange of information

5.1 Preliminary Exchange of Information

Each Party shall provide to the other Party the information set out in this Section as soon as it is reasonably practicable. OLO will provide this information to Proximus in a Statement of Requirements (SOR), which will form the basis of the granting by Proximus of an entrance ticket number for testing in accordance with the rules set out in Section 8. The Statement of Requirements has to be sent by registered mail to the SPOC appointed to OLO by Proximus.

Within fifteen (15) Working Days of the receipt of the Notice of the SOR, Proximus shall notify its remarks concerning the SOR to OLO. In particular, Proximus shall indicate to OLO whether or not the SOR is complete. When the SOR is complete and Proximus has no further remarks on the SOR, Proximus shall communicate the entrance ticket number for testing as soon as the test links are ordered by OLO. When Proximus considers that the SOR is not complete and/or Proximus has remarks concerning the SOR, it shall give Notice of that fact to OLO within 15 Working Days of the

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[3] Calls to Value Added Services are Calls to non-geographical numbers, excluding in particular the numbers related to Mobile Networks, Emergency Services and Operator Assistance Services.

receipt of OLO's SOR. Proximus shall clearly indicate in its Notice to OLO which information mentioned in §5.1.1 is missing and/or Proximus will clearly describe its remarks concerning OLO's SOR. OLO shall send a Notice to Proximus containing the missing information and/or OLO's answers to Proximus remarks concerning OLO's SOR. Within five Working Days of the receipt of OLO's Notice, Proximus will confirm whether OLO has provided the missing information and/or provided a satisfactory answer to Proximus' remarks. If this is indeed the case, Proximus shall communicate the entrance ticket number for testing as soon as the test links are ordered by OLO.

5.1.1 Information to be provided by OLO

The following information must be provided by OLO:

- the Customer Requested bringing into service Date of the initial Interconnection;
- the list of the Access Areas ("AAs") in OLO's Network, with a description of their coverage expressed as a series of geographical number blocs;
- for each AA, the name, the location and the full address of all the Access Points ("APs") offered to Proximus for the Interconnection of its Network;
- the list of the Access Gateway Exchanges ("AGEs") in OLO's Network. This list contains for each AGE the name and the Destination Point Code for Interconnection;
- An indication of the type and a description of the essential characteristics (e.g. software release number) of the switches used by OLO, resulting in an unambiguous identification of these switches, can also optionally be added. This information will help Proximus to make a more accurate estimate of the duration of the Conformance Tests. OLO can also choose to provide a certicate delivered to its switch supplier by Belcomlab or another recognized laboratory, indicating that the switches used are in conformance with the applicable Proximus specifications;
- the Proximus APs to which OLO wishes to interconnect its Network, amongst those which have been identified by Proximus as being available to OLO for the purpose of Interconnection; for each Proximus AP selected by OLO, OLO must indicate the type and Capacity of the requested ICLs (see Section 6.2 below);
- the Proximus Service Plans, OLO wishes to obtain from Proximus;
- the list of the SSN7 Signalling Transfer Points and their APs with the Signalling Point Codes allocated by BIPT to OLO (BIPT certificates to be included);
- the Service Plans offered by OLO;
- the geographic and non-geographic number ranges (including CACs, VAS numbers, …) allocated to OLO by BIPT (BIPT certificates to be included) [4].

5.1.2 Information to be provided by Proximus

The following information will be provided by Proximus:

- the Technical and Testing Specifications (Conformance Tests);
- the list of the AAs in Proximus Network, with a description of their coverage expressed as a series of geographical number blocs;
- for each AA, the location of all the AAPs at which OLO can interconnect its Network;

[4] The actual request for the implementation of OLO's number ranges in Proximus switching equipment will be the subject of a separate written request to be sent to the Proximus Numbering Manager, as indicated on the distribution list issued by BIPT.

- the list of the AGEs in Proximus Network. This list contains for each AGE the name and the Destination Point Code for Interconnection;
- the list of LAPs with their location, offered by Proximus to OLO for Local Interconnection. The coverage of each LAP is expressed as a series of geographical number blocks;
- the list of OLO's APs to which Proximus wishes to interconnect its Network amongst those which have been identified by OLO as being available to Proximus for the purposes of Interconnection; for each OLO AP selected, Proximus must indicate the type of ICL which is requested (see Section 6 below); Proximus will determine the Initial Capacity of these ICLs on the basis of the Forecast made by OLO;
- the list of the SSN7 Signalling Access Points (SAPs) and their APs with the Signalling Point Codes allocated by BIPT;
- the OLO Service Plans, Proximus wishes to obtain from OLO;
- the Service Plans, offered by Proximus;
- the geographic and non-geographic number ranges (including CACs, VAS numbers, …) allocated by BIPT to Proximus.

Proximus will as much as possible make the information described in this Section 5.1.2 available via its website through a secured access. Information which cannot be obtained via the mentioned website will be transmitted to the OLO within 5 Working Days after the receipt by Proximus of the information request of the OLO, subject to the prior signing of a confidentiality undertaking by the OLO. Modifications of the content of the secured website will be brought to the attention of the OLO SPOC via e-mail and will be added as an item in the agenda of the next TIC meeting if relevant.

5.2 Additional information exchange

Any reasonable additional information on the matters mentioned above, that a Party needs to know, may be required from the other Party. Any such information request shall be made in written form and is to be addressed, as far as Proximus is concerned, to the Proximus SPOC. OLO will indicate to Proximus the procedure to be followed by Proximus in order to transmit similar requests for information. The Party from which the above additional information is requested must provide it within the shortest practicable delays and, in any event, no later than 15 Working Days starting from the date of receipt of the request. Any refusal to provide the requested information, either in whole or in part, shall be reasoned and can be put on the agenda by any Party for discussion at the Interconnection Co-ordination Group.

The Parties shall provide to each other any relevant information regarding changes in the Parties' infrastructure that have an effect on the Interconnect Services offerered by the Parties. In as far as changes in the Proximus Network are concerned that have a significant impact on the Interconnect Services, Proximus will communicate such information as soon as reasonably practicable and not later than 12 months 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; in this case, BIPT and OLO have to be informed of the nature of these unforeseen circumstances). The ability of Proximus to adapt its Network to changes in OLO's Network having a significant impact on the Interconnect Services, will depend on the nature and the impact of the change and on the period of advance notification respected by the OLO in the announcement of the change.

Network upgrades resulting in the situations as defined below shall be considered as changes having an effect on the Interconnect Services.

For any given AP which becomes commercially available for Interconnection after the preliminary information exchange has taken place (and which, therefore, was omitted from the initial notification) the Party on which Network the AP in question becomes available, shall notify the other Party of the name, the location and the coverage of this AP, expressed as a series of geographic number blocks. The notification contains also the date as from which this AP becomes commercially available for Interconnection. As far as Proximus is concerned, this notification will be given as soon as reasonably practicable and not later than twelve (12) months in advance of the planned opening of the AP [5].

Also, for any given AGE which becomes commercially available for Interconnection after the preliminary information exchange has taken place (and which, therefore, was omitted from the initial notification) the Party on which Network the AGE in question is located, shall notify the other Party of the name and the DPC of this AGE and of the name of the Access Point which is connected to that AGE. The notification contains also the date as from which this AGE becomes commercially available for Interconnection. As far as Proximus is concerned, this notification will be given as soon as reasonably practicable and not later than twelve (12) months in advance of the planned opening of the AGE.

6. Transmission facilities

The interfaces of the transmission facilities used for the ICLs are set out in Technical Specification C1: "Transmission". Additional details concerning Proximus offer of Interconnect Link Service to OLO can be found in Section 9.5 and in the relevant Proximus Service Plans. The Technical Specification C1, as well as the Proximus Service Plans can be found on Proximus secured website.

"The type of traffic (BIT/OIT) is not relevant to the type of transmission used. The choice if BIT/OIT traffic will be carried over a Proximus-sited, customer-sited, mid-span or in-span transmission system should be open for commercial negotiation, and not restricted from the start." [6]

6.1 For Proximus traffic [7]

"The transmission facilities are not related to the services that are carried over them. Both parties have the right to select, after evaluating the proposal, if any, from the other party, the transmission facility best suited for the traffic that they are responsible for. So it will be possible that multiple

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[5] If an OLO wants to be connected to the new AP before the end of the notification period of 12 months, then Proximus can comply with the request of the OLO if this is technically feasible. There can however be no obligation whatsoever for OLO to connect to the new AP before the end of the notification period of twelve (12) months.

[6] Text imposed by the BIPT in its Advice of 14/11/01.

[7] 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.

distinct facilities are used. Each party should have the right to collocate with the other party. Each party shall be responsible for the commercial conditions of collocation at their premises." [8]

When required by Proximus, OLO must consent to a site-survey by Proximus qualified personnel, within ten (10) Working Days after receiving notification of Proximus choice of OLO-Sited Interconnection, unless otherwise specified in an appropriate SLA concluded between Proximus and OLO.

OLO must make available the necessary building infrastructure (including floor space, power, air-conditioning, …) for Proximus equipment minimum two (2) months before the CRD Date and will inform the Implementation Manager (ATC) of Proximus of the date at which the said building infrastructure will be available. The general housing requirements for this type of ICL are described in Technical Specification C1: "Transmission".

6.2 For OLO's traffic

The following ICL Services are offered by Proximus for the purpose of conveying OIT to an Access Point [9].

6.2.1 Customer-Sited Interconnection

Proximus shall install, operate and maintain all cables and transmission equipment from a point indicated by OLO at the OLO AP up to the relevant Proximus AP selected by OLO, as described in Technical Specification C1: "Transmission".

When required by Proximus, OLO must consent to a site-survey by Proximus qualified personnel, within ten (10) Working Days after receiving notification of OLO's choice of Customer-Sited Interconnection, unless otherwise specified in an appropriate SLA concluded between Proximus and OLO. At that occasion Proximus will indicate the necessary floor space taking into account the local situation. OLO must make available the necessary building infrastructure (including floor space, power, air-conditioning, …) for Proximus' equipment minimum two (2) months before the CRD Date and will inform Proximus of the date as from which the said building infrastructure will be available.

6.2.2 Proximus-Sited Interconnection

OLO will install, operate and maintain all cables and transmission equipment from a point indicated by Proximus at the Proximus AP, selected by OLO, up to the relevant OLO AP. This service may, however, not be available for technical reasons in all buildings where the relevant Proximus APs are located. OLO cannot order Proximus-Sited Interconnection before feasibility has been confirmed by Proximus for the site concerned. Further details on Proximus-Sited Interconnection can be found in

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[8] Text imposed by the BIPT in its Advice of 14/11/01.

[9] As far as OLOs are concerned that have not been granted a licence of Public Network Operator on the basis of aticle 92bis of the Act of 21 March 1991, the Proximus offer is limited to Customer-Sited ICL's connecting OLO's Network to Proximus Access Points.

the related Service Plan and in the Colocation Agreement concluded between OLO and Proximus. The terms and conditions concerning the general issues related to colocation are contained in the Colocation Agreement, concluded between the OLO and Proximus, under the applicable regulatory framework. Proximus will publish on its secured website a list of Access Points where Proximus-sited Interconnection is available or not available. Proximus will state, for each Access Point mentioned in the list, the reasons why the Access Point is not available for Proximus-sited Interconnection. The list will be updated on a quaterly basis.

Proximus will install the necessary cabling, as ordered by OLO and indicated in the Colocation Agreement concerned, from the OLO Colocation Area in the "Colocation Room" to the Proximus DDF associated with the Proximus Access Point or to the DDF associated with the Transport Interconnect Service. In AAP's the minimum configuration for the internal cabling will consist of two separate cables constituting 8 E1's, each cable being used in a unidirectional way. In LAP's the minimum configuration for the internal cabling will consist of one cable constituting 4 E1's, implying that the cable is used in a bidirectional way. A specific cabling will be used for 34 Mbit/s Half-links.

The Demarcation Point of the Proximus-sited IC Link is located at the end of the cable provided by Proximus (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. No additional cabling order is needed if the existing cabling is sufficient. For the sake of clarity, the attention of the OLO is drawn to the fact the Demarcation Point does not constitute the border between the IC link part to be paid by Proximus and the IC link part to be paid by OLO. An OIT IC link has to be paid entirely by the OLO (see §9.1 of the present Reference Interconnect Offer) irrespective of the Party which has implemented the IC Link, in whole or in part.

