



BROTSoLL-Proximus Reference Offer for Terminating Segment
of Leased Lines

Main Body

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1. Scope of the document

The purpose of this document is to define the Proximus Reference Offer for Terminating Segment of Leased Lines (BROTSoLL). This offer includes Partial Circuits, Backhaul lines and NGLL lines (Next Generation Leased Lines).

In order to order a service as described hereafter, all end points of any services located outside a Proximus building have to follow and comply with the Site Installation Requirements, which are available from the Proximus Wholesale Internet Site or from the Beneficiary's Proximus contact person.

Note that new EFM lines cannot be ordered anymore as of 01/01/2025. After that date existing lines will remain active and bandwidth updates will continue to be possible (when technically possible). Moving an existing EFM line to a new address will not be possible anymore.

Note that the EFM service will be stopped on 31/12/2028. After this date, all EFM lines will stop to be operational

2. Offer validity

The attention is drawn to the fact that Proximus may withdraw one or more parts of the present offer, subject to a 1 year advance notice period and availability of an alternative solution, in case Proximus at the same time ends the offering of the corresponding retail offer.

3. Glossary

APAL:	Aggregation Point Access Line. An Aggregation Point Access Line is an interface between the Customer Equipment (equipment belonging to the Beneficiary) and a Proximus Service Router/S-Edge located in one of the Services Nodes.
Beneficiary :	Telecommunications Operator to which BROTSOLL Service(s) are offered. “Telecommunications Operator” under the present reference offer is to be understood as entitled to provide telecommunications services under national legislation, and which is eligible for BROTSOLL Services. Reference is made to the Annex “General Terms and Conditions” for further details.
Colo :	Colocation as defined in the Colocation Reference Offer.
CPE:	Customer Premises Equipment.
DWDM:	Dense Wavelength Division Multiplexing. DWDM is an optical multiplexing technology used to increase bandwidth over existing fiber networks.
LACP:	Link Aggregation Control Protocol.
LAG :	Link Aggregation Group.
LEX:	Local Exchange of Proximus.
MC-LAG :	Multichassis LAG.
NGLL:	Next Generation Leased Lines. An Ethernet (Layer2) connectivity service, based on Ethernet over MPLS.
OLO:	Other Licensed Operator.
PoP :	Point of Presence.
Service Node:	a Service Node provides access to the Proximus Ethernet network through an NNI (Network to Network Interface) connection with a Proximus Service Router/S-Edge.
TITAN:	Terrabit IP Transport and Aggregation Network.

4. Practical Information

Further requests for information concerning the present reference offer can be made in writing by interested Parties at the following Proximus contact point. In particular, in the event of doubt as to the interpretation of the provisions of this reference offer, Proximus should be contacted. In the event of doubt and as stated by the BIPT, contacting Proximus is without prejudice to any clarification of the reference offer given by the BIPT.

In case of disagreement about the interpretation, one of the Parties can request the BIPT for a non-binding advice on the specific case. This advice will be taken within a reasonable term and will take into account the legal framework and the . The possibility for the Parties to present the BIPT a problem in interpretation will not influence the legal means that remain at the Parties' disposal in case of a conflict such as the reconciliation procedure or the dispute procedure.

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The sharing by Proximus of some types of information (e.g. the addresses of Proximus buildings) is subject to the prior signing of a Non-Disclosure Agreement by the requesting Party. Furthermore, a payment may be due for obtaining certain documents.

It is also a right for everyone who has signed a Non-Disclosure Agreement to obtain information via the Proximus website through a secured access. Information on how to access the mentioned website can be obtained at the Proximus contact point mentioned above.

This offer is made by Proximus PLC under Belgian Public Law, a Belgian autonomous public enterprise organized under the Law of March 21, 1991, with registered office at B-1030 Brussels, 27 Boulevard du Roi Albert II, VAT BE 0202 239 951 Brussels Register of Legal Entities, exercising its activities under the commercial name Proximus, and referred to as "Proximus" in all the documents that are part of this reference offer.

5. Description

The present offer regroups different types of Terminating Segment of Leased Lines services: Partial Circuit, Backhaul and NGLL, which are described in the subsequent sections.

In the event that Proximus modifies one of those BROTSOLL services and that such modification has an impact on the service offered by the Beneficiary and requires a change on its side, Proximus shall notify the Beneficiary beforehand within three (3) or six (6) months depending on the type of modification.

The prior notice period of 3 months refers to a minor modification (e.g. introduction of a new or adapted configuration, a new or adapted bandwidth or any new or adapted product parameters) while the prior notice period of 6 months refers to a major modification (e.g. introduction of a new technology or a new network topology).

The BIPT will be informed in any case and can allow exceptions concerning the periods of notice.

5.1 Partial Circuit and Backhaul

Partial Circuit

A Partial Circuit can only be ordered to connect any location except Colo to the Beneficiary's network.

- Proximus Sited
- Customer Sited (covers PoP2PoP)

Backhaul connection

- Colo2Colo
- Colo2PoP
- Bitstream/PRI/O handover point 2PoP

A Backhaul connection can be ordered to connect a Proximus location where the Beneficiary is subscribing to the following services :

- o Proximus Colocation Services
- o Proximus Reference Interconnect Offer
- o Proximus Reference Unbundling Offer
- o Proximus Reference Offer for Bitstream Access (xDSL and Fiber GPON)

Both Backhaul connections and Partial Circuits use different interfaces and bandwidths as described in the section hereafter.

All those connections are point to point, permanent and transparent connectivity services.

5.2 NGLL connection

NGLL can be ordered to connect a Beneficiary's network to any location.

- OLO Aggregation Point
 - o Proximus-sited (Colo)
 - o Customer-sited (PoP)
- End-User Site
 - o Customer-sited (PoP/end-user)

All those connections are MPLS based services.

6. Partial Circuit

The Terminating Segment of Leased Lines service enables the establishment of Leased Lines between two termination points of which at least one is located in the Proximus Network. Therefore, Proximus provides one or two Partial Circuit(s). Each Partial Circuit includes one of the termination points of the Leased Line and is linked to the Beneficiary's Network at a Demarcation Point. For the sake of clarity it is noted that the Beneficiary remains responsible towards its End-Users for the provision of Leased Lines involving one or two Proximus Partial Circuit(s).

Two cases are possible as far as the location of the Demarcation Point related to a Partial Circuit is concerned: inside a technical building of the Beneficiary or inside a Proximus technical building. In the former case, the Partial Circuits are called Customer-sited Partial Circuits while, in the latter case, they are called Proximus-sited Partial Circuits.

The housing of a Demarcation Point in the context of the Terminating Segment of Leased Lines service is available at all Proximus buildings housing Area Access Points and at all Proximus Local Exchange buildings, unless in case of technical unfeasibility which will be duly justified by Proximus to the BIPT. The length of a Partial Circuit is defined as the straight line distance between the Proximus local distribution frame of the Local Exchange area where the Demarcation Point is located and the Proximus local distribution frame at which the Proximus End-User termination point is directly connected.

In case the Demarcation Point related to a Partial Circuit is located outside a Proximus building and subject to the conditions mentioned hereafter, Proximus can in principle provide the Partial Circuit in the same way as it provides a Proximus Leased Line. The conditions which are applicable to Leased Lines related to the move of one of the end-points and to the upgrade or downgrade of the Leased Line, are also applicable to Partial Circuits, provided that from the viewpoint of the operational processes the Proximus-"End-User" relationship existing in the Leased Line service is replaced by the Proximus-Beneficiary relationship in the Terminating Segment of Leased Lines service. Proximus will not interact with the End-User of the Beneficiary. Subject to the same conditions, the basic SLA for Leased Lines, available on the Proximus Internet site, will be applicable.

6.1 Partial Circuit – Proximus sited

Ethernet bandwidth (BROTSoLL Ethernet) is offered at following speeds : Fast Ethernet (100M) (DWDM), Gigabit Ethernet (on DWDM), 10 Gigabit Ethernet (on DWDM), 100 Gigabit Ethernet (on DWDM).

6.1.1 Network interface Partial Circuit Proximus sited

<i>Signal</i>	<i>Interface</i>	<i>Local access</i>
Fast Ethernet	RJ 45 – Cat 5 / SC - 1310 nm SM	Twisted Pair or Optical fiber
Gigabit Ethernet	SC - 1310 nm SM	Twisted Pair or Optical fiber
10 Gigabit Ethernet	SC - 1310 nm SM	Optical fiber
100 Gigabit Ethernet	SC - LR4 SM	Optical fiber

6.2 Partial Circuit – Customer sited

Ethernet bandwidth (BROTSoLL Ethernet) is offered at following speeds : Fast Ethernet (100M) (DWDM), Gigabit Ethernet (on DWDM), 10 Gigabit Ethernet (on DWDM), 100 Gigabit Ethernet (on DWDM).

6.2.1 Network interface Partial Circuit Customer sited

<i>Signal</i>	<i>Interface</i>	<i>Local access</i>
Fast Ethernet	RJ 45 – Cat 5 / SC - 1310 nm SM	Twisted Pair or Optical fiber
Gigabit Ethernet	SC - 1310 nm SM	Twisted Pair or Optical fiber
10 Gigabit Ethernet	SC - 1310 nm SM	Optical fiber
100 Gigabit Ethernet	SC - LR4 SM	Optical Fiber

6.3 Other bandwidth requirements

Beneficiaries may require other bandwidths for the Partial Circuits. However, if for any specific and well-defined reason, the provision of a service governed by these terms and conditions is technically difficult to implement or to Proximus' economic disadvantage, Proximus reserves the right not to provide the service, or to provide it under conditions and/or at a rate that departs from these terms and conditions and/or the rates in effect.

6.4 Partial Circuit Pricing Principles

The prices for the Partial Circuits are indicated in the Annex 2 “Pricing and Billing”. The prices for Proximus-sited Partial Circuits are only applicable in case the Demarcation Point is located in buildings allowing Colocation. Proximus will provide to the Beneficiary at its request all the information needed to allow the Beneficiary to perform the Partial Circuit price calculations by itself. The prices for Proximus-sited Partial Circuits have to be combined with the prices associated with the colocation of the Beneficiary's transmission equipment inside the Proximus building. These prices are to be established on the same basis as the principles applicable to Proximus-sited Interconnect Links. All the principles and conditions applicable to the installation and operation of Proximus-sited Interconnect Links are also applicable to Proximus-sited Partial Circuits. The technical, planning and operational conditions applicable to the Terminating Segment of Leased Lines service are, where relevant, to be included in the Interconnect Agreement.