OLO shall provision, maintain and operate the transmission equipment which is installed in its Colocation Area in accordance with the relevant Proximus technical specifications concerning colocation, IC Links and Half-links.

OLO is in charge of the administering through appropriate means (such as allocate circuits to specific cables) the cabling from the Colocation Room to the DDF associated with the Proximus Access Point and to the DDF associated with the Transport Interconnect Service.

OLO shall in particular provide information about the Proximus DDF termination identity in case of switched interconnect. OLO will use consecutive numbers for the identification of the Proximus DDF terminations to be connected to OLO circuits. OLO shall provide the same information for the Transport Interconnect Service.

OLO will also administer the usage and the occupancy of the E1-cabling between its Colocation Area and the Proximus DDF. It must order additional cabling to Proximus before the saturation of the existing cabling taking into account the lead time indicated in Section 13.2 has to be used. Proximus will only install the said E1 cabling if a specific order has been introduced by OLO or by a Third Party, which makes an IC Link available for OLO. The ordering Party will be invoiced for the provision of the E1-cabling. The ordered E1-cabling will be indicated in the appropriate order form. The conventions for internal cabling are described in "Appendix 3: Information concerning Proximus-Sited Interconnection". The same procedure will be applied for 34 Mbit/s Half-links.

6.2.3 Mid-Span Interconnection

Proximus and OLO shall respectively install, operate and maintain that part of the cables and the transmission equipment between their premises and a Demarcation Point which is located at a jointly agreed upon location.

A Mid-Span Interconnection is always based on SDH technology.

OLO's cables and transmission equipment are subject to Conformance testing to verify that it is compliant with the requirements of Technical Specification C1: "Transmission". A Mid-Span Interconnection cannot be set up before signing the Conformance Certificate. OLO must choose other equipment or adapt its equipment if it is found that its equipment is not compliant with the Technical Specifications.

Proximus and OLO will commonly operate the Mid-Span Interconnection.

6.2.4 In-Span Interconnection

Proximus and OLO shall respectively install, operate and maintain that part of the cables and the transmission equipment between their premises and a Demarcation Point located in a footway box designated and installed by Proximus in the immediate vicinity of the building where the Proximus AP selected by OLO is situated.

An In-Span Interconnection is always based on SDH technology.

OLO's cables and transmission equipment are subject to Conformance testing to verify that it is compliant with the requirements of Technical Specification C1: "Transmission". An In-Span Interconnection cannot be set up before signing the Conformance Certificate. OLO must choose other equipment or adapt its equipment if it is found that its equipment is not compliant with the Technical Specifications.

Proximus and OLO will commonly operate the In-Span Interconnection.

7. Choice of Access Points

OLO can, subject to what is stated below, freely choose the Proximus AAPs and LAPs at which it wants to interconnect its Network. Proximus will examine with OLO the OLO Access Points at which Proximus can interconnect its Network.

The requested Party shall in principle accept the other Party's demand for interconnect at a particular Access Point, unless for objective and legitimate reasons, e.g. lack of Capacity. Within one (1) month after the submission by the requesting Party of its choice of APs, the requested Party shall either confirm and accept the choice made by the requesting Party or it will reject, in whole or in part, that choice. In the latter event, the requested Party shall provide the requesting Party with all the justifications for rejecting the choice concerned. If after a rejection of a choice of APs, the Parties fail to reach an agreement on the APs to be used, any Party may ask to put this issue on the agenda of a meeting of the Interconnection Co-ordination Group.

Both Parties must agree in the Technical Implementation Committee about the ICL type (see Section 6 above) for OIT and BIT. Should the Technical Implementation Committee fail to agree about the ICL type, a Party may ask to put this issue on the agenda of a meeting of the Interconnection Co-ordination Group.

8. Testing

The establishment of a first Interconnection between Proximus and OLO's Network is preceded by a period of testing in which three phases can be distinguished, as indicated below. Testing is only performed with OLOs having been granted by the competent Belgian Authority the adequate type of authorization.

Testing is based on an entrance ticket system which allows OLO to reserve with Proximus a time window to carry out the tests and which allows Proximus to optimize the use of its limited testing resources so that the testing can be carried out for two OLOs concurrently. Upon receipt of a complete Statement of Requirements and an official written request for testing confirming the type and the essential characteristics of OLO's AGE[10] and including the ordering of the test links for the Conformance tests as indicated below, Proximus will allocate an entrance ticket number to OLO. The entrance ticket number will determine the priority according to which the different OLOs can choose an available test window. The allocated test window is cancelled (i) if OLO is not ready at the scheduled starting date of the tests, or (ii) if OLO requests a postponement of the tests or (iii) if the tests are interrupted for a period longer than three (3) days due to insufficiencies in the OLO's facilities or (iv) if Proximus has not received the confirmation that OLO has been granted by the competent Belgian Authority the adequate type of authorization. In those cases, the next available entrance ticket number is allocated to OLO on which basis a new test window is determined.

The duration of the Conformance tests will not exceed 40 Working Days, unless in case of special circumstances which will be motivated by Proximus with regard to the BIPT. Proximus will inform the OLO concerned that such motivation has been given to the BIPT.

Test links are considered as temporary leased lines which have to be ordered and cancelled by the OLO in accordance with the rules applicable for temporary leased lines. The rental for test links will be invoiced by Proximus as from the starting date of the tests.

As an alternative to conformance testing, OLO can provide a certificate delivered to its switch supplier by Belcomlab or another recognized laboratory, indicating that the switches used by OLO are in conformance with the applicable Proximus specifications. If it is not possible for OLO to provide such certificate, for whatever reason, the conformance tests described in this Section are mandatory.

8.1 Conformance Testing (Phase 1)

The goal of conformance testing is to verify the conformance of the Proximus and the OLO Network to the applicable Technical Specifications. Conformance Testing is composed of different types of tests covering all functionalities related to an Interconnection as listed under Sections 8.1.1 up to 8.1.3. Successful completion of all mentioned types of tests is required before initial Interconnection between the Parties' Networks can be brought into service.

Conformance tests are done on a test bed or on an equipment that is not connected to the "live" Network. Therefore, two test links have to be ordered by OLO for this purpose no later than the date specified in the Project Plan attached to the MOU concluded between the Parties.

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[10] Concerning the provision of information related to OLO's AGE, see remark made in Section 5.1.1

In case the Parties fail to reach an agreement on proposed changes after the rejection of the Conformance tests, the Interconnection Co-ordination group will have to meet within one month after the notification of the refusal, at the latest.

8.1.1 Transmission tests

Before installing the first Mid-Span or In-Span ICL, both Parties will jointly perform transmission Conformance tests. For each problem encountered, the TIC will agree about:

- the classification of the problem;
- the Party in charge of the solution;
- the due date for the solution.

Once testing of the equipment is successfully completed, a Transmission Conformance Certificate will be signed.

A first Mid-Span or In-Span Interconnection cannot be set up before this Transmission Conformance Certificate is signed by both Parties.

8.1.2 Switching tests

Prior to the Bringing into Service of the first Interconnect Link, both Parties will jointly perform switching Conformance tests. For each problem encountered, the TIC will agree about:

- the classification of the problem;
- the Party in charge of the solution;
- the due date for the solution.

Once testing of the AGE is successfully completed, a Switching Conformance Certificate will be signed.

The first OLO AGE will not be connected to the Proximus Network if this Switching Conformance Certificate is not signed by both Parties.

8.1.3 Clock tests

If OLO has its own clock source, clock Conformance tests are to be done. OLO may not use its internal reference before the signing of a Clock Conformance Certificate.

8.1.4 Network upgrades

A Party that plans an upgrade of its Network resulting in:

- a change of the signalling protocol;
- the use of new parameters in the signalling between both Networks;
- the allocation of new values for existing parameters in the signalling between both Networks.

must notify the other Party as soon as possible and sufficiently in advance, with a detailed description of the changes (except if the upgrades concerned are due to unforeseen circumstances and it therefore does not allow the Party concerned to respect the above mentioned period). Both Parties have to agree upon the proposed changes. If a Party rejects, in whole or in part, the changes proposed

by the other Party, it shall provide the requesting Party with all the justifications for the rejection. If the Parties fail to reach an agreement on the proposed changes, any Party may ask to put this issue on the agenda of a meeting of the Interconnection Co-ordination Group.

In case both Parties agree upon the proposed changes, the TIC will then decide if new or additional Conformance tests are needed. If so, a test planning will be agreed and a dedicated test book will be edited by the Party that invoked the changes within 2 months after the notification. The additional Conformance tests must be completed reasonably in advance of the bringing into service of the upgrade.

8.2   Compatibility Testing (Phase 2)

The goal of Compatibility testing is to verify the compatibility of the OLO Network with the Proximus Network. Compatibility tests are done on "live" equipment in accordance with the ITU Q.78X Recommendations. Compatibility testing is composed of transmission tests, switching tests and accounting tests as mentioned below. Successful completion of all mentioned compatibility tests and the signature of appropriate compatibility certificates by both Parties are required before initial Interconnection between the Parties' Networks can be brought into service.

8.2.1   Transmission tests

After installing an ICL, the Party installing the ICL will perform an end-to-end test on each equipped E1-port.

After installing a Mid-Span or In-Span ICL, both Parties will also jointly perform transmission Compatibility tests. Once testing of Transmission Capacity is successfully completed, a Transmission Compatibility Certificate will be signed by both Parties.

8.2.2   Switching tests

After creating a new Circuit Group between 2 APs, both Parties will jointly perform switching Compatibility tests as described in the "Testing" Specification. Once Compatibility testing of Switching Capacity and Integration Testing (see Section 8.3) are successfully completed, a Switching Compatibility Certificate per interconnected Proximus Access Area will be signed. The new Circuit Group is then blocked (except for one circuit) and the ordered Capacity is considered as being Ready for Service.

The set of Compatibility tests is defined in the "Testing" Specification. The test set can be reduced or additional tests for particular cases (like rearrangement of an existing Circuit Group, expansion of an existing Circuit Group or opening a new Service Plan) can be added if agreed by the TIC.

The Parties shall use reasonable endeavours to complete testing within predefined milestones. If, for any reason, the requesting Party fails to proceed jointly with the other Party in testing of any Capacity, the requesting Party shall notify the other Party in writing as soon as possible. Testing shall then be re-scheduled by agreement and commenced on such re-scheduled date that is available.

If the TIC fails to agree on an acceptable date for the testing as set out in this Section, the issue will be put on the agenda of the Interconnection Co-ordination Group.

8.2.3 8.2.3 Accounting tests

Before the BIS date, both Parties will jointly perform accounting tests. These tests will be done between a couple of AGEs, connected to the live Network. For each problem encountered, the TIC will agree about:

- the classification of the problem;
- the Party in charge of the solution;
- the due date for the solution.

8.3 Integration Testing (Phase 3)

Integration tests are performed after the successful completion of the Switching Compatibility tests on each ICL between both Parties' Networks. They include routing tests and Service Plan tests. The result of the Integration Tests is reflected in the Compatibility Certificates described in Section 8.2.2. Successful completion of Integration Tests is required before the bringing into service of a new Interconnect Service can take place in accordance with its related Service Plan. This is also valid for the Interconnect Services that are made available after the initial interconnection between two Parties' Networks.

The results of the Integration Tests for new capacity and routing changes shall be available within ten (10) Working Days following the start of the Integration Tests[11] . If such tests have to be redone, for any reason, the results of the subsequent tests will be available within five (5) Working Days, upon each request for these subsequent tests.

Subject to the conclusion of a commercial agreement, all circuits of the Interconnect Links shall be unblocked and the agreed Service Plans shall be opened for use at the date agreed between the Parties. From that date on, the interconnection is considered "live" and commercially available, and interconnect traffic is payable between the Parties.

9. Forecasting and Ordering

9.1 General

Forecasts should allow the Parties to plan for sufficient Interconnect Switching and Transmission Capacity (unless expressly stated otherwise in this Section, the term "Capacity" is intended to encompass both Switching and Transmission Capacity), enabling them to meet subsequent Capacity

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[11] The start of the Integration Tests can, in some cases, be explicitly requested by OLO. In other cases, the Integration Tests will be automatically started by Proximus in order to verify that network adaptations (e.g. introduction of OLO non-geographic numbers in Proximus' switching equipment) have been properly implemented. The start of the Integration tests will take place as soon as the conditions for performing these tests are met (adaptations to be tested completed, test numbers available, …)

Orders of the other Party. At all times the Parties shall use their best endeavours to provide accurate Forecasts which will produce the effects as stated in this Annex 4. Both Parties shall submit to each other Forecasts, Ordering Intentions and Firm Orders, as the case may be, covering the aspects, within the time frames, under the conditions and with the effect as specified below in this Section.

Each Service Plan indicates if the related traffic is BIT or OIT. BIT is to be forecasted by Proximus; OIT is to be forecasted by OLO, however, with following exceptions:

- During at least the first two years after the Bringing into Service of an Interconnection between Proximus and OLO's Networks, the BIT related to all Service Plans is to be considered as "Non-Mature", meaning that the traffic cannot be forecasted, based on historical data or normal economic trends. For all Service Plans related to Non-Mature traffic, Proximus Capacity requirements shall be based on forecasting data provided by OLO, subject to Proximus expressly agreeing in writing with any such aggregated data provided by OLO. Two years after the Interconnection between Proximus's and OLO's Networks has been brought into service, the BIT related to the Service Plans put into service with the initial Interconnection, can be declared as Mature upon request of OLO. Therefore, OLO will send a Notification to Proximus at the latest six months before the start date as from which the BIT has to be considered as Mature. The mentioned start date has to coïncide with the start date of the quarters indicated below. Proximus will be responsible for forecasting its own Capacity requirements for BIT for the period starting from the mentioned date.
- When, after the signature of the Interconnect Agreement, a Party subscribes to a new or existing Service Plan of the other Party, the Parties may agree to attribute the status of "Non-Mature Traffic" to the traffic related to the Service Plan concerned. In that case the traffic will be forecasted, for a period of at least two (2) years, by the Party other than that which is identified as responsible for the forecasting in the Service Plan concerned. This period of two years can be extended according to the procedure described above.
- The Parties may also agree to attribute the status of "Non-Mature traffic" to traffic which relates to a Service Plan which has already been brought into service. This will then have the same consequences as the ones indicated in the preceding paragraph.

Two stages shall be clearly differentiated for the purposes of Forecasting and Ordering of Capacity by OLO (explained below):

- a so-called "start-up period", applying to the first Capacity Order which is ever introduced by OLO in the context of its Interconnection with Proximus; and
- a so-called "regular regime", applying to any Capacity Order subsequent to the Initial Capacity Order.

For the purpose of the Forecasting and Ordering of Capacity, any given calendar year is divided into four quarters:

- First quarter: 1 January to 31 March;
- Second quarter: 1 April to 30 June;
- Third quarter: 1 July to 30 September; and
- Fourth quarter: 1 October to 31 December.

For the sake of clarity, it is confirmed that for all matters related to the Forecasting and Ordering process, an agreement between the Parties is only binding for Proximus if it is confirmed in writing by the Proximus SPOC. The procedure for the acceptance of a Rolling Forecast, Ordering Intention or Firm Order, including the timing to be respected, is contained in the SLA.

9.2 Start-up period

OLO must submit to Proximus as soon as possible a Statement of Requirements (SoR), as referred to in Section 5.1. As soon as an agreement has been reached between the Parties concerning the content of the Statement of Requirements, a detailed Project Plan describing the different milestones to be followed for the implementation of a first Interconnection will be established and attached to a Memorandum of Understanding to be entered into at the early stage of the Interconnect negotiations.

After its SoR has been accepted by Proximus, OLO must submit to Proximus a firm order ("Initial Order") of Capacity which OLO wishes to be first brought into service by Proximus ("Initial Capacity"), for the purposes of Interconnection between Proximus and OLO. This Initial Order will reflect the content of the Statement of Requirements as it was accepted by Proximus, and may be submitted by OLO on any Working Day in the calendar year. The BIS date is the date agreed by Proximus at which OLO wishes Initial Capacity to be brought into service and must be clearly specified in the Initial Order[12] .

An Initial Order shall be submitted at the latest four ("4") months before the BIS Date. However, in order to allow Proximus to adequately manage all requests for Capacity submitted by all OLOs, Proximus invites OLO to foresee a period of six (6) months. In case the implementation of the Initial Order requires digging works, the lead time will be determined in accordance with §13.1.2.1.

The Initial Order must be sent by registered mail to the Proximus SPOC.

The Initial Order will be expressed as:

- the OIT Switching Capacity, needed for each ICL at each Access Point;
- the Transmission Capacity to be provided by the other Party for each ICL of the type "Customer-Sited" or "In-Span/Mid-Span";
- the Transmission Capacity to be provided by the other Party resulting from the Transport Interconnect Service.

OLO will also submit an indication of:

- the BIT Switching Capacity needed at the concerned OLO Access Points so that Proximus can define its Initial Order.

The Parties will use the forms in Appendixes 2a and 2b. Appendix 2c explains how to fill in the mentioned forms. An electronic version of the Initial Order will be sent to the Proximus ATC.

The Parties need to reach a commercial agreement on the content of the Initial Order and the date which is to be formally considered by the Parties as the initial ordering date ("Agreed Initial Ordering date") and the resulting BIS date. For the purpose of reaching this agreement, Proximus shall provide to OLO, in writing, a "notification of receipt" within three (3) Working Days of receiving OLO's Initial Order. Within five (5) Working Days of the date of notification of receipt, a date for an Implementation Meeting will be agreed by the Parties. This Implementation Meeting, in the course of which the Parties will discuss the content of the Initial Order and the Initial Ordering Date, must start within ten (10) Working Days of the date of notification of receipt. An agreement on all the above issues must be

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[12]The term BIS is only used in relation with the Bringing into Service of an Initial Order. For the Bringing into Service of subsequent Capacity orders, the term "RFS Date" is used (see next footnote). The term BIS is also used in relation to the Bringing into Service of a new Service after the initial Interconnection of two Parties' Networks.

reached and is only valid if notified in writing by the Proximus SPOC within a maximum of twenty (20) Working Days starting from the date of notification of receipt.

The Initial Order shall cover OLO's Capacity requirements for the period of time extending from the BIS Date up to at least the Synchronisation Date. The Synchronisation Date is the first calendar day of the quarter following the quarter comprising the BIS Date. However Proximus recommends that the Initial Order would cover OLO's capacity requirements for a period of time extending from the BIS date up to the end of the quarter starting with the Synchronisation Date.

The Bringing into Service cannot take place if an Interconnect Agreement has not been signed.

9.3 Regular regime

The earliest provisioning of Capacity following the BIS date can take place on the RFS Date[13] within the first quarter following the quarter comprising the BIS Date, i.e. the quarter starting with the Synchronisation Date, provided that an Ordering Intention with respect to the provisioning of the Capacity concerned has been received at the latest 6 months before the CRD Date. From then on, ordered Capacity will be delivered on the RFS Dates, on the basis of the quarterly Orders and the lead times for provisioning as described in Section 13.

9.3.1 Rolling Forecasts

OLO shall submit to Proximus a first Rolling Forecast that covers the Capacity needs for a 2-year period, starting from the quarter, comprising the BIS Date. This Rolling Forecast contains the Capacity extension estimations to be implemented during each quarter of the two (2)-year period. It must be sent by registered mail to the Proximus SPOC, at the latest one (1) week before the start of the quarter, comprising the BIS Date [14]. The Bringing Into Service of an Interconnection between two Parties' Networks cannot take place if no first Rolling Forecast has been submitted.

Subsequent Rolling Forecasts will be sent on a quarterly basis. Each Forecast must be sent by registered mail together with the Party's Firm Order on a standard form (see "Appendix 1a: Rolling Forecast for OIT/BIT") to the responsible person appointed by the requested Party, or, if no Firm Order is sent during a given quarter, at the latest one (1) week before the end of the related quarter. As far as Proximus is concerned, the Rolling Forecasts subsequent to the first Rolling Forecast have to be sent to the Proximus SPOC.

Without prejudice to what is stated above on Non-Mature Traffic, each Rolling Forecast shall always cover a Party's interconnect traffic (as defined in Section 4 above) and Capacity requirements. Each forecast must cover a period of two (2) years starting with the quarter following the quarter Qi in

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[13] The RFS Date is the date to which both Parties commit and as from which consequently the ordered Capacity has to be available for service, after completion of the acceptance tests.

[14] At all times, Proximus reserves to itself the right to submit questions to the BIPT regarding the global demand for interconnection Capacity, its degree of reasonableness and its relationship with Proximus' 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.

which the forecast is submitted and must contain the Capacity extensions needed for each interconnected Access Point for every quarter of the period extending from Qi+1 to Qi+8.

The forecasts for Capacity extensions are subject to maximum allowed deviations with respect to a previous Forecast as far as the data related to quarters Qi+1 up to Qi+3 are concerned. These deviations are indicated in Section 9.3.4. The data provided for the period extending from Qi+4 up to Qi+8 is not subject to maximum deviations with respect to the data provided in a previous Rolling Forecast related to the same period, but all Parties are required to provide this data on a best effort basis.

For each quarter, the Capacity Order estimations are expressed as:

- the sum of the OIT Switching Capacity extensions to be installed for each ICL at each Access Point during the corresponding quarter;
- the distribution of the Switching Capacity extensions between the Service Plan groups;
- the sum of the Transmission Capacity extensions to be provided by the other Party for each ICL and/or Half-link (it is not mandatory to include forecasting data related to Half-links).

As far as Non-Mature BIT is concerned, OLO will also indicate:

- the sum of the BIT Switching Capacity extensions that it considers to be needed at the concerned OLO Access Points.

Parties shall use the form in "Appendix 1a: Rolling Forecast for OIT/BIT". All Capacity extensions are expressed in a number of E1 blocs (except for 64 kbit/s and 34 Mbit/s Half-links).

The information regarding the distribution of the Switching Capacity extensions between the Service Plan groups is provided for indicative purposes and does not have a binding character.

The Parties shall check each other's Forecasts and, in case of significant unbalance between both Forecasts, a TIC meeting will be convened to comment on each Party's Forecast. If needed, the Parties will adjust the Forecasts. Finally, the Parties shall accept or refuse each other's Forecast. Proximus's final position in this respect will be notified in writing by the Proximus SPOC. In case of disagreement, a Party may ask to put this issue on the agenda of a meeting of the Interconnection Co-ordination Group.

9.3.2 Ordering Intention

If the first delivery of Capacity is scheduled to take place within the quarter starting with the Synchronisation Date, then an Ordering Intention needs to be submitted at the latest 6 months before the CRD date. This Ordering Intention is in principle not preceded by a Rolling Forecast, and must be sent as a separate document by registered mail to the Proximus SPOC.

For each delivery of Capacity which takes place after the end of the quarter starting with the Synchronisation Date, the Capacity extension related to the concerned delivery of Capacity will be indicated in a Rolling Forecast.

The mentioned Ordering Intention will be expressed as:

- the sum of the OIT Switching Capacity extensions to be installed during the corresponding quarter, for each ICL at each Access Point;
- the sum of the Transmission Capacity extensions to be provided by the other Party during the corresponding quarter for each ICL and/or Half-link.

OLO will also submit an indication of:

- the sum of BIT Switching Capacity extensions needed at the concerned OLO Access Points during the corresponding quarter for each ICL, so that Proximus can define its Ordering Intention.

Both Parties shall use the form in "Appendix 1a: Rolling Forecast for OIT/BIT" to submit an Ordering Intention. All Capacity extensions are expressed as a number of E1 blocs (except for 64 kbit/s and 34 Mbit/s Half-links).

It is not mandatory but recommended to enter an Ordering Intention related to Half-links.

9.3.3   Regular Ordering of Capacity

9.3.3.1   General

After the Initial Order, an Interconnection Agreement must have been signed before any subsequent Firm Orders can be accepted.

Only one Capacity Order can be submitted by a Party in a given quarter, unless otherwise agreed upon by the Parties. One Capacity Order can cover different CRD dates in different quarters.

Each Firm Order shall be sent to the other Party's SPOC by registered mail on standard templates (see "Appendix 2a: Firm Order Form for Interconnect Links - OIT" and "Appendix 2b: Firm Order Form for Interconnect Links - BIT") every quarter. A Firm Order can be submitted at any time during a given quarter. The Proximus lead times for provisioning, indicated in Section 13 will be used as a guidance for determining the CRD and the RFS Dates. One template per "requested Party's AGE - Demarcation Point - requesting Party's AGE" combination is to be filled in. The data which is to be provided by the requesting Party should allow the requested Party to start the provisioning of the IC links without additional information. In order to assist the requesting Party in filling in the templates in a correct way, some guidelines are included in "Appendix 2c: Guidelines".