A Partial Circuit is put at the disposal of the Beneficiary for a fixed initial contract period of one year. The Beneficiary can also choose for a longer contract period (up to 5 years). At the end of this period, the contract is tacitly renewed for an unlimited period of time. The term starts on the day following the date on which the Partial Circuit is put at the disposal of the Beneficiary. The Beneficiary can terminate the contract at any moment, provided that the requested termination date (i.e. the date at which the contract for the Partial Circuit concerned will be terminated and the Partial Circuit concerned will be taken out of service) is at least 15 calendar days later than the day following the receipt of the notification of the cancellation. If the termination date is before the end of the initial one-year contract period, a cancellation

fee corresponding to the rental fee for the cancelled Partial Circuit for the period between the termination date and the end of the initial contract period will have to be paid by the Beneficiary.

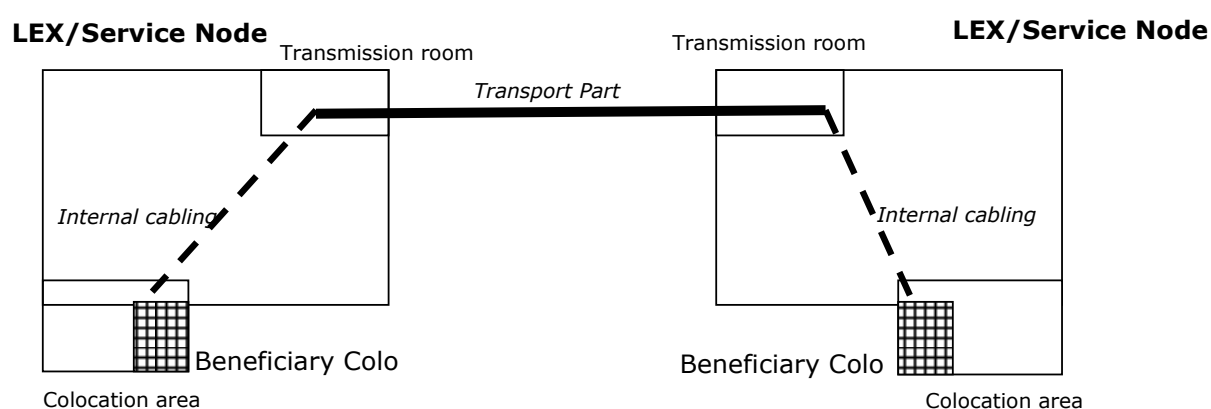
If the Beneficiary orders more than 25 Partial Circuits per month, a specific forecast process will have to be put in place between the Beneficiary and Proximus. Proximus will be entitled to charge to the Beneficiary a specific project fee to coordinate the installation and provisioning of the different Partial Circuits ordered by the Beneficiary.

7. Backhaul Connection

7.1 The “Colo to Colo” link

The “Colo to Colo” link service enables the establishment of a service ending on one end in the colocation area of the Beneficiary and on the other end in another colocation area of the Beneficiary, in two different Proximus buildings.

The Colocation of the Beneficiary may be sited in a LEX or in a Service Node.



Service & Bandwidth Available for Colo to Colo

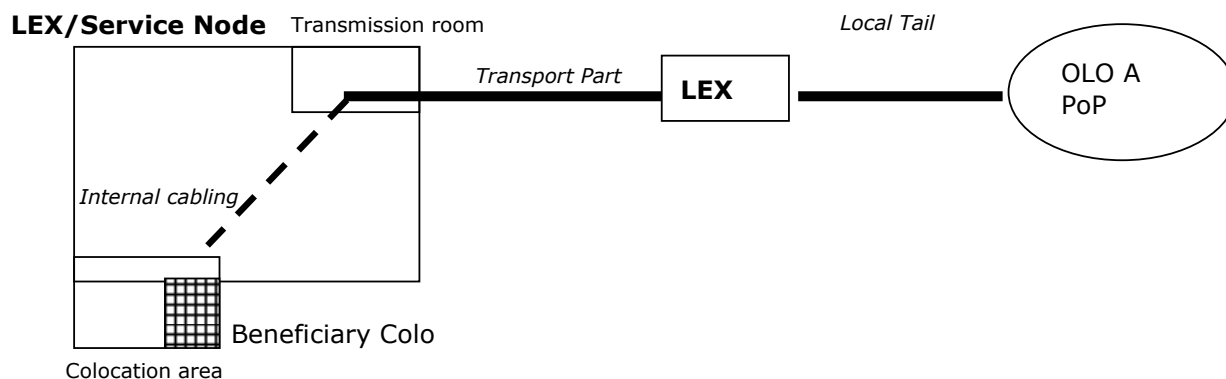
Ethernet Type Services

At following speeds : Fast Ethernet (100M), Gigabit Ethernet (1 Gbps), 10 Gigabit Ethernet, 100 Gigabit Ethernet

7.2 The “Colo to PoP” link

The “Colo to PoP” link service enables the establishment of a service ending on one end in the colocation area of the Beneficiary, on the other end on a Point of Presence (PoP) of the Beneficiary.

The Colocation of the Beneficiary may be sited in a LEX or in a Service Node.



Service & Bandwidth Available for Colo to PoP

Ethernet Type Services

At following speeds :), Fast Ethernet (100M), Gigabit Ethernet (1 Gbps), 10 Gigabit Ethernet, 100 Gigabit Ethernet

7.3 Network interface

<i>Signal</i>	<i>Interface</i>	<i>Local access</i>
Fast Ethernet Gigabit Ethernet 10 Gigabit Ethernet 100 Gigabit Ethernet	RJ 45 – Cat 5 / SC - 1310 nm SM SC - 1310 nm SM SC - 1310 nm SM SC - LR4 SM	Twisted Pair or Optical fiber Optical fiber Optical fiber Optical fiber

7.4 Signal

Fast Ethernet: IEEE 802.3u full duplex (100Base-TX/100Base-FX)

Gigabit Ethernet Standard: IEEE 802.3z full duplex (1000Base-LX)

10 Gigabit Ethernet Standard: IEEE 802.3ae full duplex (10GBase-LR)

100 Gigabit Ethernet Standard: IEEE 802.3bm full duplex (100GBase-LR4)

7.5 Prerequisite

Colocation is a prerequisite for ordering the present Service.

The specific conditions for Colocation can be found in the Colocation reference offer, which is available on the Proximus Wholesale Website.

7.6 Other bandwidth requirements

The Beneficiary may require other bandwidths for the Backhaul connections. However, if for any specific and well-defined reason, the provision of a service governed by these terms and conditions is technically difficult to implement or to Proximus' economic disadvantage, Proximus reserves the right not to provide the service, or to provide it under conditions and/or at a rate that departs from these terms and conditions and/or the rates in effect.

8. Next Generation Leased Lines (NGLL)

8.1 NGLL Service

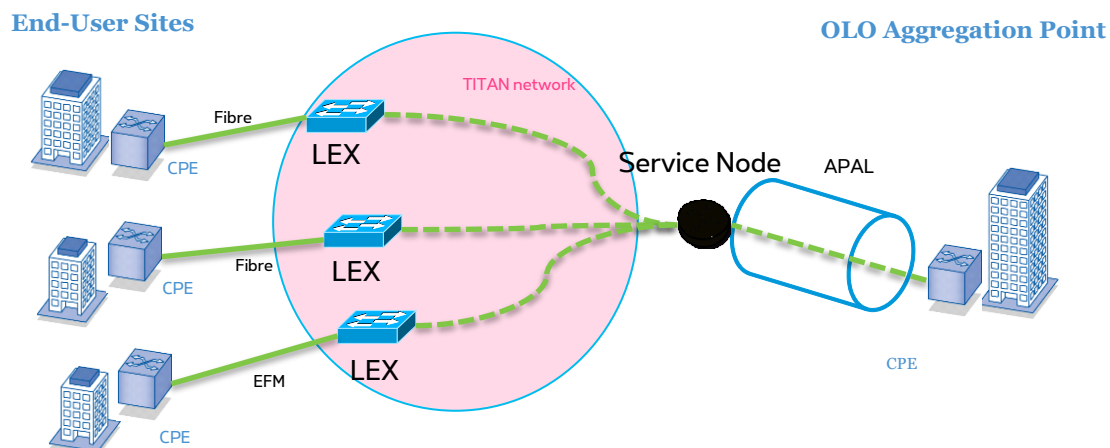
NGLL is an Ethernet (Layer2) connectivity service, based on Ethernet over MPLS. Proximus proposes the access technology Ethernet over copper (EFM) and fiber-based Gigabit Ethernet and 10 Gigabit Ethernet.

Note that new EFM lines cannot be ordered anymore as of 01/01/2025.

Note that the EFM service will be stopped on 31/12/2028. After this date, all EFM lines will stop to be operational.

The NGLL service connects 1 or more End-User Sites to 1 OLO Aggregation Point or a LAG of 2 OLO Aggregation Points. The connectivity service is transported over the Proximus TITAN network. [Figure 1](#) schematically depicts the NGLL service.

Figure 1: Schematic of the NGLL Service, connecting several End-User Sites over fiber or EFM to one OLO Aggregation Point via the APAL



8.1.1 The OLO Aggregation Point

The OLO Aggregation Point can be either an OLO PoP (called “Customer sited”) or an OLO colocation (called “Proximus sited”), and is always connected on fiber, using a 1 Gigabit, 10 Gigabit Ethernet, in between 2 to 4 * 10 Gigabit Ethernet lines grouped in a LAG or 100 Gigabit Ethernet Access Line, called the Aggregation Point Access Line (APAL). The OLO Aggregation Point is connected to the Service Node of the Service Area (not to a LEX). Per Service Area there are 2 Service Nodes.

The traffic of all End-User Sites will be delivered on the OLO Aggregation Point Access Line or lines in case of a LAG group of multiple 10 Gigabit lines.

It is possible to automatically bypass a failing Service Node by deviating all traffic via a second Service Node which is present in each of the 5 Service Areas, by means of the LACP protocol, aka “multichassis LAG”. In case of a multichassis LAG APAL (MC-LAG), this LAG will consist of two fiber links, each to a different Service Node router in the same or a different Service Area. One of these links will be working, the other will be stand-by. This solution is described in detail in Annex 5 “NGLL Technical Specifications”.

8.1.2 End-User Sites

The End-User Site can be either an OLO PoP or an End-User Site, and can be connected via Ethernet over copper (EFM) or Ethernet over fiber. The End-User Site is always connected to a Proximus LEX.

Note that new EFM lines cannot be ordered anymore as of 01/01/2025.

Note that the EFM service will be stopped on 31/12/2028. After this date, all EFM lines will stop to be operational.