A Firm Order will be expressed as:

- the Switching Capacity extensions to be provided at the related Access Points for each ICL;
- the Transmission Capacity extensions to be provided by the other Party for each ICL and/or Half-link.

The Capacity extensions are expressed as a number of E1 blocs (except for 64 kbit/s and 34 Mbit/s Half-links).

Firm Orders allow asking for several partial deliveries over a quarter. In order to avoid that the requested Party has to deliver one Order in a multitude of small parts, a maximum of 2 deliveries per AGE pair, during a same quarter, will be accepted by the requested Party, with a minimum of 2 E1's per delivery and a minimum time interval of 1 month between the deliveries.

The total of the Capacities ordered related to a particular ICL to be delivered in a particular quarter can only deviate from the data related to the ICL and to that quarter contained in the 2-year Rolling Forecast submitted in the quarter preceding the submission of the Order, within the maximum allowed limits indicated in Section 9.3.4.

9.3.3.2 Order processing and timing

As soon as the requested Party receives by registered mail the requesting Party's signed Firm Order (submitted in quarter Q), it indicates on each Firm Order template the Order Reception Date. In order to ease the processing of the templates, each Party will also send an electronic version of the templates by e-mail. As far as Proximus is concerned this electronic version has to be sent to the Proximus ATC.

The requested Party checks whether each template is complete, i.e. whether all fields are filled in and compliant, i.e. the information is in line with the guidelines regarding the filling out of the templates concerned. If a template is complete and compliant, it is considered as valid. In case data is missing or is not correct, the template is rejected. In such cases, the requested Party indicates the reasons for rejection upon the rejected templates themselves.

It is possible that, out of one Firm Order, some templates are valid while other ones are rejected.

The valid templates related to a Firm Order submitted in quarter Q are compared with the Capacity extensions estimations included in the Rolling Forecast which was submitted in quarter Q-1, in order to check whether the resulting cumulated Capacity extensions for the quarter concerned are within the allowed deviation limits as indicated in Section 9.3.4. In order to check whether the resulting cumulated Capacity extensions for the quarter concerned are within the allowed deviation limits as indicated in Section 9.3.4, any ordered capacity with CRD's within the concerned quarter will be taken into account.

The valid templates within the deviation limits, or under the lower deviation limit are accepted and the requested Party will indicate on the templates themselves, an Order Acceptance Date. By so doing the requested Party commits itself to deliver the IC links within the contractual lead times starting from the Order Acceptance Date.

The valid templates over the upper deviation limit are accepted for their part up to the upper deviation limit. That part of a template gets an Order Acceptance Date, committing the requested Party to deliver the IC links within the contractual lead times starting from the Order Acceptance Date. The part exceeding the upper deviation limit will be the subject of a specific proposal by the requested Party indicating what additional Capacity can be supplied and at what conditions.

A reference number for each accepted E1 is then added by the requested Party on the valid templates themselves. The allocation of this reference number takes place in accordance with the timing described in the SLA. On the same day, all Firm Order templates are sent back via fax by the requested Party to the requesting Party, with following information:

- for the valid templates, within the deviation limits: the Order Reception Date, the Order Acceptance Date, a reference number and a delivery date (RFS) per E1;
- for the valid templates, under the lower deviation limit: the Order Reception Date, the Order Acceptance Date, a reference number and a delivery date (RFS) per E1 and a comment concerning the fact that the lower deviation limit was not respected by the requesting Party;
- for the valid templates, over the upper deviation limit: the Order Reception Date, the Order Acceptance Date, a reference number and a delivery date (RFS) per E1 for the IC links up to the upper limit; a comment concerning the exceeding of the upper limit will be put on the templates;
- for the rejected templates: the Order Reception Date and a comment on the reasons for rejection.

This will at the same time constitute a notification of receipt of the Firm Order. The rejected templates can be re-entered by the requesting Party with the necessary adaptations within five (5) Working Days following the day at which they were sent back by the requested Party, in order to have those

templates included in the Firm Order of that quarter. In respect of the re-entered templates, the above process will be followed between the Parties.

9.3.3.3   IC link delivery and timing

The RFS (Ready For Service) dates, or IC link delivery dates, which are communicated by the requested Party to the requesting Party include the time necessary to perform the E1 acceptance tests between Proximus and OLO. These acceptance tests must take place the week before RFS.

The requested Party commits to make all its best efforts in order to respect the requesting Party's CRD (Customer Request Date). Only when the CRD can not be met (for part of the order or for the whole of it), an alternative delivery scheme, such as a delivery partitioning or a shift of the whole delivery, will be addressed by the requested Party to the requesting Party. If the CRD cannot be met, an alternative delivery cannot cause a shift of the whole delivery foreseen for the same CRD, unless otherwise agreed by the requesting Party, or unless a partial delivery is not possible, as to be proved by the requested Party.

As far as the correspondance of RFS Date with CRD is concerned, the requested Party will apply a 'first-in-first-served' principle to the orders of the same type coming from the different requesting Parties.

If a Party does not agree with the notified RFS Date it may ask to put this issue on the agenda of a TIC meeting or of a meeting of the Interconnection Co-ordination Group, if no agreement could be reached at the TIC meeting.

9.3.3.4   IC link billing

After the notification of the RFS dates (and, where relevant, after adjustment of these dates at TIC meetings), the RFS planning will be considered as mutually agreed. In case ICLs cannot be brought into service at the RFS date as a result of a delay incurred on the side of one of the Parties[15] , a compensation will be invoiced by the other Party as described hereafter.

a) Shift of RFS date due to OLO delay:

In case the delay period exceeds ten (10) Working Days, OLO will pay a variable compensation fee equal to the rental fee for the duration of the delay period. The applied rental fee will cover the actual Capacity of which the bringing into service is delayed and will be based on the applicable rental rate for Proximus Customer-Sited ICLs. Both compensation fees will be applied as well for delayed OIT Customer-Sited ICLs as well as for delayed BIT OLO-Sited ICLs to be provided by Proximus.

b) Shift of RFS date due to Proximus delay:

In case the delay period exceeds ten (10) Working Days, Proximus will pay a variable compensation fee equal to the rental fee for the duration of the delay period. The applied rental fee will cover the actual Capacity of which the bringing into service is delayed, based on the applicable rental rate for Proximus Customer-Sited ICLs. Both compensation fees will be applied as well for delayed OIT Customer-Sited ICLs as well as for delayed OIT Proximus-Sited ICLs to be provided by OLO.

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[15] The escalation procedures described in the SLA for Interconnect Services allow to determine the Party which is responsible for the delay.

When the delay period with respect to the scheduled RFS date exceeds 6 monhs, the ordered Capacity will be considered as cancelled. The variable compensation fee mentioned above will have reached a maximum level corresponding with a six month rental period for the Capacity concerned. The Party to which the delay is due will also have to pay the cancellation fee applicable to OIT Customer-Sited ICLs (see Section12.1.2) as well as the installation fee related to the Capacity concerned, unless otherwise agreed at a commercial meeting between the Parties.

9.3.3.5 Billing of Access to Access Point

In case ICLs cannot be brought into service at the RFS date as a result of a delay incurred on the side of one of the Parties, and the delay period exceeds ten (10) Working days, the other Party is allowed to charge the installation fee and the rental fee in accordance with its CPL for the ATAP's associated with the ICL's concerned for the period starting with the RFS date.

When the delay period with respect to the scheduled RFS date exceeds 6 months, the rental period related to the above mentioned ATAP's will be ended. In that case a refund of the paid annual fee will take place in accordance with §12.1.1.

9.3.4 Deviations

When introducing a two (2)-year Rolling Forecast or a Firm Order, the indicated Transmission and Switching Capacity extension of a particular ICL for a particular quarter may deviate from the Capacity extension indicated in a previous Rolling Forecast related to the same ICL and the same quarter, as indicated below. More precisely, the values for Capacity extensions included in a Rolling Forecast related to a particular ICL, submitted in quarter Q_i for each quarter Q_{i+x}, are to be compared with the Capacity extension estimations for the same ICL for each quarter Q_{i+x+1} mentioned in the Forecast submitted in quarter Q_{i-1}. A firm Order submitted in quarter Q_i related to the delivery of Capacity with CRD in quarter Q will be compared with the Capacity estimation for the same quarter Q and for the same ICL included in the Rolling Forecast submitted in Q_{i-1}. A Firm Order for delivery of Capacity in the quarter starting with the Synchronisation Date may not deviate from the Ordering Intention related to the same ICL submitted no later than 6 months before the related CRD date. A Firm Order submitted in Q_i with CRD in Q_i cannot result in a Capacity extension for Q_i which deviates from the Capacity extension estimation included in the Forecast submitted in quarter Q_{i-1}.

The allowed deviations, as indicated in the table below, are expressed, either as a percentage of the value contained in the previous Forecast/Ordering Intention rounded to next integer number of E1 blocs, either as a absolute number of E1 blocs, whatever is the greatest. The indicated deviations result in an upper and a lower deviation limit within which a new Forecast/Firm Order can range.

	Q_{i+1}	Q_{i+2}	Q_{i+3}	Q_{i+4} - Q_{i+8}
%	+10 %/-5 %	+20 %/-10 %	+25 %/-10 %	N.A.
E1	+2/-2	+4/-2	+5/-3	N.A.

The Capacity extension estimations for the quarters Q_{i+4} up to Q_{i+8} are not subject to maximum deviations. The deviations indicated in the table cannot be used as a ground to modify a Firm Order that has been accepted by Proximus.

9.3.5 Order Acceptance

The Forecasts and Firm Orders made by a Party must respect the maximum allowed deviations per ICL as specified in Section 9.3.4 with respect to the previous Forecasts per ICL. If not, the requested Party will only have to accept the delivery of the Capacity within the allowed deviation limits.

In case it turns out that a Forecast for Capacity extension per ICL was underestimated, a Party may in the Firm Order increase the value contained in the previous Rolling Forecast beyond the allowed deviations. However, as indicated above, the requested Party is then not obliged to accept the Capacity extension which is beyond the allowed deviations nor to deliver it within the lead times defined in Section 13 but will do all reasonable efforts to do so. If the requested Party accepts to deliver the Capacity extensions beyond the allowed deviations, it will inform the other Party about the lead time and the cost for the provision of that Capacity extension.

An ordering Party will not, under any circumstances, be liable to pay compensations to the other Party resulting from underestimated or overestimated Capacity for Non-Mature Traffic forecasted by the other Party. A Capacity Order related to Non-Mature Traffic can deviate from the proposed Order submitted by the other Party through its forecasting data, without the ordering Party incurring any form of penalty or compensation. This will be the case when the proposed Order of the other Party is considered by Proximus as unreasonable compared to a situation of low usage of the current installed BIT capacity. In the event of a significant disagreement between the Parties in respect of the volume of Non-Mature Traffic, the Ordering Party can accept the position of the Party which submitted the proposed order subject however, in such a case, to the latter Party accepting a compensation scheme which would apply if the forecasted Capacity appears to be unnecessary to a appreciable extent. This compensation scheme should allow Proximus to be indemnified for investment costs in redundant capacity as well for any other duly justified costs and expenses. In such a case, all relevant details will be included in a specific agreement between the Parties.

9.4 Dimensioning of Switching Capacity

The Switching Capacity Order for an outgoing "Final" Circuit Sub Group or a Circuit Group, carrying normal Poisson distributed traffic, shall aim at a Seizure/Bid Rate of at least 99% when conveying the expected Mean Busy Hour Occupancy. The Capacity Order for a Circuit Sub Group, carrying other traffic patterns (like explosive traffic or emergency traffic) shall take into account any relevant service and/or regulatory considerations as specified in the Service Plans. The granularity for a Circuit Group is always 1 E1 bloc.

The number of Signalling Links and Signalling Link Sets will be agreed by the TIC subject to what is stated in Section 15.

9.5 Dimensioning of Transmission Capacity

The granularity for an order for Transmission Capacity between both Parties' Networks is always 1 E1 bloc (except for 64 kbit/s and 34 Mbit/s Half-links).

Transmission Capacity to convey OIT on an ICL of the type "Customer-Sited", "In-Span" or "Mid-Span" is to be ordered by OLO to Proximus.