8.1.3 NGLL connection

Within the NGLL solution, traffic will always flow between an End-User Site and an OLO Aggregation Point, never between an End-User Site and another End-User Site (no any-to-any functionality).

A Next Generation Leased Line or NGLL connects one End-User Site to one OLO Aggregation Point Access Line (APAL) or to one multichassis LAG APAL located in the same Service Area or to an APAL or LAG APAL in another Service Area. To move End-User Site connectivity from an existing APAL or LAG APAL based on an Intra-Service Area deployment to an APAL or LAG APAL in an Extra Service Area setup a service migration or service migration project is required.

8.1.4 NGLL available Bandwidth Profiles

The OLO Aggregation Point is always connected over Fiber. [Table 1](#) lists the available bandwidth profiles and access technologies.

Table 1: Available bandwidth and access technologies for OLO Aggregation Point

<i>Bandwidth</i>	<i>Access technology</i>
100Mbps	Fiber
200Mbps	Fiber
300Mbps	Fiber
400Mbps	Fiber
500Mbps	Fiber
600Mbps	Fiber
700Mbps	Fiber
800Mbps	Fiber
900Mbps	Fiber
1Gbps	Fiber
2Gbps	Fiber

3Gbps	Fiber
4Gbps	Fiber
5Gbps	Fiber
6Gbps	Fiber
7Gbps	Fiber
8Gbps	Fiber
9Gbps	Fiber
10Gbps	Fiber
20Gbps	Fiber
30Gbps	Fiber
40Gbps	Fiber
50Gbps	Fiber
100Gbps	Fiber

End-User Sites can be connected over Copper (using EFM technology) or over fiber. [Table 2](#) lists the available bandwidth profiles and access technologies.

Note that new EFM lines cannot be ordered anymore as of 01/01/2025.

Note that the EFM service will be stopped on 31/12/2028. After this date, all EFM lines will stop to be operational.

Table 2: Available bandwidth and access technologies for End-User Site

Bandwidth	Access technology
2Mbps	Copper or Fiber
4Mbps	Copper or Fiber
6Mbps	Copper or Fiber
8Mbps	Copper or Fiber
10Mbps	Copper or Fiber
20Mbps	Copper or Fiber
30Mbps	Fiber
40Mbps	Fiber
50Mbps	Fiber
60Mbps	Fiber
70Mbps	Fiber
80Mbps	Fiber
90Mbps	Fiber
100Mbps	Fiber
200Mbps	Fiber
300Mbps	Fiber
400Mbps	Fiber
500Mbps	Fiber
600Mbps	Fiber
700Mbps	Fiber
800Mbps	Fiber
900Mbps	Fiber
1Gbps	Fiber
2Gbps	Fiber

3Gbps	Fiber
4Gbps	Fiber
5Gbps	Fiber
6Gbps	Fiber
7Gbps	Fiber
8Gbps	Fiber
9Gbps	Fiber
10Gbps	Fiber

8.2 NGLL Light Service

The NGLL Light Service offers a P2P dedicated Fiber (Ethernet over Fiber) connection with asymmetrical bandwidths and without any bandwidth guarantee on which end-to-end QoS can be provided.

Within the NGLL Light solution, traffic will always flow between an End-User Site and an OLO Aggregation Point, never between an End-User Site and another End-User Site (no any-to-any functionality). An NGLL Light connects one End-User Site to one OLO Aggregation Point Access Line (APAL) or to one multichassis LAG APAL located in the same Service Area or to an APAL or LAG APAL in another Service Area..

End-User Sites can be connected over Fiber. [Table 3](#) lists the available bandwidth profiles and access technologies.

Table 3: Available bandwidth and access technologies

<i>Bandwidth (Down/Up)</i>	<i>Access technology</i>
100Mbps/30Mbps	Fiber
140Mbps/30Mbps	Fiber
250Mbps/30Mbps	Fiber
350Mbps/50Mbps	Fiber
500Mbps/100Mbps	Fiber
1000Mbps/500Mbps	Fiber
2500Mbps/1000Mbps	Fiber
8500Mbps/1500Mbps	Fiber

8.3 NGLL Standard+

NGLL and NGLL Light offer a 1+1 fiber protection option to End-User sites. Via this optional service a dual fiber access from 1 CPE on the End-User Site to the TITAN LEX is offered. This option enables a higher availability to the End-User Site and is referred to as "NGLL Standard+"

¹.Reference is made to Annex 5 “NGLL Technical Specifications” for a detailed description of the NGLL Standard+ solution.

9. Internal cabling for Colo Ending Services

Proximus delivers a full end-to-end Service, including the internal cabling from Colocation to the Proximus Transmission room. For avoidance of doubt, Proximus will deliver the internal cabling on the infrastructure that is the most appropriate without reference to any other applications. Nonetheless, pricing of internal cabling will be charged separately from the charge of service itself.

. In the NGLL, PRIO and the Bitstream handover, the following bandwidths are accepted: 1Gbps & 10Gbps.

10. Implementation

The implementation will be made in accordance with the technical specifications as defined in documents present at the following website :

<https://www.proximus.com/investors/regulatory-information.html>

¹ The NGLL Standard+ solution will be developed within a reasonable timeframe in case a concrete request is received from an OLO.

11. Connection

11.1 Partial Circuit and Backhaul

In case of any Colo Link services, the Network Termination Point (NTP) is located at the end of the indoor cable provided by Proximus and connecting the Beneficiary's transmission equipment to the Proximus Access Point, at the Beneficiary side (including the attached connector if this connector has been delivered and fixed by Proximus).

The connection of the cable to the equipment of the Beneficiary is outside the responsibility of Proximus.

11.2 NGLL

The termination point of the NGLL is the Gigabit or 10 Gigabit interface of the Proximus CPE switch. This CPE is provided by Proximus and is part of the NGLL offer.

12. Tariff structure

12.1 Colocation costs

The Beneficiary shall pay Proximus the applicable costs for Colocation as specified in the relevant General Terms and Conditions for Colocation.

12.2 Link costs

For each circuit, the costs for the Access to the Service are charged both at the RFS date and further on on a monthly basis.

Installation costs at installation are charged per circuit.

Proximus will not be charged any cost nor will Proximus pay any fee for the installation of Proximus equipment in Beneficiary's building.

The link costs for Partial Circuit and Backhaul connections are available in Annex 2 "Pricing and Billing". The link costs for NGLL connections are available in Annex 4 "NGLL Pricing".

12.3 Cost of Internal cabling

The cost of internal cabling between Beneficiary's colocation and the Proximus Transmission room is not included in the tariffs specified in Annex 2 "Pricing and Billing" and Annex 4 "NGLL Pricing".

13. Operational Specifications and Service Level Guarantee for Partial Circuits and Backhauls

13.1 Scope

13.1.1 Scope of the SLA

This Service Level Agreement sets out the terms and conditions under which Proximus will provide installation, maintenance, repair and IT services for the Proximus Service. If Proximus announces better service levels for the Service than those described in this agreement, Beneficiary will be informed and may request to benefit from them.

This SLA shall apply from the date of the installation of the circuit for the term specified in the (online) Order Form signed/validated by Beneficiary.

Internal cabling is excluded from any SLA.

13.1.2 Contact persons

For any questions regarding the Terminating Segment of Leased Lines Service, Beneficiary may:

- consult the Proximus Wholesale Internet site at <https://www.proximus.be/wholesale/>
- contact the Account Manager;
- contact the Account Administrator of the Proximus Wholesale Customer Service department.

13.1.3 Proximus' obligations

Proximus will deliver the Service in accordance with the conditions herein described. The data registered in the Proximus operational database will serve as sole proof of the fulfilment by Proximus of its obligations.

13.1.4 Beneficiary's obligations

13.1.4.1 General obligations

Considering that Beneficiary's colocation will be available in the relevant sites, Beneficiary will order a circuit in accordance with the provisioning process as described hereunder.

13.1.4.2 Site access

Beneficiary shall provide the Proximus technicians with access to the site for provisioning, repair and maintenance. If necessary, Beneficiary shall take all necessary steps to ensure full cooperation of the owner of the site(s).

13.1.4.3 Cooperation with Third Parties

Beneficiary shall ensure that any sub-contractors managing any part of Beneficiary's network cooperate with Proximus. Proximus shall not be liable for any problems whatsoever attributable to third-party involvement.

13.1.4.4 Integrity of equipment

Beneficiary shall be responsible for the integrity of any equipment installed by Proximus on Beneficiary's premises.

13.1.5 Force majeure

Failure to comply or omission by one Party under the terms or conditions of this SLA shall not constitute grounds for a claim by the other Party against the former for damages or compensation, nor shall it be deemed to be a breach of obligations insofar as it is attributable to force majeure as defined in the General Terms & Conditions.

13.2 Provisioning services

13.2.1 Definitions related to the installation of the Proximus service circuits

(Online) Order Form:	Standard form used to order the SERVICE circuits offered by Proximus, and which is an integral part of the Agreement.
RFS Date:	Ready For Service date, i.e., the date on which the circuit is ready for use and billed.
Order Registration:	Entry in the Proximus provisioning systems of the order for the provision by Proximus of the services on the circuit.
Order Registration Time:	Time elapsing between the date on which the duly completed and signed / validated (online) Order Form is submitted to Proximus and the date the order is registered.
Provisioning Time:	Time elapsing between the registration of the order and the RFS date agreed by Proximus.
RFP:	Ready For Proximus. A Customer site is RFP once Beneficiary has installed, on private premises, the infrastructure (i.e., cables, electrical and physical environment, space required for the equipment) necessary for the service to be

provided to the telecommunications site indicated by Beneficiary and once Beneficiary has confirmed this to Proximus or has appointed Proximus to carry out the infrastructure work on the premises.

CRD: Customer Request Date, i.e., the date requested by Beneficiary for the delivery of the service, as specified on the (online) Order Form.

EMC: Electromagnetic Compliance.

Property survey: Survey conducted by Proximus representatives in the areas surrounding the Sites for the purpose of implementing a connection between Beneficiary's Site and Proximus' network.

Site Survey: Visit of site(s) by Proximus representatives for the purpose of assessing the work required to install the NTE (Network Connectivity Equipment) for the provision of the OMDF interconnection and, in general, of the Service requested by Beneficiary.

13.2.2 Provisioning procedure

13.2.2.1 Initiating the provisioning procedure

Filling in the (online) Order Form.

Beneficiary shall use a SERVICE (online) Order Form to order the services.

- For both end sites, Beneficiary must specify the precise location where the Service is to be delivered and, if possible, the type of work to be carried out on the private premises. If a SERVICE circuit is supplied to a site or telecommunications room that does not belong to Beneficiary, Beneficiary ordering the service shall be responsible for obtaining correct and complete information about the site or the telecommunications room from the third party and provide this to Proximus.
- The duly completed and signed/validated (online) Order Form shall be sent to Proximus:
 - o via the Account Administrator;
 - o via Beneficiary's Account Manager.