Transmission Capacity to convey BIT on an ICL of the type "Mid-Span", "Proximus-Sited" and "In-Span", is to be ordered by Proximus to OLO.

The Transmission Capacity requirement for each ICL shall be based upon the aggregate Switching Capacity needs, to be transported by that ICL. The granularity is 1 equivalent E1 bloc. The installed Capacity on an In-Span or Mid-Span ICL is always a multiple of 1 (completely equipped) VC3.

The Customer-Sited ICL Service as described in the Proximus SP 001 is the basic service without any cable or equipment redundancy. If OLO wants additional features, like redundancy or automatic protection, it may discuss all implementation details in the Interconnect Co-ordination Group. When an agreement has been reached about all the terms and conditions for such additional features, OLO must order the additional features with Proximus.

9.6 Rush Orders

A Party, detecting that:

- its installed Switching Capacity cannot meet the engineering targets as described in Section 9.4, or;
- its existing Switching Capacity Order will not meet the engineering targets at the end of the quarter, or;
- the installed Transmission Capacity is insufficient to convey the traffic related to the additional Switching Capacity;

can urgently submit a Rush Order to the SPOC appointed by the other Party.

A Rush Order has no link with the Forecasting and Ordering process described in Section 9 and has to be considered as an exceptional order which can be submitted at any time. Therefore the requested Party cannot guarantee that it will always be able to implement a Rush Order within the requested lead time. The Party submitting a Rush Order in quarter Qi will at the same time also submit a new two (2)- year Rolling Forecast replacing the Rolling Forecast submitted in quarter Qi. The deviations for this new Rolling Forecast have to be calculated on the basis of the Capacity extensions indicated in the Rolling Forecast submitted in quarter Qi-1, and can only be increased by the capacity extensions contained in the Rush Order.

The requested Party shall indicate:

- if additional Switching and/or Transmission Capacity can be supplied[16] ;
- the proposed implementation date; and
- the additional charges which it will apply to provide this Capacity in the proposed time frame.

Both Parties shall discuss this offer in order to attempt to reach an agreement about the solution proposed, the timing, the costs and the new Rolling Forecast. The Party providing the additional Capacity will provide a written confirmation related to the feasibility, lead time and related costs within three (3) weeks following the submission of the Rush Order.

The additional Capacity is supplied at the expense of the Party of which the traffic will be conveyed over the said additional Capacity. This Party shall also pay for any extra costs as have been incurred by

[16] As far as Proximus is concerned, the additional Switching and Transmission Capacity will be supplied on a "first come, first served" basis in respect of any possible Order of the same type.

the other Party in order to provide this additional Capacity within the agreed time frames (including, in particular, exceptional manpower costs or any charges or rates as have been paid to the supplier of the equipment needed for the implementation of the requested additional Capacity).

Each Party can place two successful[17] Rush Orders per year to the other Party. Each Rush Order will be charged with a flat fee, covering the costs incurred for establishing an offer with respect to the Rush Order. In case the Rush Order is related to non-Mature BIT traffic, then the mentioned flat fee has to be paid by OLO. If a Party which has already introduced two successful Rush Orders during a same year, submits a third Rush Order, then the requested Party will examine to which extent this third Rush Order can be handled.

If both Parties fail to agree on the Rush Order as set out in this Section, the issue will be put on the agenda of the Interconnection Co-ordination Group.

10. Differences between successive Forecasts and ordered Capacity

If it appears that specific investments have been made by one of the Parties in reply to the needs described by the other Party, the first Party will in certain cases be entitled to claim from the second Party the payment of the total or a part of the said investments (including, in particular, any expenses incurred for installation activities).

11. Firm Order amendment before RFS Date

The Party submitting an Order Amendment with respect to an accepted Order submitted in quarter Qi before RFS Date will at the same time also submit a new two (2) year Rolling Forecast taking the Order amendment into account and replacing the Rolling Forecast submitted in quarter Qi. This new Rolling Forecast has to respect the maximum deviations with respect to the Rolling Forecast submitted in quarter Qi-1 as mentioned in Section 9.3.4.

11.1 Capacity decrease

In case of a Capacity decrease, a compensation may be charged by the requested Party based on the work already performed in operational reality, and with a maximum fixed below.

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[17] A "successful" Rush Order, is a Rush Order that is implemented by the requested Party either in whole, either in part within a lead time agreed by both Parties.

11.1.1 Transmission Capacity

- Customer-Sited Interconnect: in case a Party cancels or reduces its Firm Order before the RFS Date, the requested Party may charge as a maximum a compensation which corresponds to the sum of 50 % of the installation fee and the rental fee applicable to a 1-year contract for a period of 6 months for the number of IC links corresponding to the decrease in Capacity resulting from the Order Amendment as compared to the Capacity included in the Firm Order that is modified by the Order Amendment.
- In-Span / Mid-Span Interconnect: in case a Party reduces its Firm Order before the RFS Date, the requested Party may charge as a maximum a compensation which corresponds to the rental fee applicable to a one (1)-year contract for a period of 6 months for the number of IC links corresponding to the decrease of Capacity resulting from the Order Amendment as compared to the Capacity included in the Firm Order that is modified by the Order Amendment. Moreover in case the ordering Party cancels totally its Firm Order before the RFS Date, the requested Party may charge the other Party in addition to the mentioned six (6) months rental fee, the complete installation fee as well as any and all costs and expenses, already incurred for the provisioning of the In-Span / Mid-Span link(s) that are not covered yet by the previously mentioned compensation.

11.1.2 Switching Capacity

In case a Party cancels or reduces its Firm Order before the RFS Date, the requested Party may charge as a maximum a compensation which corresponds to fifty percent (50 %) of the annual rental fee for a number of Accesses to an Access Point corresponding to the decrease of Capacity resulting from the Order Amendment as compared to the Capacity included in the Firm Order modified by the Order Amendment.

11.2 Capacity increase

An Order amendment resulting in an increase of Capacity will be treated, as far as the part related to the upward deviation is concerned, as a Rush Order (see Section 9.6). In that case the original Firm Order is left unmodified.

12. Modification of an existing Interconnection

12.1 Removal of Capacity

12.1.1 Switching Capacity

Each reduction of Switching Capacity at an AP has to be notified at least three months in advance of the date at which the cancellation is requested to be effective. There will be a refund of the annual fee paid for the Access to the Access Point for the number of E1s corresponding to the decrease of Capacity for the period between the cancellation date and the end of the period for which the rental is

paid. If the reduction of Switching Capacity is notified without respecting the three (3) months advance notice period with regard to the requested cancellation date, a compensation will be charged corresponding to the rental fee for the part of the three (3) months advance notice period that is not respected.

The above mentioned rules are applicable for all types of ICLs and are also applicable for the migration of Capacity from one AP to another.

12.1.2 Transmission Capacity

12.1.2.1 Customer sited ICLs

Newly installed Customer-sited ICLs are assumed to stay in place for at least onr (1) year. Customer-sited ICLs are subject to one (1) year, two (2)-years or four (4)-years contracts.

A request for cancellation of an Interconnect Link can be notified at any time, provided that the requested termination date (i.e. the date on which the contract for the Interconnect Link concerned will be terminated and the Interconnect Link concerned will be taken out of service) is at least fifteen (15) calendar days later than the day following the receipt of the notification of the cancellation. The cancellation needs to be notified by registered mail.

When the OLO cancels one or more Interconnect Links, the rental fee remains due until the termination date included. If the termination date is before the end of the contract period selected by OLO, Proximus will also charge a cancellation fee equal to the difference between:

• the rental fee for the Interconnect Links concerned for the period extending from the start of the contractual period until the termination date included, based on the rate corresponding to the contract type covering the mentioned period, and
• the rental fee paid by the OLO for the Interconnect Links concerned for the same period, based on the rate corresponding to the contract type selected by the OLO at the start of the contract period.

In case the termination date is before the end of the initial one (1)-year period after RFS date, the above mentioned cancellation fee is increased with an amount equal to the rental fee for the Interconnect Links concerned for the period extending between the termination date and the end of the initial 1-year period after RFS date, based upon the rate corresponding to a 1-year contract.

Note: the fifteen (15) calendar days notice period mentioned in this document, does not include the time needed to perform all actions required to preserve the proper provisioning of the Interconnect Services after the cancellation of the Interconnect Links concerned (replacement of signalling links, rebalancing of traffic in order to avoid congestion, etc...).

12.1.2.2 Mid-span ICLs

Newly installed Mid-span ICLs are assumed to stay in place for at least two (2) years. The cancellation procedure and related cancellation compensation are the same as for Customer-sited ICLs as indicated here above applied to an initial two (2)-year period. There will be no refund (neither in whole, neither in part) of the one-time installation costs paid.

12.1.2.3 In-span ICLs

Newly installed In-span ICLs are assumed to stay in place for at least one (1) year. The cancellation procedure and related cancellation compensation are the same as for Customer-sited ICLs as indicated here above.

12.1.3 Order related to a new Proximus-Sited Interconnect Link to be established

See Colocation Agreement.

12.2 Removal of an Interconnection to a LAP

If a Party leaves a Local Access Point, the fee for the adaptation of the related Local Access Gateway exchanges, where relevant and applicable, remains due by that Party. This cost is calculated case-by-case as it is shared among all OLOs having obtained Interconnection to this Local Access Point at that date.

12.3 Re-arrangement of the Interconnection

If a Party proposes a re-arrangement of the Interconnection, not affecting the installed Capacity, it can submit this proposal directly to the Implementation Meetings. If accepted, all details of the re-arrangement will be stated in the meeting minutes, including the agreed implementation date. If not accepted, the reasons for not providing the re-arrangement will also be stated in the meeting minutes.

In case a proposed re-arrangement has a commercial or financial impact, the proposal has to be sent to the other Party's SPOC. An offer will be sent to the requesting Party. In case that Party does not agree with that offer, it may ask to put this issue on the agenda of a meeting of the Interconnection Co-ordination Group.

13. Lead times for provisioning

The Party in receipt of a firm Capacity Order shall make the relevant Capacity available at the RFS Date, which will be as close as possible to the CRD requested by the other Party, provided that the CRD submitted by that other Party respects the lead times, specified in the Sections below.

Parties should in any case make reasonable efforts to provide Capacity in the shortest possible time frames. The lead times mentioned below are maximum provisioning delay times related to the date of acceptance of the complete Firm Order. They are only valid in normal situations and in the event that the rules set out above with respect to Forecasting and Ordering, including the rules related to the allowed deviations, have been fully respected and provided that an appropriate commercial arrangement exists in respect of the matter concerned (such as e.g. an agreement on the introduction

of a new Service Plan). The lead times are only valid if the Firm Order contains all the information requested by Proximus to implement that Order. Each Party will inform the other Party about missing data in the ordering information which could affect the RFS Date.

Lead times for Rush Orders are to be agreed on a best effort basis case-by-case in accordance with the rules set out in Section 9.6.

13.1 Provision of Switching and Transmission Capacity

The lead times indicated below are applicable to the provision of transmission capacity as well as to the provision of switching capacity. They apply to all types of ICLs unless otherwise specified below and are not applicable in case of force majeure and other exceptional circumstances such as the presence of unavoidable obstacles in the field. The lead times indicated below only apply in case the switching equipment needed for the provision of the requested Capacity is available at Proximus. These lead times cannot be guaranteed in case Proximus needs to order new switching equipment to its suppliers as some of these suppliers could have longer lead times for delivery. Proximus will do its best effort to minimize this problem. In case Proximus has to order new switching equipment to its suppliers in order to meet an extension request of an OLO, the maximum lead time for the implementation of new IC links and for the extension of existing IC links, involving the use of new switching equipment, is fifteen (15) months.

In all cases, Proximus will make its best effort to provide IC links as soon as possible.

13.1.1 Initial Order

The lead time for an Initial Order based on a Statement of Requirements accepted by Proximus is four (4) months. However, in order to allow Proximus to adequately manage all requests for Capacity submitted by all OLOs, Proximus invites OLO to foresee a period of six (6) months.

If the implementation of the Initial Order requires digging works, the lead time will be determined in accordance with §13.1.2.1.

13.1.2 Firm Orders in Regular Regime

The Firm Orders covered by this Section relate to the provision of Capacity as from the quarter following the quarter in which the BIS of the Interconnection took place.