Order Registration

The duly completed and signed/validated (online) Order Form is entered in the Proximus provisioning systems on receipt so that Proximus can proceed to provide the Service. This operation is generally performed within one working day of receipt of the order provided that the (online) Order Form is properly completed. In other cases, Proximus will contact Beneficiary, so that the (online) Order Form can, if possible, be completed.

The lead time for the provision of the service shall start on the date on which the correctly filled in order is entered in the Proximus operational systems.

13.2.2.2 Feedback to Beneficiary

- Order Confirmation

Once the completed (online) Order Form has been entered in its provisioning systems, Proximus shall confirm receipt of the (online) Order Form to Beneficiary, along with the code numbers for the new circuit(s), by e-mail. This generally takes place on the same day as the registration of the order. The guaranteed maximum confirmation time is specified in Point 13.2.3.1.

If possible, Proximus will provide Beneficiary with the planned circuit RFS date at the same time. Insofar as possible, the planned RFS date will reflect the CRD and the maximum provisioning time.

- Change to the planned RFS date

In principle, no change will be made to the planned RFS date confirmed to Beneficiary once the order has been registered. Nevertheless, if additional actions are still necessary, Proximus shall inform Beneficiary of the status of the order and the reason for the delay within the timeframe specified. If possible, Proximus will provide the new planned RFS date at the same time.

The planned RFS date may be changed in the following situations:

- o Beneficiary has been unable to agree on a date for the site survey(s);
- o Beneficiary has asked to postpone the site survey(s);
- o Beneficiary has been unable to attend the site survey(s);
- o The site survey(s) has been completed, but Beneficiary has not been able to confirm the site(s) RFP;
- o Cable work on the public or private property for which Proximus needs a work permit must be carried out.
- The following situations can also result in a change in the planned RFS date and prevent Proximus from setting an RFS date within the guaranteed deadline for additional feedback:
 - o Beneficiary confirms that a site is RFP, but this is not actually the case;
 - o A site survey has been carried out and Beneficiary has confirmed the site RFP, but only after the agreed date for additional feedback;
 - o Proximus technicians have not been granted access to Beneficiary's site.

13.2.2.3 Circuit installation

- SERVICE infrastructure in place

If the SERVICE infrastructure is in place at each site and no other cabling work is required, the circuit can be provided directly.

- SERVICE Infrastructure not in place

If the SERVICE infrastructure is unavailable on one of the sites, the SERVICE circuit shall not be provided until the required infrastructure has been installed.

- SERVICE Equipment

If the SERVICE infrastructure is available, Proximus can install the SERVICE equipment (i.e., the racks to hold the chassis, the chassis themselves, the OMDF and the cabling between the OMDF and the chassis, as well as any other equipment that is necessary to provide the Service, as defined in the (online) Order Form.

13.2.2.4 Closing of the order

Once the order is closed, Proximus will inform Beneficiary by e-mail that the circuit can be used and will be billed.

13.2.3 Proximus' obligations

The following SLA timers do not cover the BROTSOLL lines finishing on PRIO handover point. For the latter, reference is made to the Annex "Planning and Operations" of the PRIO offer.

13.2.3.1 Guaranteed feedback

Table 4: Guaranteed feedback

	<i>Initial Feedback</i>
Circuits	2 WD

This time is calculated from the date on which the duly completed (online) Order Form is received. Additional feedback will also be provided if the initial schedule must be revised.

13.2.3.2 Guaranteed compliance with the RFS Date

Proximus shall comply with the planned RFS date, of which the Beneficiary shall be notified when the order is registered.

Table 5: Guaranteed compliance with the RFS Date

<i>Compliance with RFS Date</i>
100%

The RFS date shall not be binding where the provision of the circuit is delayed for reasons attributable to the Beneficiary, such as the postponement or cancellation of a site survey by the Beneficiary, failure by the Beneficiary to comply with the Proximus technical specifications, etc.

13.2.4 Beneficiary's obligations

13.2.4.1 Sending the completed (online) Order Form

Beneficiary shall provide Proximus with the information specified in the (online) Order Form.

13.2.4.2 Provision of the necessary space

Beneficiary shall make sufficient space available in the telecommunications room for Proximus to install the equipment and the entire infrastructure necessary to implement the circuit. If necessary, Beneficiary shall obtain the consent of the owner of this telecommunications room.

13.2.4.3 Electrical and physical environment

- Electric power supply

If Proximus' equipment is installed directly in the Beneficiary's telecommunications room, the latter shall guarantee access to a power outlet that complies with Proximus' requirements and that enables the connection equipment to operate properly. Beneficiary shall also provide Proximus with an isolating grounding rod connected to the building's grounding terminal, in compliance with Proximus' requirements.

- Physical environment

If Proximus' equipment is installed directly in the Beneficiary's telecommunications room, Beneficiary shall ensure that the physical conditions in the room comply with Proximus' requirements, if necessary, regarding EMC, temperature, relative humidity, the ventilation system and safety regulations.

13.3 Repair services

13.3.1 Definitions related to the repair of the service circuits

13.3.1.1 Repair terminology

Trouble Ticket:	Repair case created by a Beneficiary or a Proximus front-end helpdesk operator in the Proximus Incident & Repair Management Platform. This repair case contains the information already available in the Proximus systems, the information provided by the Beneficiary and the information gathered by Proximus during the repair process.
Trouble Intake:	Creation of the Trouble Ticket in the Proximus Incident & Repair Management Platform for the restoration of the Proximus service.
Total Repair Time:	Time needed to restore the service for Beneficiary. The time is calculated between the Trouble Intake and the technical closing of the Trouble Ticket, i.e., the moment the service is operational again.
Stop-Clock Time:	Time lost during repair activities due to causes beyond Proximus' control, e.g., inability to access certain sites, delayed actions by third parties carrying out work before Proximus, required line measurements, etc.
Net Repair Time:	Difference between the Total Repair Time and the Stop-Clock Time.

Time before First Action: Interval between the Beneficiary's report of the disruption and the first action taken by the Proximus Helpdesk or technician to restore this disruption, either via a remote or an on-site operation.

Clock Hours: Target Repair Time expressed in Clock Hours means that the repair service is available 24 hours per day, 7 days per week.

NOC: Network Operations Center.

13.3.1.2 Contact numbers for reporting a service disruption

Beneficiary may report a service disruption via the Proximus Incident & Repair Management Platform or via the ICT Service Desk to the following toll-free number (available 24/7): 0800/14 888 (from abroad +32 70 233706).

An up-to-date overview of the important contact numbers is available on the Beneficiary's Personal Page under "Contact".

13.3.1.3 Type of service disruption & stop-clocks

Type of service disruption

When reporting a service disruption, it is essential to clearly define the type of disruption, i.e., to distinguish between problems that have an impact on traffic and those that do not.

- Impact on traffic: a service disruption shall be deemed to have an impact on traffic when it necessitates immediate action by Proximus in order to be restored, i.e., the case of a complete circuit failure.
- No impact on traffic: a service disruption shall be deemed not to have any impact on traffic when it does not require immediate action by Proximus to be repaired, e.g., a recurring disruption, quality deterioration, etc.

Service disruptions that have no impact on traffic shall be reported in the same manner as those that do. However, since a solution to these problems generally requires a long-term assessment, Proximus cannot guarantee the same repair time as it does for faults resulting in a complete circuit failure.

In case of quality deterioration and recurring disruptions, it is Beneficiary's obligation to decide if the problem has an impact on traffic. If this is the case, Beneficiary shall authorize Proximus to cut the disrupted circuit, if necessary, so that repair can begin immediately and within the agreed timeframe.

Stop-clock rules

There are three situations in which Proximus may use a stop-clock:

- All possible (remote) tests have been conducted. Beneficiary cannot cooperate due to a lack of staff on site, access to the site is not possible, or several attempts to contact Beneficiary have failed (see section 13.3.4).
- Beneficiary asks for the repair to be postponed.
- Monitoring in two cases:

- o If, when the Trouble Ticket is opened, Proximus carries out a complete check of the circuit and does not identify any problem (no alarms, erroneous bits, clock problems; correct signal level, etc.); Beneficiary does not want Proximus to cut the circuit to conduct tests; Proximus wants to be absolutely sure that there is or is not a fault in the circuit and shall monitor the circuit with Beneficiary's approval.
- o Beneficiary's circuit has been repaired and Beneficiary agrees that it functions properly, but suggests that the circuit be monitored in order to fully check its stability.

If a stop-clock is used, this will be reported in detail in the system, i.e.,

- reason for stop-clock;
- action to be taken;
- timing;
- name of contact person in Beneficiary's organization who agreed to the stop-clock (unless Beneficiary cannot be contacted).

13.3.2 Repair procedure

13.3.2.1 Launching repair operations

A service disruption may be notified either by a Beneficiary or as a result of proactive internal monitoring and a routine test.

- The circuit management technology used enables proactive detection of service disruptions in SERVICE circuits. The management data is centralized in the Proximus Network Operations Center. If necessary, Proximus will itself launch the repair procedure, depending on how serious the problem is.
- When a service disruption is reported by a Beneficiary, the latter shall provide following information to the Proximus Helpdesk:
 - o Allocated code: code number of the SERVICE circuit
 - o Type of disruption: whether or not the service disruption impacts traffic
 - o Description of the problem and possible conclusions such as:
 - "circuit out of order since..."
 - "brief failures of about ... seconds"
 - "recurring disruption"
 - "recently installed"
 - "equipment impacted"
 - o Contact for follow-up: name, phone and/or fax number, e-mail address of Beneficiary/caller to be informed of the follow-up to the breakdown, during and outside working hours.

- o Contact at Beneficiary Sites: name, phone and/or fax number and access procedure for the on-site contacts in Belgium who are available to cooperate with Proximus to repair the circuit failure, if necessary.

For each service disruption, a Trouble Ticket will be generated, and Proximus will inform Beneficiary of the Trouble Ticket number. This identification number shall be used by both Parties in any communication between them regarding the service disruption.

13.3.2.2 Feedback to Beneficiary

With the agreement of Beneficiary, Proximus Service Desk shall contact the former regularly to inform him of the technical status, reporting details such as:

- the initial diagnosis;
- the estimated repair time (where possible);
- the impact of the service disruption;
- the on-site action required.

Initial action shall be taken within 30 minutes of notification of the disruption. The initial information shall be provided at regular intervals after the creation of the Trouble Ticket. In the case of service disruptions impacting traffic additional information shall be provided. The time is calculated as from the time the Trouble Ticket is registered in the Proximus Incident & Repair Management Platform.

If on-site action is required and Proximus' technicians have not been authorized to enter the Site and therefore to carry out the operations necessary to clear the fault, Proximus shall notify Beneficiary. This situation shall then be Beneficiary's responsibility, who must take the action necessary to remedy it. During this time, the repair process shall be put on hold (a stop-clock will be used) until the technicians are able to access the Site.

13.3.2.3 Repair operations

For on-site repair, specific access procedures shall be indicated at the time of the Trouble Intake.

- Internal escalation procedure

In the event of recurring problems, Proximus' operators shall automatically brief their respective managers at specified intervals, in accordance with an internal emergency procedure. The manager concerned shall then take the measures necessary to restore the circuit as soon as possible.

- The different escalation levels are:
 - o Level 0 TO
 - o Level 1 TO+3h
 - o Level 2 TO+6h
 - o Level 3 TO+12h

An up-to-date overview of the escalation levels for repair, and their contact details, is available on the Beneficiary's Personal Page under "Contact".

13.3.2.4 Closing of the service disruption

The Trouble Ticket may not be closed without the Beneficiary's consent. Proximus shall provide the following information to the Beneficiary:

- the Trouble Ticket number;
- the time the circuit is put back into operation;
- the cause of the service disruption (if known);
- the Party (Beneficiary, Proximus, other) responsible for the service disruption (if known).

If Beneficiary requires additional time to conduct his own tests on the repaired circuit, a stop-clock shall be used. In the event of a disagreement, Proximus shall conduct additional tests.

13.3.3 Proximus' obligations

13.3.3.1 Guaranteed feedback

Table 6: Feedback to Beneficiary in case of service disruption

<i>Maximum Response Time</i>	<i>Initial information within</i>	<i>Additional information within</i>
30 min.	1 hour	To be agreed with Beneficiary

13.3.4 Beneficiary's obligations

13.3.4.1 Contact person

Beneficiary shall guarantee the availability of a Helpdesk, if possible. If Proximus cannot contact Beneficiary to inform him of the progress made in the repair process, Proximus cannot guarantee feedback deadlines and repair times.

13.3.4.2 Deterioration of service quality

In the event of deterioration of the circuit quality, Beneficiary shall authorize Proximus to cut the circuit affected by the disruption in order to carry out repair measures. If Beneficiary refuses, Proximus shall deem the Trouble Ticket to be in stop-clock mode, since no repair operations are possible.

13.4 Maintenance

13.4.1 Definitions related to the maintenance of the service circuits

Circuit unavailability shall mean the amount of time in the course of the year that the circuit cannot be used because of a disruption attributable to Proximus. Unavailability is based on the calculation of the Net

Repair Time for each Trouble Ticket generated during the year, encompassing solely those Trouble Tickets for which Proximus is responsible and which result in a complete circuit failure.

Circuit availability = 100% minus any time that the circuit is unavailable.

Work that is scheduled is not taken into account in the calculation of the availability rate.

13.4.2 Maintenance procedure

13.4.2.1 Proactive maintenance

Proximus performs maintenance operations on an ongoing basis in order to provide Beneficiary with better quality of service. Such maintenance operations include:

- repair operations that do not impact the Beneficiary's traffic;
- changes in circuit routing for maintenance purposes;
- installation of new infrastructure within the network or on Beneficiary's premises.

Proximus shall inform Beneficiary in advance of any maintenance operation required on the Beneficiary's premises, so that the operation date can be agreed on, based on the Parties' availability.

13.4.2.2 Maintenance work planned on Beneficiary's site

Should the Beneficiary perform maintenance works on the Site which impact the Service, Proximus will be informed automatically through alarms from the proactive monitoring. The Repair Procedure described in section 13.3.2 will be followed. Proximus Service Desk will contact the Beneficiary to discuss the incident and, if applicable, the Trouble Ticket will be closed with root issue "Planned Maintenance". "Planned Maintenance" tickets are not taken into account when calculating the Service Restoration Time and Annual Site Availability.

13.4.3 Proximus' obligations

Guaranteed availability

Table 7: Minimum availability (on a yearly basis)

<i>Types</i>	<i>Minimum availability of the SERVICE circuit (yearly basis)</i>
Standard Circuits	99.9%

The availability of the services shall only be guaranteed on a yearly basis.

13.5 Information Technology services

13.5.1 Online Order Forms and ordering documentation

The (online) Order Form lists the information requested by Proximus to enable it to provide the ordered SERVICE circuit. It is signed or validated by the Beneficiary or by his authorized agent.

The e-Order Forms as well as further documentation on the ordering flows are available on the secured part of the Proximus Wholesale website (i.e. the Personal Page).

13.5.2 Documentation related to the Proximus Incident & Repair Management Platform

For detailed information on the Proximus Incident & Repair Management Platform, reference is made to the Wholesale Service Repair User Guide as well as to the SOA IT Package with respect to this platform, both stored on the secured part of the Proximus Wholesale website (i.e. the Personal Page).

The Security set-up needed in order to interact with Proximus using the API interface of the Proximus Incident & Repair Management Platform is also stored on the secured part of the Proximus Wholesale website.

13.5.3 Proximus' obligations

13.5.3.1 Respect the periods of notice and documentation requirements for IT projects

For changes brought to the Proximus IT systems that have an impact on the service offered by the Beneficiary and require a change on its side, Proximus will inform the Beneficiary of these IT modifications at least three (3) months in advance with a high level description of the impact and with a structure of the documentation.

Proximus will provide the detailed impact, documentation and testing facilities at least one (1) month prior the start of the modifications.

As the planning and testing modalities of the IT projects depend on the internal Proximus project governance methods and predefined release dates, the BIPT can allow exceptions concerning the periods of notice.

13.5.3.2 Ensure availability of the Proximus Incident & Repair Management Platform

Proximus will endeavour to not exceed a maximum of 6 hours of unavailability per month for its Incident & Repair Management Platform.

The Availability will be measured by Proximus from Monday to Saturday (excluding Belgian and Proximus holidays), between 08:00 and 20:00. The following cases will be excluded from the calculation:

- “Force Majeure” or maintenance works that are announced by Proximus at least 3 Working Days in advance via the communication channel “Flash” or any equivalent means.
- Unavailability of the platform due to misuse performed by a Beneficiary.

13.5.4 Beneficiary's obligations

13.5.4.1 Assume responsibility and accountability for the technical implementation of the Proximus IT projects on Beneficiary side

Beneficiary will be fully responsible for engineering design documentation (both hardware and software), implementation, certification, integration, functional testing, and subsystem testing of the various components of its infrastructure and systems that require modification to make use of the Proximus IT project.

13.5.4.2 Ensure that there is no misuse of the Proximus Incident & Repair Management Platform

Beneficiary should use the correct standards to access the Proximus Incident & Repair Management Platform, should not call the latter via robotic or similar simulations (massive calls to the interfaces via a batch mechanism), and the access via certificates should not be used to send potential malicious malware into the Proximus IT systems.

13.6 Compensation

13.6.1 Provisioning

If the RFS date is not complied with for reasons attributable to Proximus, Beneficiary shall be entitled to the compensation specified in the table below.

The monthly subscription charge in the table is that of the SERVICE circuit:

Table 8: Compensation for provisioning delays

<i>No. of Days after RFS date</i>	<i>Compensation</i>
1 - 5 WD	25% of the monthly charge
6 -10 WD	50% of the monthly charge
More than 10 WD	100% of the monthly charge

13.6.2 Repair

If the repair time for service disruptions impacting traffic is not complied with for reasons attributable to Proximus, Beneficiary shall be entitled to compensation, as specified in the table below. Beneficiary shall not be entitled to compensation for disruptions for which itself or a third party is responsible. The monthly subscription charge in the table applies to the SERVICE circuits. The applicable repair time is the Net Repair Time, i.e., after stop-clock time has been deducted.

Table 9: Compensation for repair

<i>Net Repair Time</i>	<i>SERVICE circuits</i>
> 5 working hours	10% of the monthly subscription charge
> 8 working hours	15% of the monthly subscription charge
> 12 working hours	20% of the monthly subscription charge

> 24 working hours	25% of the monthly subscription charge
> 48 working hours	30 % of the monthly subscription charge
> 72 working hours	35% of the monthly subscription charge

13.6.3 Availability

If the guaranteed minimum yearly availability of the circuit is not complied with for reasons attributable to Proximus, Beneficiary shall be entitled to the compensation specified in the table below. The term 'availability' is defined in Section 13.4.1.

Table 10: Compensation related to the minimum availability guarantee (calculated on a yearly basis)

Type	Compensation
SERVICE Circuit	10% of the yearly value of the SERVICE circuit.

N.B.:

- The calculation period for the circuit availability is defined as follows: start date of the calculation period (dd/mm/yyyy) + 365 calendar days or 366 calendar days for leap years (= end date of the calculation period). The circuit must be operational on the end date of the calculation period.
- The yearly value of the circuit is calculated as follows: monthly circuit subscription charge applicable during the last month of the calculation period for circuit availability x 12.
- Calculation of availability is based on the opening of trouble tickets.

14. Operational Specifications and Service Level Guarantee for NGLL

14.1 Scope

14.1.1 Scope of the SLA

This Service Level Agreement sets out the terms and conditions under which Proximus will provide installation, maintenance, repair and IT services for the Proximus NGLL Service. If Proximus announces better service levels for the NGLL Service than those described in this agreement, Beneficiary will be informed and may request to benefit from them.

This SLA shall apply from the date of the installation of the NGLL Service for the term specified in the (online) Order Form signed/validated by Beneficiary.

Internal cabling is excluded from any SLA.

14.1.2 Contact persons

For any questions regarding the BROTSOLL NGLL Service, Beneficiary may:

- consult the Proximus Wholesale Internet site at <https://www.proximus.be/wholesale/>
- contact the Account Manager;
- contact the Account Administrator of the Proximus Wholesale Customer Service department.

14.1.3 Proximus' obligations

Proximus will deliver the NGLL Service in accordance with the conditions herein described. The data registered in the Proximus operational database will serve as sole proof of the fulfilment by Proximus of its obligations.

14.1.4 Beneficiary's obligations

14.1.4.1 General obligations

Considering that Beneficiary's colocation will be available in the relevant sites, Beneficiary will order a NGLL connection in accordance with the provisioning process as described hereunder.

14.1.4.2 Site access

Beneficiary shall provide the Proximus technicians with access to the site for provisioning, repair and maintenance. If necessary, Beneficiary shall take all necessary steps to ensure full cooperation of the owner of the site(s).