13.1.2.1 Provision of a new Interconnect Link

A. New Interconnect Link at a new OLO site (i.e. an OLO site where no Customer-sited ICLs have been delivered before)

The lead time for the provision is four (4) months. In case of digging works, the mentioned lead time is to be counted as from the date of receipt by Proximus of the authorization for digging from the relevant Authorities. Proximus will request such authorization immediately after receipt of the IC link order.

However, in case digging works are required and the cable distance between the OLO site and the nearest access point available Proximus fibre ring infrastructure (manhole) is longer than three hundred meters (300 m), the lead time will be determined on a project basis.

B. New Interconnect Link at an existing OLO site (i.e. an OLO site where Customer-sited ICLs are already installed).

The lead time for provision is the same as for the extension of an existing Interconnect (see §13.1.2.2).

13.1.2.2 Extension of an existing Interconnect Link

Eighty-five percent (85 %) of the total amount of the ordered E1s related to the extension of existing ICLs which are connected to non-saturated APs or Demarcation Points (in case of Mid-span or In-span ICLs), will be delivered within the lead times mentioned below (depending on the installation of new equipment or cable at the OLO site):

- no installation of additional equipment:two (2) months
- installation of a new card: two (2) months
- installation of a new subrack: two (2) months
- installation of a new rack: three (3) months
- introduction of a new optical fibre cable: the lead time will be determined in accordance with §13.1.2.1

The remaining fifteen percent (15%) of the mentioned Capacity will be implemented no later than six (6) months after the Order Acceptance Date:

Whenever an order is placed six (6) months before CRD, the CRD will be the RFS date, unless more than one OLO has asked for the delivery of Capacity on the same CRD. In case the APs or Demarcation Points at which the ICLs are connected, are saturated, the same lead time as for the provision of a new ICL will apply.

13.2 Provision of co-location facilities (Proximus-Sited Interconnection)

- lead time for the provision of the Colocation Room and the Colocation Area: see Colocation Agreement;
- 1,5 - 3 months to install E1/E3-cabling between the OLO Colocation Area and a Proximus DDF or Proximus distribution frame for Transport Interconnect.

13.3 Re-arrangement of the Interconnection

The Section 12.3 describes how a re-arrangement can be ordered.

- 1 month to reconfigure an existing Circuit Group;
- 1 month to open the access to a new number range or service code;
- 1 month to change the routing of traffic between both Parties' Networks.

14. Routing Principles

Before the Bringing into Service of the Interconnection, each Party must provide the other Party with a Routing Table describing in detail the routing of the traffic outgoing from its Network and handed over to the other Party's Network for each Service Plan as agreed between both Parties. In particular a Routing table will indicate at which AP traffic with a particular destination (number series) will be handed over to the other Party. The Routing Tables are defined and updated through the Implementation Meetings. A Party may not change the routing of its primary outgoing traffic (as defined below) to the other Party's Network, without the agreement of the other Party in the Implementation Meeting. In case no agreement can be reached, the issue will be subject to a decision by the Interconnection Co-ordination Group.

Traffic routed according to the Routing Tables is primary traffic. Traffic which is given another routing, is identified as overflow traffic and can be (partially) blocked by the receiving Party or be treated with a lower priority. This will be implemented in case of significant network disturbance by means of a manual intervention. The overflow traffic will be identified by analysing the destination of the traffic handed over by the OLO concerned.

However, Calls originated in one of the Parties' Networks and destined to the other Party's Network, which have overflowed because of an isolation or a failure either in one of the Parties' AGEs, either in an ICL, shall be given by the receiving Party the same priority as primary traffic.

In case a Party pre-plans to re-route (part of) its interconnect traffic to another Circuit Group in case of failure in the own Network, the re-routing plan shall be discussed at the TIC.

It is not allowed to overflow internal traffic to the other Party's Network, except if this is provided for by a dedicated Service Plan under the terms and conditions set out therein.

Any traffic increase has to be communicated to Proximus at least four months in advance.

After investigation Proximus can decide to block part of the additional traffic or can treat part or all of the traffic with lower priority if one of the following conditions is applicable until further reasonable solutions are put in place:

- The notice period is shorter than 4 months
- No agreement could be reached with one of the concerned parties to increase interconnection capacity
- In case of usage of EAA transit, structural congestions impacting Proximus and/or other operators cannot be avoided

As the increased traffic is destined to a Third Party, the requesting Party will be responsible for all the additional costs incurred by Proximus if the increased traffic is not maintained during a period of 1 year.

A Circuit Group between the Networks of both Parties can be subdivided into several Circuit Sub Groups. The Party, subscribing to a Service Plan of the other Party, will also propose which Circuit Sub Group will carry the related traffic, taking into account any relevant service/regulatory considerations as specified in the Service Plans. The Circuit Sub Groups and their mapping to the available E1 blocs will be defined and updated through the Implementation Meetings.

Each Party shall route the other Party's traffic in accordance with the following routing principles:

- there shall be no discrimination in the routing of traffic in a Party's Network between the traffic of such Party's Service Users and the other Party's Service Users;

- the Parties shall develop and apply Network management strategies and procedures to maintain service quality and to protect the Parties' Networks as appropriate;
- destinations with a low Answer Bid Ratio (e.g. Hard To Reach destinations or destinations with an "explosive" call pattern) will be characterised by one or more specific sub-ranges within the VAS number ranges allocated to a Party, in order to allow the other Party in whose Network the Calls originate, to protect its Network against the negative effects of such kind of traffic by isolating the traffic concerned from normal ABR traffic or by applying Protection call control on HTR or explosive traffic destinations characterised by the predefined low ABR sub-range. A Party may also apply these measures on the complete VAS number ranges allocated to the other Party, if it finds that the other Party is operating low ABR services without reserving a dedicated sub-range for it.

In addition to this, both Parties can agree about protection measures like route diversity on the transmission or the switching level. Full details of these measures will be defined and updated through the Implementation Meetings after they have been commercially agreed.

15. Signalling

The Parties shall apply SSN7 signalling between their Signalling Points. They shall comply with the applicable signalling provisions, specified in the Technical Specifications C21XX: "Signalling".

There shall be at least 2 Signalling Link Sets between the Proximus Network and OLO's Network (to ensure switching diversity). In case Stand-alone STPs are used in both Parties' Networks, there will be at least 4 Signalling Link Sets. Both Parties will apply the same route priority scheme, in order to make it easily possible to trace a complete call scenario on one signalling link. All signalling related to a particular call will follow the same signalling link, excepted if this is technically not possible. The route priority scheme will be chosen to balance the load on the available Link Sets. Transmission diversity is mandatory for the individual signalling links as described in the related Service Plan.

16. Performance standards

The Parties shall co-operate to maintain the overall quality for the Interconnect Services, provided between the Parties, and to adopt the general principles and methodology, as contained in the ITU-T and ETSI standards, to achieve the quality agreed in the SLA. Each Party is responsible for the transmission quality on its own Network.

The quality and the security of the conveyance by the Parties of the interconnect traffic will follow at least the standards agreed in the SLA.

17. **Operations**

Each Party shall be responsible for the integrity and the operations of its own Network and shall bear all related costs.

Both Parties must have a Network Operations Centre (NOC) which is reachable and attended twenty-four (24) hours per day, seven (7) days per week. The Belgian phone and fax numbers of the operator in duty and of 2 escalation levels for both Parties' NOCs will be included in an appropriate annexe to the Interconnect Agreement concluded between both Parties.

Both Parties will add to that annexe their specific information referring to the APs, E1 blocs, Circuit Sub Groups and the AGEs.

A Party is allowed to take all reasonable measures to protect its Network during failures in the other Party's Network. This can include measures that have a financial impact, which will be discussed on Interconnection Manager level afterwards.

17.1 **Fault handling**

If a Party detects a problem, assumed to be located in the other Party's Network, it shall contact the other Party's NOC according to the procedure described in the relevant SLA. Before concluding that a problem is located in the other Party's Network, the Party concerned must first take all reasonable steps to demonstrate that the fault is not contained in its own Network. The requesting Party shall provide all relevant information to the other Party to trace and to solve the problem. The requested Party shall use reasonable endeavours to identify and resolve the problem within the repair time, agreed in the SLA or indicated in the relevant Service Plan and if it fails, escalation procedures as defined in the above mentioned annexe will be followed.

If a Party identifies a fault occurring in its Network, which may have an adverse effect on the other Party's Network, the first Party shall promptly inform the other Party of the actions being taken to resolve the problem.

The requesting Party shall assign a severity level to each problem, reported to the other Party. The severity level is based on the impact on the quality of service or on the revenue loss and is defined in the SLA. The requested Party shall give priority to the restoration actions with the highest severity level.

In case an immediate repair action is not possible, the NOCs of both Parties shall agree about immediate service restoration actions (e.g. re-routing on the transmission or the switching level). Escalation levels for both Parties' NOC operator desks will be defined in the above mentioned annexe (and/or in the related Service Plan or SLA).

Trouble status and closing information will be exchanged between the Parties, following the procedures as defined in the SLA.

17.2 Routine tests

17.2.1 Loop and Test numbers

17.2.1.1 Definitions

A test number is a number that simulates a device which accepts the incoming call and sends a test message (announcement) or test tone to the calling party, when a call is made to it.

A loop number is a number that simulates a device which, when a call is made to it, accepts the incoming call and loops back all information that is sent by the calling party.

17.2.1.2 Requirements and rules

Each Operator must at least have one terminating test number available on its Network:

• per numbering area, i.e. per zone, for the geographic numbers
• per 10.000, 1000 or 100 numbers (HTR and non-HTR are to be considered as separate number blocks), for the VAS numbers
• •per mobile number block (MOB number block = 1.000.000 numbers) or per MSC

Calls to this test number must terminate on the Operator's own Network without being forwarded to another Operator, so that no doubt exists on the location of the trouble in case of unexpected results.

Calls to these test and loop numbers will be considered as normal calls, i.e. billing will be handled as for normal calls.

Each Party will publish the test numbers and loop numbers that are available on its network. Each Party is responsible for the update of this list. In case of update, the updated information has to be sent to the NOC of the other Operators.

For each of these numbers, each of the Parties will specify:

• the nature of the number : test or loop
• the compatibility restrictions, if applicable : audio, data or all.

17.2.2 Numbers for CSC testing

A Proximus number per Base Unit, will be permanently activated in the customer database of each Operator. These numbers will enable Proximus to perform test if there are complaints on the Collecting Access Services.

The Operator will not invoice Proximus for calls done via these test numbers for tests made on its own request.

17.3 Co-operation regarding fraud and assistance to Law Enforcement Authorities

Both Parties shall agree about a procedure to exchange information to detect and stop fraud and to determine the total impact of fraud.

Both Parties shall co-operate in assisting the Law Enforcement Authorities by identifying calling parties with malicious intent or by intercepting Calls on behalf of the Examining Magistrate, provided that they are formally required to do so by the competent Authorities.

Each Party will therefore take the required measures to transmit correct CLI values for calls originating on its own network. In case a Party acts as a national transit network and receives a trouble report indicating the presence of erroneous CLI values, that Party will guarantee the forwarding of that trouble report to the correct Party.

17.4 Service User trouble report handling

Each Party will advise its Service Users to report all troubles to its appropriate reporting centre. If a Party's Service User reports a trouble on its service to the trouble reporting centre of the other Party, that Party will invite the Service User to report the trouble to its own Operator/Service Provider.

Information about the appropriate reporting centre, supplied to Third Parties such as CPE suppliers will be complete, correct and non-discriminative.

In case a Party receives multiple trouble reports from its Service Users for which the root cause is located in the other Party's Network, this trouble affecting more than one Service User, shall be reported to the other Party's NOC as indicated in Section 17.1.

17.5 Planned outages

Both Parties shall inform each other about planned upgrade works, that cause a temporary unavailability of one or more Interconnect Services. The information exchange procedures will be these as defined in the SLA. Each Party shall use its reasonable endeavours to minimise disruption and where possible provide alternative routing at no additional charge to the other Party for a reasonable period of time with respect to the duration of the disruption.

Maintenance or repair works that cause a temporary unavailability of one or more interconnect services must be delayed if possible till the relevant maintenance window and the other Party must be informed as soon as reasonably possible.

17.6 Building access

17.6.1 Proximus-Sited Interconnection

See Colocation Agreement.