14.1.4.3 Cooperation with Third Parties

Beneficiary shall ensure that any sub-contractors managing any part of Beneficiary's network cooperate with Proximus. Proximus shall not be liable for any problems whatsoever attributable to third-party involvement.

14.1.4.4 Integrity of equipment

Beneficiary shall be responsible for the integrity of any equipment installed by Proximus on Beneficiary's premises.

14.1.5 Force majeure

Failure to comply or omission by one Party under the terms or conditions of this SLA shall not constitute grounds for a claim by the other Party against the former for damages or compensation, nor shall it be deemed to be a breach of obligations insofar as it is attributable to force majeure as defined in the General Terms & Conditions.

14.2 Provisioning Services

14.2.1 Definitions related to the provisioning of the Proximus NGLL Service

(Online) Order Form: Standard form used to order the NGLL Service offered by Proximus, and which is an integral part of the Agreement.

Fiber P2P Quotation tool: Online tool which provides info on the connectivity status, product configuration, pricing and estimated lead time for a P2P fiber service requested by the Beneficiary at a certain location.

RFS Date: Ready For Service date, i.e., the date on which the NGLL Service is ready for use and billed.

Order Registration: Entry in the Proximus provisioning systems of the order for the provision by Proximus of the NGLL Service.

Order Registration Time: Time elapsing between the date on which the duly completed and signed/validated (online) Order Form is submitted to Proximus and the date the order is registered.

Provisioning Time: Time elapsing between the registration of the order and the RFS date agreed by Proximus.

RFP:	Ready For Proximus. A Customer site is RFP once Beneficiary has installed, on private premises, the infrastructure (i.e., cables, electrical and physical environment, space required for the equipment) necessary for the service to be provided to the telecommunications site indicated by Beneficiary and once Beneficiary has confirmed this to Proximus or has appointed Proximus to carry out the infrastructure work on the premises.
CRD:	Customer Request Date, i.e., the date requested by Beneficiary for the delivery of the NGLL Service, as specified on the (online) Order Form.
EMC:	Electromagnetic Compliance.
Property survey:	Survey conducted by Proximus representatives in the areas surrounding the Sites for the purpose of implementing a connection between Beneficiary's Site and Proximus' network.
Site Survey:	Visit of site(s) by Proximus representatives for the purpose of assessing the work required to install the NTE (Network Connectivity Equipment) of the Service requested by Beneficiary.

14.2.2 Provisioning procedure

14.2.2.1 Ordering a new NGLL End-User Site on EFM

Note that new EFM lines cannot be ordered anymore as of 01/01/2025. Bandwidth updates will remain possible (when technically possible). Moving an existing EFM line to a new address will not be possible anymore.

Note that the EFM service will be stopped on 31/12/2028. After this date, all EFM lines will stop to be operational.

Availability Check

The Beneficiary orders the upgrade of the bandwidth by submitting the appropriate online Order Form 'e-Form NGLL EFM', available via the Personal Page. The Beneficiary must use his credentials to log on and fill out the online e-Order. Such e-Order is considered to have the same legal value as a duly signed paper Order Form.

As a first step of the e-Form the Beneficiary will be redirected to the EFM Availability Check Tool, in order to verify the upgrade possibilities of EFM at the chosen location. If no EFM upgrade is possible at the chosen location, the order will be rejected.

Ordering

If a bandwidth upgrade is available at the chosen location, the Beneficiary can start the Ordering procedure, by continuing the e-Form. The data submitted includes a detailed list of the Site concerned, its respective connectivity and service characteristics, and the particulars of a designated contact person who is familiar with the Site's configuration and is able to carry out an initial diagnosis in the event of problems. This person shall be accessible throughout the agreed intervention window.

In the online Order Form the Beneficiary will also specify the OLO Aggregation Point to be used. The Beneficiary is responsible to select the correct OLO Aggregation Point.

- 14.2.2.2 Once the completed online Order Form has been entered in its provisioning systems, Proximus shall confirm receipt of the online Order Form to Beneficiary, along with the code numbers for the new NGLL Connection, by e-mail Ordering a new NGLL End-User Site on Fiber

Feasibility Study

The Beneficiary can use the Fiber P2P Quotation Tool. This tool will guide the Beneficiary through different screens to capture all required data as also mentioned below (see “In the Request For Quote the Beneficiary will at least specify the following data”) and this in order to create a complete and validated quote. A quote is deemed complete and validated when it is in the Fiber P2P Quotation Tool put on the “Ready to Order” quote status.

The Fiber P2P Quotation Tool guides the Beneficiary to a quote in a “Ready to Order” status by checking the fiber availability relative to the selected End-User address (connectivity check) and checking the feasibility of the requested NGLL or NGLL End-User Site products (feasibility check). Via the Fiber P2P Quotation Tool a trigger to start a manual fiber feasibility study can also be started if needed. The 3 months quote validity period is also mentioned in the quote.

Should the Beneficiary choose not to work with the Fiber P2P Quotation Tool, a manual process is still supported and the ordering process then starts by requesting a feasibility study for the provisioning of new fiber infrastructure via a “Request For Quote” e-mail to the Proximus Wholesale quoting inbox: rfq.inbox@proximus.com

In the Request For Quote the Beneficiary will at least specify the following data :

- End-User details
- Installation Address
- Product requested
- Bandwidth
- Contract Duration

Proximus will reply to the RFQ with the following information:

- Proximus Reference
- Installation Address
- Product Requested
- Installation Lead Time
- Extra costs for works on Public Domain
- Installation Cost
- Monthly Recurring Charge of the requested product
- Quote Validity

The Installation Lead Time includes the time required to deploy the infrastructure (fiber, equipment, cabling in public and/or private domain, internal cabling, etc.). If no fiber solution is possible at the chosen location, the order will be rejected.

Ordering

For a Beneficiary that uses the Fiber P2P Quotation Tool, the ordering process can start on a quote that is in the “Ready to Order” status. The Beneficiary is offered a “Place Order” button in the Fiber P2P Quotation Tool that triggers and prefills the online ‘e-Form NGLL Fiber’ e-order form with all data

relative to the quote. Upon completion of the online 'e-Form NGLL Fiber' form, the Beneficiary can submit the order and the "Order fulfillment process" starts.

If the Beneficiary agrees with the Quote received, the Beneficiary can start the Ordering procedure, by submitting the appropriate online Order Form 'e-Form NGLL Fiber'. The data submitted includes a detailed list of the connectivity and service characteristics of the Site concerned, and the particulars of a designated contact person who is familiar with the Site's configuration and is able to carry out an initial diagnosis in the event of problems. This person shall be accessible throughout the agreed intervention window. The Beneficiary is also requested to provide the reference of the Quote performed.

In the online Order Form the Beneficiary will also specify the OLO Aggregation Point to be used. The Beneficiary is responsible to select the correct OLO Aggregation Point. If an OLO Aggregation Point from another Service Area is used, the conditions of Inter-area NGLL Connections apply.

Once the completed online Order Form has been entered in its provisioning systems, Proximus shall confirm receipt of the online Order Form to Beneficiary, along with the code numbers for the new NGLL Connection, by e-mail.

14.2.2.3 Order fulfillment

Site Survey

After receiving the Beneficiary's order, Proximus will plan a site survey. The site survey will determine any additional one-time service fees, and the planned RFS date.

Subsequently, Proximus will agree with the Beneficiary on the further implementation steps, including:

- The delivery and installation of the Customer Premises Equipment;
- The activation of the NGLL connectivity and services;
- RFS date.

The Beneficiary shall appoint a duly authorized representative for each Site on which the Service is to be provided. This representative is responsible for formally receiving the CPE, escorting the installation engineer, providing information, etc.

CPE Installation

Proximus will deliver the CPE at the address mentioned on the online Order Form and shall use all reasonable efforts to deliver the CPE at the agreed CPE Delivery Date. The Beneficiary can postpone this CPE Delivery Date at the latest 8 Business Days before the originally agreed date, by notifying Proximus in writing. The new date must be within 3 months after the initially communicated RFS date.

On delivery of the CPE, the Beneficiary's authorized representative will check that the delivery complies with the Order and confirm receipt by signing the delivery note. In any case, the Beneficiary will be considered to have definitively accepted the delivery if Proximus does not receive any objection by registered letter within 5 Business Days of the delivery. If the delivery cannot take place for reasons attributable to the Beneficiary, Proximus will bill the Beneficiary for the additional costs.

Proximus also installs the CPE. The installation takes place between 8 a.m. and 6 p.m. on Business Days and consists of the physical installation and the configuration of equipment.

The installation includes the connectivity and basic functionality testing and the integration of the configuration files. It does not include the laying of internal cabling on the Site (LAN, serial connections to hosts, etc.). The Beneficiary can order specific cables/connectors from Proximus separately if required.

Changes to the RFS Date

In principle, no change will be made to the planned RFS date confirmed to Beneficiary once the order has been registered. Nevertheless, if additional actions are still necessary, Proximus shall inform Beneficiary of the status of the order and the reason for the delay within the timeframe specified. If possible, Proximus will provide the new planned RFS date at the same time. No compensation shall be due by Proximus.

The planned RFS date may be changed in the following situations:

- Beneficiary has been unable to agree on a date for the site survey
- Beneficiary has asked to postpone the site survey
- Beneficiary has been unable to attend the site survey
- The site survey has been completed, but Beneficiary has not been able to confirm the site(s) RFP;
- Cable work on the public or private property for which Proximus needs a work permit must be carried out.

The following situations can also result in a change in the planned RFS date and prevent Proximus from setting an RFS date within the guaranteed deadline for additional feedback:

- Beneficiary confirms that a site is RFP, but this is not actually the case;
- A site survey has been carried out and Beneficiary has confirmed the site RFP, but only after the agreed date for additional feedback;
- Proximus technicians have not been granted access to Beneficiary' site.

The installation lead time of any line needing splicing works in the public domain has increased significantly since the application in February 2012 of a new regulation. The installation lead time of any line without splicing works is NOT impacted by this regulation.

In virtue of the article 192/2 of the RGIE/AREI (Règlement Général sur les Installations Electriques / Algemeen Reglement op de Elektrische Installaties), and in order to ensure the security of Proximus splicers and other individuals, Proximus splicers must consult the maps of the underground electric cables installed by any other utility company before carrying out any splicing works. This is also applicable to other types of underground cables (e.g. gas) in virtue of sector specific legislation.

In case of splicing works, the time needed to request and receive those maps introduces a delay in the current installation process. This delay is hardly predictable, as there is no binding and uniform duration for the utility companies to answer a plan request.

Closing of the order

A Site is considered as Ready To Use when basic end-to-end IP connectivity (ping) can be established between the OLO Aggregation Point and the relevant Site. Proximus will inform Beneficiary by e-mail that the NGLL Connection can be used and will be billed. If no written disagreement is received within 5 Business Days as from the finalized installation by Proximus, Proximus will consider the Site to be ready and will start the related invoicing for this Site. If the Beneficiary does not agree with the "Ready To Use" status, Proximus will take the necessary action to make the Site available.

14.2.2.4 Escalation procedure

An up-to-date overview of the escalation levels for provisioning, and their contact details, is available on the Beneficiary's Personal Page under "Contact".

14.2.2.5 Rush orders

If the Beneficiary places a rush order, the provisions of the relevant (online) Order Form shall apply to the delivery of the Service. Against an additional charge and after approval from Proximus, rush orders may be placed for sites that are connected via a Fiber connection. For End-User Sites with Fiber connectivity in case Beneficiaries use the Fiber P2P Quotation Tool, selection of a Rush order for this End-User Site is possible via a tick in the box. This selection will add the Rush order fee to the quote and will put the Rush order demand on the online 'e-Form NGLL Fiber' e-order form.

14.2.3 Proximus' obligations

14.2.3.1 Target Response Time for fiber feasibility study

Reference is made to Appendix 2: Feasibility feedback and timing estimates for fiber installation.

14.2.3.2 Target Provisioning time

Provided that the prerequisites are fulfilled at the signature of the (online) Order Form and following the proper installation of the CPE, the Site in question is activated, meaning that the Beneficiary obtains access to the requested NGLL services. Proximus makes every effort to provide the Beneficiary with his connection and the related NGLL access within the following time frames:

- Fiber: Lead Time as communicated within the Site Survey

The Target Provisioning time values are indicative values.

The counter for the time frame starts as from the acceptance of the (online) Order Form.

* Note that new EFM lines cannot be ordered anymore as of 01/01/2025.

Note that the EFM service will be stopped on 31/12/2028. After this date, all EFM lines will stop to be operational.

14.2.4 Beneficiary's obligations

14.2.4.1 Sending the completed (online) Order Form

Beneficiary shall provide Proximus with the information specified in the (online) Order Form.

14.2.4.2 Provision of the necessary space

Beneficiary shall make sufficient space available in the telecommunications room for Proximus to install the equipment and the entire infrastructure necessary to implement the NGLL Connection. If necessary, Beneficiary shall obtain the consent of the owner of this telecommunications room.

14.2.4.3 Electrical and physical environment

If Proximus' equipment is installed directly in the Beneficiary's telecommunications room, the latter shall guarantee access to a power outlet that complies with Proximus' requirements and that enables the connection equipment to operate properly. Beneficiary shall also provide Proximus with an isolating grounding rod connected to the building's grounding terminal, in compliance with Proximus' requirements.

If Proximus' equipment is installed directly in the Beneficiary's telecommunications room, Beneficiary shall ensure that the physical conditions in the room comply with Proximus' requirements, if necessary, regarding EMC, temperature, relative humidity, the ventilation system and safety regulations.

14.3 Repair Services

14.3.1 Definitions related to the repair of the Proximus NGLL Service

14.3.1.1 Repair terminology

Trouble Ticket:	Repair case created by a Beneficiary or a Proximus front-end helpdesk operator in the Proximus Incident & Repair Management Platform. This repair case contains the information already available in the Proximus systems, the information provided by the Beneficiary and the information gathered by Proximus during the repair process.
Trouble Intake:	Creation of the Trouble Ticket in the Proximus Incident & Repair Management Platform for the restoration of the Proximus service.
Total Repair Time:	Time needed to restore the service for Beneficiary. The time is calculated between the Trouble Intake and the technical closing of the Trouble Ticket, i.e., the moment the service is operational again.
Stop-Clock Time:	Time lost during repair activities due to causes beyond Proximus' control, e.g., inability to access certain sites, delayed actions by third parties carrying out work before Proximus, required line measurements, etc.

Net Repair Time:	Difference between the Total Repair Time and the Stop-Clock Time.
Time before First Action:	Interval between the Beneficiary's report of the disruption and the first action taken by the Proximus Helpdesk or technician to restore this disruption, either via a remote or an on-site operation.
Clock Hours:	Target Repair Time expressed in Clock Hours means that the repair service is available 24 hours per day, 7 days per week.
NOC:	Network Operations Center.

14.3.1.2 Incident Severity Levels

An Incident Severity Level is allocated to every reported incident. Four incident severity levels have been created to reflect the impact on the availability of a Site. [Table 11](#) lists these Incident Severity Levels.

Table 11: Overview of Incident Severity Levels

Incident Severity	Definition
Severity 1	A site cannot communicate with the OLO Aggregation Point, or the incident results in all the services on a Site being interrupted.
Severity 1B	The main access line is interrupted but a secondary access line is providing the Service.
Severity 2	The Service is affected but not interrupted (e.g. brief disruptions, reduced performance) or not all services are interrupted
Severity 3	The Service is not directly affected (e.g. an information request).

14.3.1.3 Intervention Window

Trouble Tickets initiated within the applicable intervention window are processed until they have been resolved. Reactive Trouble Tickets initiated outside the applicable intervention window will be handled as from the start of the next intervention window.

Even if not provided for under the Beneficiary's SLA, Proximus reserves the right to take proactive measures on a 24/7 basis outside the intervention window. Where it does so, the guaranteed service restoration time will still run from the start of the next intervention window.

The Intervention Window is defined by Site.

Table 12 lists the 3 Intervention Windows available for the NGLL Service. The Standard Intervention Window is applied to each Site. The Extended Intervention Window and the Premium Intervention Window are available as paying options.

Table 12: NGLL Intervention Windows

Intervention Window	Details
Standard Intervention Window	Monday – Friday from 08:00 to 18:00 CET/CEST (10x5).
Extended Intervention Window	Monday – Saturday from 07:00 to 22:00 CET/CEST (15x6).
Premium Intervention Window	Monday – Sunday from 0:00 to 24:00 CET/CEST (24/7).

14.3.1.4 Calculation of the Service Level Parameters

14.3.1.4.1 Stop-clock rules

There are three situations in which Proximus may use a stop-clock:

1. All possible (remote) tests have been conducted. Beneficiary cannot cooperate due to a lack of staff on site, access to the site is not possible, or several attempts to contact Beneficiary have failed (see section 14.3.4).
2. Beneficiary asks for the repair to be postponed.
3. Monitoring in two cases:
 - a. If, when the Trouble Ticket is opened, Proximus carries out a complete check of the NGLL connection and does not identify any problem (no alarms, erroneous bits, clock

problems; correct signal level, etc.); Beneficiary does not want Proximus to cut the connection to conduct tests; Proximus wants to be absolutely sure that there is or is not a fault in the connection and shall monitor the connection with Beneficiary's approval.

- b. Beneficiary's NGLL connection has been repaired and Beneficiary agrees that it functions properly, but suggests that the NGLL connection be monitored in order to fully check its stability.

If a stop-clock is used, this will be reported in detail in the system, i.e.,

- Reason for stop-clock;
- Action to be taken;
- Timing;
- Name of contact person in Beneficiary's organization who agreed to the stop-clock (unless Beneficiary cannot be contacted).

14.31.4.2 *Service Restoration Time*

The Service Restoration timeframe (the net restoration time) shall run from trouble ticket creation time until the time when the incident is definitively resolved. The following shall not be included or taken into account in the calculation of the Net Restoration Time:

- Stop-clock time, as described in 14.3.1.4.1
- Trouble tickets relating to Service unavailability as a result of:
 - planned maintenance work (as described in chapter 14.4);
 - reasons attributable to the Beneficiary (e.g., interruption as a result of action taken by the Beneficiary, interruption due to transactions performed by or the operation of the router maintained and managed by the Beneficiary, application incidents, etc.);
 - reasons attributable to third parties (e.g., break in a cable as a result of the actions of a third party);
 - force majeure;
- The time taken to resolve trouble tickets if the incidents are attributable to the Beneficiary, such as the time Proximus must wait for information from the Beneficiary, to have access to the Beneficiary site, for the Beneficiary to be available, etc.;
- The time between the notification of a trouble ticket outside the intervention window and the start of the next intervention window;
- The period of the trouble ticket between the time the Beneficiary is notified that the service is restored, and the time at which the Beneficiary agrees to close the trouble ticket, or when the Beneficiary is notified that the incident is not resolved.

14.31.4.3 *Annual Site Availability*

The Annual Site Availability is defined per Site as $100\% - A$, with A being equal to the net restoration time, expressed in hours. For Incident Severity 1, the calculation is based on all the Trouble Tickets (repair tickets) taken into account during the measurement period, divided by 365×24 .

The measurement period for the Annual Site Availability shall start on 1 January and end on 31 December:

- Sites that are set up during the measurement period shall be deemed to be 100% available - during the period prior to the installation;

- Sites that are closed during the measurement period shall be deemed to be 100% available during the period in which they are no longer in use;
- The same rules shall be applicable if, during the measurement period, the type of SLA is changed.

SLA reports are available in the Proximus Incident & Repair Management Platform.

14.3.2 Repair procedure

14.3.2.1 Reporting a Service Disruption

A service disruption may be notified either by a Beneficiary or as a result of proactive internal monitoring and a routine test.

The data management technology used enables proactive detection of service disruptions in NGLL Connections. The management data is centralized in the Proximus Network Operations Center. If necessary, Proximus will itself launch the repair procedure, depending on how serious the problem is.

The Beneficiary can report a service disruption via the Proximus Incident & Repair Management Platform. This platform enables the Beneficiary to enter its information requests and incident reports online. On the Trouble Ticket the Beneficiary can always refer to the DSID (Data Service Identifier), which can be found on the annex to the contract.

This online service allows the Beneficiary to monitor every aspect of the incident management. The service is available 24/7.

The Beneficiary can also report a service disruption via the ICT Service Desk (24/7 available) at +32 800 92148 or +32 28199558 from abroad.

An up-to-date overview of the important contact numbers is available on the Beneficiary's Personal Page under "Contact".

When a service disruption is reported by a Beneficiary, the latter shall provide following information to the Proximus Helpdesk:

- Allocated code: code number of the NGLL Connection
- Type of disruption: whether or not the service disruption impacts traffic
- Description of the problem and possible conclusions such as:
 - "connection out of order since..."
 - "brief failures of about ... seconds"
 - "recurring disruption"
 - "recently installed"
 - "equipment impacted"
- Contact for follow-up: name, phone and/or fax number, e-mail address of Beneficiary/caller to be informed of the follow-up to the breakdown, during and outside working hours.
- Contact at Beneficiary Sites: name, phone and/or fax number and access procedure for the on-site contacts in Belgium who are available to cooperate with Proximus to repair the connection failure, if necessary.