17.6.2 OLO-Sited Interconnection

In case a Demarcation Point is located in OLO's building, Proximus must have access twenty-four (24) hours per day, seven (7) days per week to that part of the building where its equipment is located, for implementation, repair and maintenance works. The access procedures as well as additional conditions such as safety procedures, allowed rooms, contact persons, etc… will be described in an appropriate document.

17.7 SDH management

Neither Party shall perform management control of the other Party's SDH equipment. In particular, the transmission messages to the other Party via the Data Communication Channel in the Multiplex Section Overhead shall be inhibited.

On the other hand, overhead far end indications should be exchanged.

Proximus will always synchronise the transmission equipment for OLO-Sited, Mid-Span or In-Span Interconnection on its own clock reference. OLO may also use the Proximus reference for Proximus-Sited Interconnection or it may use an own clock reference as specified above.

17.8 Network synchronisation

Proximus will never synchronise its Network to OLO's clock reference. OLO may synchronise to the Proximus clock by extracting it from one or more E1 bit streams or may use its own clock provided that the characteristics of that clock comply with ITU Recommendation G.811.

18. Appendix 1a: Rolling Forecast for OIT/BIT

FORECASTING TEMPLATE FOR OIT IC LINKS												
OLO			Qi =		REF:				EDITION :			RECEPTION DATE :
OLO AGE	OLO AP	PROXIMUS AGE	TYPOLOGY	Q_{i+1}	Q_{i+2}	Q_{i+3}	Q_{i+4}	Q_{i+5}	Q_{i+6}	Q_{i+7}	Q_{i+8}	REMARKS

Note : the same template is used for BIT and OIT traffic

Appendix 1b: Rolling Forecast for OIT/BIT: additional information

Proximus AGE	Address	first ccitt-point code	second ccitt-point code	zones	provisioning contact point SWITCHING	provisioning contact point TRANSMISSION

OLO NAMING CONVENTION	$Q_i =$	EDITION	RECEPTION DATE			
OLO AP	Address	provisioning contact point TRANSMISSION	PROXIMUS NAME			

OLO NAMING CONVENTION	Q$_i$ =	EDITION		RECEPTION DATE		
OLO AGE	**Address**	**first ccitt-point code**	**second ccitt-point code**	provisioning contact point **SWITCHING**	**PROXIMUS NAME**	

Appendix 1c "Ordering intention & forecasting templates" for interconnect links - Guidelines

I. General rules

One separate template for OIT ordering intention & forecasting and one separate template for BIT ordering intention & forecasting must be used. The templates are in line

The format of the capacity requirement form is a flat table.

Proximus will provide at the start of every quarter a partially filled out template to the OLO, containing the known OLO network topology (see light grey zones).

All quantities (Qi+1 to Qi+8)are incremental values.

Qi is the quarter in which the forecasting templates are submitted

Typology:

    CS-i = Customer-Sited (i years contract duration)

    PS = Proximus-Sited

    MS = Mid Span

    IS = In Span

    OS = OLO-Sited

In case of PS via a third party Colocation Area, the requesting party must indicate the identity of the Colocation Area holder. The free text zone in the REMARKS column can be used for that purpose.

II. Information to be filled out by the requesting party (dark colored zones)

Filled out by Proximus		Identification, filled out by OLO

OLO:	Qi =	REF:		EDITION	RECEPTION DATE :

OLO AGE	OLO AP	PROXIMUS AGE	TYPOLOGY	Q_{i+1}	Q_{i+2}	Q_{i+3}	Q_{i+4}	Q_{i+5}	Q_{i+6}	Q_{i+7}	$>Q_{i+8}$	REMARKS

Info on new OLO AGE & new OLO

AP – filled out by OLO

Incremental quantities filled out by OLO
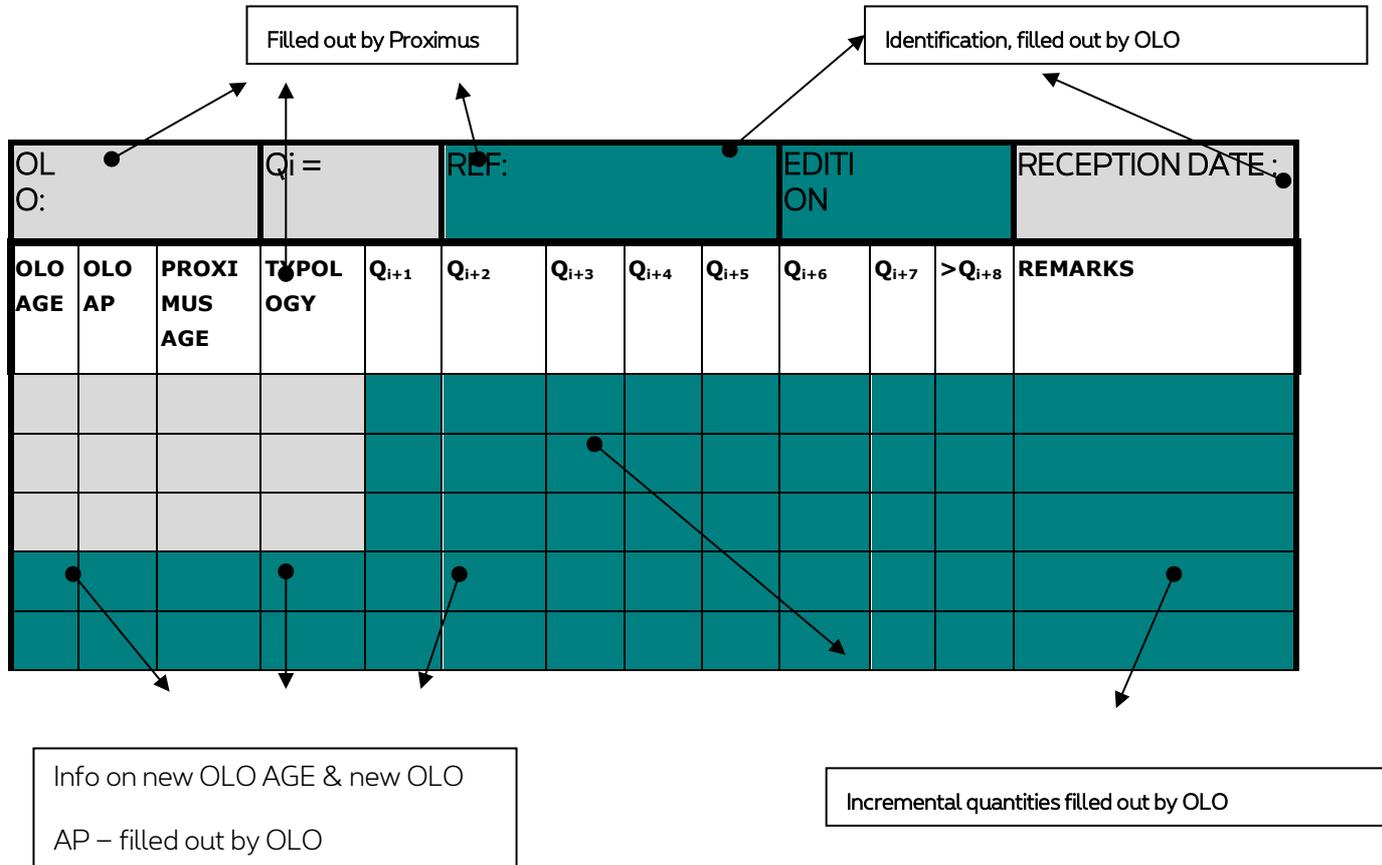
Each template will contain a heading with an identification field. This identification will be filled out by the OLO and will contain info on the customer's reference and the edition of the document.

The reception date will be filled out by Proximus.

Each line represents the capacity requirements for an 8 quarter period for each combination: OLO AGE – OLO AP – PROXIMUS AGE – TYPOLOGY.

III. OPTIONAL : Use of OLO naming conventions

The use of Proximus names for OLO AGE, OLO AP is recommended. However, if the OLO wants to use his own naming conventions, he can do so. Proximus will then translate those naming to a Proximus naming. A separate sheet will be joined containing the translation tables between the Proximus naming and the OLO naming.

The OLO will inform Proximus during the meetings of the technical implementation committee of every update made to this table.

Filled out by Proximus

Identification, filled out by OLO

OLO:			$Qi =$		REF:				EDITION			RECEPTION DATE :
OLO AGE	OLO AP	PROXIMUS AGE	TYPOLOGY	Q_{i+1}	Q_{i+2}	Q_{i+3}	Q_{i+4}	Q_{i+5}	Q_{i+6}	Q_{i+7}	$>Q_{i+8}$	REMARKS

Info on new OLO AGE & new OLO

AP – filled out by OLO

Incremental quantities filled out by OLO
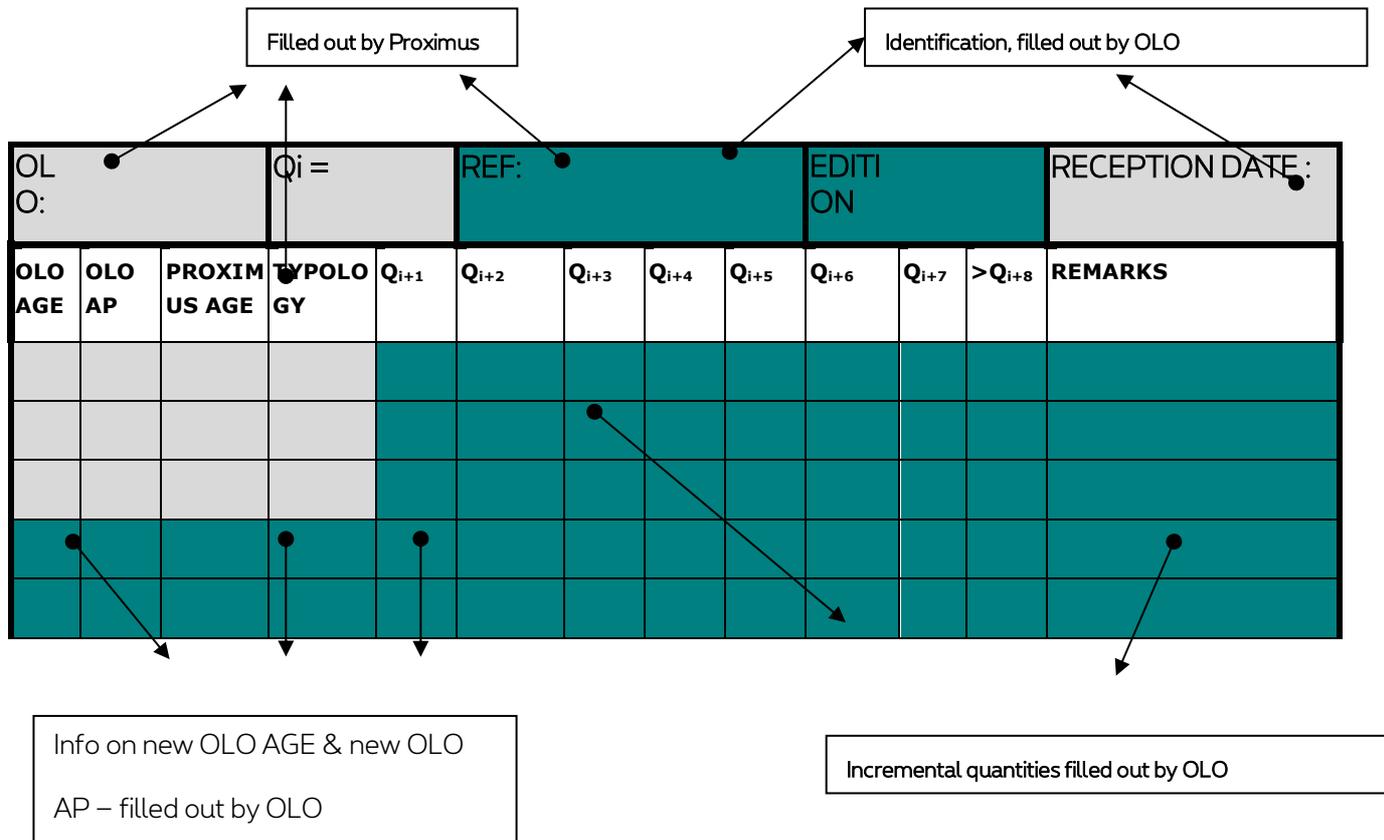
New OLO age's and new OLO AP's, for which no Proximus name exists yet, can be added as such to the tables. Proximus will then update the translation table by the next release of the forecasting templates.

Info on existing OLO AP's, filled out by Proximus

OLO NAMING CONVENTION	Qi=	EDITION	RECEPTION DATE
OLO AP	Address	provisioning contact point TRANSMISSION	PROXIMUS NAME

Info on new OLO AP's, filled out by OLO

19. Appendix 2: Firm Order

19.1 Appendix 2a: Firm Order Form for Interconnect Links - OIT

FIRM ORDER FORM FOR INTERCONNECT LINKS - BIT   FOR DELIVERY

Name :	PROXIMUS			PROXIMUS reference :	
Address :	Bld E. Jacqmain 177			Ordering date :	
	1030 Brussels			Typology :	CS - MS - IS
Ordering person :				Signature of	
Phone :				ordering person	
Fax :					

AGE OLO :				POI :	
Point Code OLO :				Address :	
Address :					
				Contact person PROXIMUS :	
Contact person :				Phone :	
Phone :				Fax :	
Fax :					

N°	Action on System	System Number	Position	Codification Number	Time Slot: From	Time Slot: To	Usage	Action on CSG	CRD Date
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
...									

| Template number: | | | # E1's: | | Order Receptio |
| | | | | | Order Acceptar |

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19.2 Appendix 2b: Firm Order Form for Interconnect Links - BIT

			FIRM ORDER FORM FOR INTERCONNECT LINKS - BIT FOR DELIVERY IN :						.... / Q....	

Name :	PROXIMUS		PROXIMUS reference :			
Address :	Bld. Roi Albert II, 27		Ordering date :			
	1030 Brussels		Typology :	OS - MS - IS		
Ordering person :			Signature of			
Phone :			ordering person			
Fax :						

AGE OLO :		POI :		AGE PROXIMUS :	
Point Code OLO :		Address :		Point Code PROXIMUS :	
Address :				Address :	
		Contact person PROXIMUS :			
Contact person :		Phone :		Contact person :	
Phone :		Fax :		Phone :	
Fax :				Fax :	

N°	Action on System	System Number	Position	Codification Number	Time Slot: From	Time Slot: To	Usage	Action on CSG	CRD Date	RFS Date	PROXIMUS's remarks
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
...											

Template number:		# E1's:		Order Reception Date:	
				Order Acceptance Date:	

19.3 Appendix 2c: Guidelines

Firm order form for interconnect links – Guidelines

I. General rules

One template per combination AGEolo-Demarcation Point-AGEpxs must be used, with numbering of the templates (example of template numbering: 5th template out of 12, page 1 --> "template nr.

5/12/1"). If an AGE has several Point Codes, one template will be used per PColo-Demarcation Point-PCpxs.

The field within **bold frames** must mandatory be filled in by the requesting Party, except the field "Position" in case of CS OIT order.

The remaining fields are filled in by the requested Party, except the fields "OLO's/PROXIMUS remarks" and "OLO/PROXIMUS reference", which can optionally be filled in by the requesting Party.

II. Information to fill in by the requesting party

The identification information (name, address, contact persons, …) are of course mandatory.

OLO/PROXIMUS reference: own reference that can optionally be attributed by the requesting party.

From the moment the order for an IC link is accepted, the codification number becomes the reference between both Parties.

Typology:

CS-i = Customer-Sited (i years contract duration)

PS = Proximus-Sited

MS = Mid Span

IS = In Span

OS= OLO-Sited

In case of a PS via a third party Colocation Area, the requesting party must attach to its ordering templates the certified agreement of the Colocation Area holder.

E1's

The requesting party has to fill in the number of added or canceled E1's compared with the previous quarter.

Action on system

Create

Cancel

No Change

A migration is represented by a "Cancel" followed by a "Create". The field "OLO's remarks" must specify the reference of the migration ("Migration x" with x = number of the migration).

System Number

Between 2 different Points Codes, systems are numbered from 1 to 127 (7 most significant bits of the Circuit Identification Code (CIC)). System number 0 can be used for the 128th system. It's agreed to use odd numbers for OIT and even numbers for BIT.

Action on CSG (Circuits Subgroups)

Create (new CSG)

Extend (add capacity in CSG)

Reduce (reduce capacity in CSG)

N7 Create (create N7 datalink)

N7 Remove (remove N7 datalink)

<u>Timeslot</u>

The timeslots must be specified and depend of the usage (see below).

<u>Usage</u>

Several Circuits Subgroups (CSG, also called Trunkgroups by Proximus) are included in the Interconnection offer. All these CSG's are bi-directional, even if the traffic is sometimes allowed in one way only.

<u>1. for OIT (OLO Interconnect Traffic)</u>
FIXO: This CSG is used to route
    the calls OLO   PXS to numbers terminated by or via Proximus, excluded VAS and CSC
    the calls PXS   OLO to services VAS and CSC of the OLO
HTRO: This CSG is used to route the calls "Explosive Traffic" PXS   OLO. Only one timeslot per system 2Mb can be implemented in this CSG (TS31).
1OO: This CSG is used to route the calls OLO   PXS to emergency services. Only two timeslots can be used for this CSG (TS1 of the two first systems OIT).
GSMO: idem FIXO for MOLO
<u>2. for BIT (PXS Interconnect Traffic)</u>
FIXB: This CSG is used to route
the calls PXS   OLO to numbers terminated by or via the OLO, excluded VAS and CSC
the calls OLO   PXS to services VAS and CSC of Proximus
HTRB: This CSG is used to route the calls "Explosive Traffic" OLO   PXS. Only one timeslot per system 2Mb can be implemented in this CSG (TS31).
GSMB: idem FIXB for MOLO
<u>3. DLS (Data Link Set)</u>
A DL (Data Link) is a 64kb timeslot reserved for the routing of N7 signaling messages between 2 SP's.
For direct DLS between AGE's (called F-link), it is agreed to use the TS16 of the 2 first systems (OIT or BIT). It is up to the OLO to order direct links even if the concerned TS's are on BIT systems.

<u>CRD & RFS</u>

Ready For Service date will be calculated as close as possible to Customer Requested Date.

III. Information filled in by the requested party

The fields <u>"Codification number"</u>, <u>"Order Reception Date"</u> and <u>"Order Acceptance Date"</u> are filled in by the requested Party.

<u>Comments</u> from the requested Party:

In case of template not filled in completely or filled in incorrectly, the mention "rejected because field xxx is not filled in/not correct" will be added by the requested Party.

In case of valid template (= completely filled in and compliant with the guidelines) but under the lower tuning limit as described in the P&O document, the mention "accepted but under tuning limit" will be added by the requested Party.

In case of valid template with an upward deviation as described in the P&O document, the mention "accepted" will be added by the requested Party for the lines up to the upper limit, and the mention "not accepted yet" for the lines beyond the upper limit.

20. Appendix 3: Information concerning Proximus-Sited Interconnection

Convention for internal cabling

Proximus will install coax cables to interconnect the OLO equipment with the AGE. The cables are provided without connectors. Each cable has 8 coaxial constituents. As an option, Proximus can equip the coaxe's with 75 ohms coaxial connectors in conformance with standard 169-13IEC-75-15/16 ohms-connector type 1,6/5,6.

The labelling and the management of the internal cabling in the OLO Colocation Area is the responsibility of the OLO. It is advised to indicate on OLO equipment the Proximus reference in order to avoid all confusion.

After the installation of the cabling, Proximus will contact the OLO in order to realise an acceptance test with common approval.

The individual coaxial constituents in a cable are identified following the colour code table below:

| Constituent of the electrical cable	Color
Coaxial 1	White
Coaxial 2	Red
Coaxial 3	Orange
Coaxial 4	Black
Coaxial 5	Green
Coaxial 6	Blue
Coaxial 7	Purple
Coaxial 8	Grey

![proXimus]

20.1 Co-location in an A-AP

The coaxial cables which are brought into the OLO Colocation Area are labeled 1,2,3.. by Proximus. The odd numbered cables are carrying the transmission (Tx) signal from the Proximus network to the OLO network. The even numbered cables are carrying the reception (Rx) signal from the OLO network to the Proximus network.

The table below shows the usage of cables and constituents in an A-AP:

Direction	Tx (from Proximus to OLO)		Rx (from OLO to Proximus)	
Position	Cable	Constituent	Cable	Constituent
1	1	1	2	1
…		…		…
8		8		8
9	3	1	4	1
…		…		…
16		8		8
(…)	(…)	(…)	(…)	(…)

The drawing below illustrates the usage of cables and constituents in an A-AP:
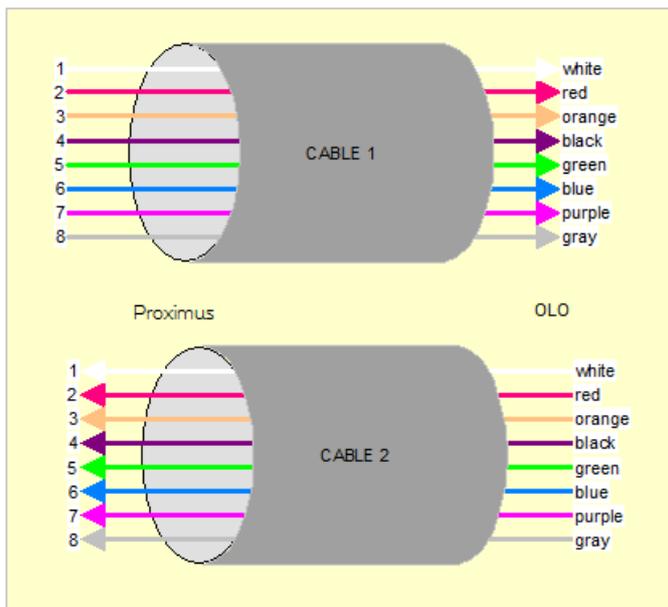
20.2 Co-location in an L-AP

The coaxial cables which are brought into the OLO Colocation Area are labeled 1,2,3.. by Proximus. In every cable, the first 4 constituents are carrying the reception (Rx) signal from the OLO network to the Proximus network. The last 4 constituents are carrying the transmission (Tx) signal from the Proximus network to the OLO network.

The table below shows the usage of cables and constituents in an L-AP:

	Direction	Tx (from Proximus to OLO)	Rx (from OLO to Proximus)
Position	Cable	Coaxial constituent	Coaxial constituent
1	1	5	1
2		6	2
3		7	3
4		8	4
5	2	5	1
6		6	2
7		7	3
8		8	4
(…)	(…)	(…)	(…)

The drawing below illustrates the usage of cables and constituents in a L-AP:
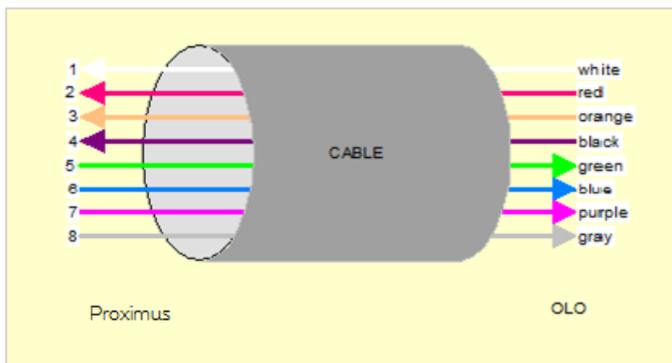
21. Appendix 4 : Request form for visitor badges

valid only if signed and dated by Proximus contact person, requesting service (minimum Level 1)

Notice!!! period of validity of Badge must be renewed every six months, only upon request.

Badge number	Legal or natural person	Person responsible for file	User	Relationship with Proximus	Proximus contact person requesting
	Last Name:	Last Name:	Last Name:		Name:
	First Name:	First Name:	First Name:		Tel:
	function:	Tel:	Tel:		Fax:
	signature:	Fax:	Fax:		GSM:
		GSM:	GSM:		Per-no.:
					Date:
					Signature:
Company		information		+	VAT-number:

Requested duration: max 6 months	Building(s) / rooms to which access is requested	Time of day work in our buildings will take place	Nature of the work to be done
		– office hours;	
		– irregular hours / workdays;	
		– weekends;	
		– . . .	
		– . . .	

<u>The undersigned</u>, ... (user) declares that the badges given to him by Proximus will be used only in accordance with the conditions contained in the letter with reference: SEC/D3/MG98.71.