14.3.2.2 Feedback to the Beneficiary and repair of the Service Disruption

For each service disruption, a Trouble Ticket will be generated, and Proximus will inform Beneficiary of the Trouble Ticket number. This identification number shall be used by both Parties in any communication between them regarding the service disruption.

The first feedback will be given within 15 minutes from the time of trouble ticket creation. This first feedback will provide information about the access test result and an explanation of what action(s) will be taken next to reactivate the service.

After one hour, the outcome of the first technical analysis will be reported.

The Beneficiary can follow the progress made and the action taken via the Proximus Incident & Repair Management Platform.

If on-site action is required and Proximus' technicians have not been authorized to enter the Site and therefore to carry out the operations necessary to clear the fault, Proximus shall notify Beneficiary. This situation shall then be Beneficiary's responsibility, who must take the action necessary to remedy it. During this time, the repair process shall be put on hold (a stop-clock will be used) until the technicians are able to access the Site.

14.3.2.3 Escalation procedure

An up-to-date overview of the escalation levels for repair, and their contact details, is available on the Beneficiary's Personal Page under "Contact".

[Table 13](#) lists the different escalation levels and the respective timing after which these become available to the Beneficiary.

Table 13: escalation levels and timing for BROTSOLL NGLL Repair, with TO equal to the time of Trouble Intake

<i>Escalation Level</i>	<i>Timing</i>
Level 0	T0
Level 1	T0 + 3 hours
Level 2	T0 + 6 hours
Level 3	T0 + 12 hours

14.3.2.4 Closing of the service disruption

Proximus will inform the Beneficiary via e-mail when the service has been reactivated. The Beneficiary will be asked to confirm that the service has been reactivated. If no response is received within 24 hours of the notification of service reactivation, the trouble ticket will be closed.

If Beneficiary requires additional time to conduct his own tests on the repaired connection, a stop-clock shall be used. In the event of a disagreement, Proximus shall conduct additional tests.

14.3.3 Proximus' obligations

14.3.3.1 Feedback to the Beneficiary

Table 14: Feedback to Beneficiary in case of service disruption

<i>Feedback</i>	<i>Target Service Level</i>
First feedback	15 min.
Outcome of first technical analysis	1 hour

14.3.3.2 Service Restoration Time and Annual Site Availability

In case of a Severity 1 Incident, Proximus guarantees to comply with the Service Reactivation Time specified in [Table 15](#), and compensation can be claimed.

The applicable Target Service Level depends on the Site access technology and the topology which has been implemented for the Beneficiary. For NGLL Standard+ End-User sites and for OLO Aggregation Points with an MC-LAG configuration a different Target Service Level applies.

Should the service be unavailable due to force majeure (any problem falling outside the scope of Proximus' responsibilities as beyond its reasonable control) or due to a problem caused by the Beneficiary (site cannot be accessed, contact person cannot be reached, service breakdown attributable to actions performed by the Beneficiary, application problems, etc.), the service reactivation time specified will be the target aimed for, but will not be binding.

Table 15: NGLL Target Service Levels for Service Restoration Time and Annual Site Availability

	End-User Sites OAP with standard configuration	End-User Sites with standard+ configuration	OAP with MC- LAG configuration
<i>Service Restoration Time – Severity 1 incident</i>	4 hours	4 hours	2 hours
<i>Service Restoration Time – Severity 1B incident</i>	Not applicable	Not applicable	4 hours
<i>Annual Site Availability</i>	99.90%	99.95%	99.99%

The Service Restoration Time and the Annual Site Availability are only applicable to tickets with Splicing Works not falling within the Public Domain Obligations (application of **article 192/2 of the RGIE/AREI**²).

In case of a Severity 1B Incident, Proximus guarantees to comply with the Service Reactivation Time specified in [Table 15](#), without the possibility to claim compensation.

In case of a Severity 2 Incident, the service reactivation time will be the target specified in [Table 15](#), without the possibility to claim compensation.

In case of a Severity 3 Incident, the target will be to resolve it within the best timeframe, at the latest on the following business day, without the possibility to claim compensation.

² RGIE=Règlement Général sur les Installations Electriques / AREI=Algemeen Reglement op de Elektrische Installaties.

14.3.4 Beneficiary's obligations

14.3.4.1 Contact person

Beneficiary shall guarantee the availability of a Helpdesk, if possible. If Proximus cannot contact Beneficiary to inform him of the progress made in the repair process, Proximus cannot guarantee feedback deadlines and repair times.

14.3.4.2 Deterioration of service quality

In the event of deterioration of the connection quality, Beneficiary shall authorize Proximus to cut the connection affected by the disruption in order to carry out repair measures. If Beneficiary refuses, Proximus shall deem the Trouble Ticket to be in stop-clock mode, since no repair operations are possible.

14.4 Maintenance

14.4.1 Definitions related to the maintenance of the NGLL Service

14.4.2 Maintenance procedure

14.4.2.1 Network maintenance

To ensure service availability and performance, Proximus performs network maintenance activities which may impact the Service. These works are organized between midnight on Sunday and 6 a.m. on Monday, and from 6 to 7:15 a.m. during the week (Tuesday to Friday). The work performed on weekdays from 6 a.m. to 7:15 a.m. is occasional work that may generate short-term disruptions (15-minute interruptions).

14.4.2.2 CPE maintenance

Proximus performs the maintenance of the CPE included in the scope of the Contract. The maintenance of the CPE provided in the framework of the Service is however limited to corrective maintenance. This maintenance includes the repair or replacement of faulty component and Software upgrade for bug fixing when such upgrade is available from the CPE provider.

Proximus will charge the Beneficiary with the price of a new CPE in case the rented CPE is damaged due to one of the causes listed below:

- Erroneous or abnormal use/ installation of the CPE by the Beneficiary or third parties;
- Carelessness or negligence by the Beneficiary or third parties in using or setting up Hardware (such as using too high voltage, spilling liquids, etc.);
- Breakdowns of the air conditioning, poorly functioning sockets, storms, lightning strikes, floods, and all other causes alien to the products, inappropriate environmental factors such as too high humidity, abnormal temperatures or an abnormally high amount of dust;
- Moving of, repairs to, or changes in the CPE by the Beneficiary or by third parties without the prior written consent of Proximus.

The following activities are not included in the CPE maintenance service:

- Maintenance activities on Products that fall outside the scope of application of this Contract.
- Interventions on Software, without any patch being available from the manufacturer.
- Programming of or changes to existing LAN equipment.

14.4.2.3 Planned works on Beneficiary's Site impacting the Service

Should the Beneficiary perform maintenance works on the Site which impact the Service, Proximus will be informed automatically through alarms from the proactive monitoring. The Repair Procedure described in section 14.3.2 will be followed. Proximus Service Desk will contact the Beneficiary to discuss the incident and, if applicable, the Trouble Ticket will be closed with root issue "Planned Maintenance". "Planned Maintenance" tickets are not taken into account when calculating the Service Restoration Time and Annual Site Availability.

14.4.3 Proximus' obligations

14.4.3.1 Notification of planned maintenance works

To ensure service availability and performance, Proximus performs network maintenance activities which may impact the Service. These works are organized between midnight on Sunday and 6 a.m. on Monday, and from 6 to 7:15 a.m. during the week (Tuesday to Friday). The work performed on weekdays from 6 a.m. to 7:15 a.m. is occasional work that may generate short-term disruptions (15-minute interruptions).

Proximus will notify the Beneficiary of any planned maintenance work that entails a network interruption, regardless of whether this work will take place within or outside the planned maintenance period. Such notification will be given at least five Business Days before the start of the work in question.

14.5 Information Technology services

14.5.1 Fiber P2P Quotation Tool³

14.5.1.1 Context

In order to connect an End-User Site on dedicated Fiber P2P connectivity to an APAL, a quotation for the End-User's address is required. The Fiber P2P Quotation Tool will be able to provide, in real-time or with

³ The description given in this document gives the main advantages and goals of the Fiber P2P Quotation Tool. In case of any change or evolution on the Fiber P2P Quotation Tool, all Beneficiaries are informed via Flash mailings.

a certain delay, details such as Proximus ability to provide the requested connectivity, the cost and the estimated timing of delivery.

Connectivity Status: Real-time status will be provided on any address in Belgium:

- 'Fiber is Available' status where dedicated P2P Fiber is already available at the address and in general will not have any additional costs to connect.
- 'Fiber is Possible' status where Proximus can provide the connectivity at an additional cost (costs depend on distance to nearest Fiber point / private domain works like trenching etc.)

Product Configuration and Pricing:

- The Beneficiary is able to self-configure the NGLL or NGLL Light End-User Site Fiber product for which the quote is required and view the monthly and non-recurring charges according to the pricing defined in the BROTSOLL – Annex 4 NGLL Pricing.
- Different bandwidths and related configuration can be selected with a direct view on the prices.

Lead Time:

- The estimated lead time to install the service will be provided for each quote.

14.5.1.2 Access on the Wholesale My Personal Page

The Fiber P2P Quotation tool can be accessed via the Wholesale My Personal Page with a single-sign-on as for the rest of the Beneficiary's web services.

14.5.2 Online Order Forms and ordering documentation

The (online) Order Form lists the information requested by Proximus to enable it to provide the ordered NGLL Connection. It is signed or validated by the Beneficiary or by his authorized agent.

The e-Order Forms as well as further documentation on the ordering flows are available on the secured part of the Proximus Wholesale website (i.e. the Personal Page).

14.5.3 Documentation related to the Proximus Incident & Repair Management Platform

For detailed information on the Proximus Incident & Repair Management Platform, reference is made to the Wholesale Service Repair User Guide as well as to the SOA IT Package with respect to this platform, both stored on the secured part of the Proximus Wholesale website (i.e. the Personal Page).

The Security set-up needed in order to interact with Proximus using the API interface of the Proximus Incident & Repair Management Platform is also stored on the secured part of the Proximus Wholesale website.

14.5.4 Proximus' obligations

14.5.4.1 Respect the periods of notice and documentation requirements for IT projects

For changes brought to the Proximus IT systems that have an impact on the service offered by the Beneficiary and require a change on its side, Proximus will inform the Beneficiary of these IT modifications at least three (3) months in advance with a high level description of the impact and with a structure of the documentation.

Proximus will provide the detailed impact, documentation and testing facilities at least one (1) month prior the start of the modifications.

As the planning and testing modalities of the IT projects depend on the internal Proximus project governance methods and predefined release dates, the BIPT can allow exceptions concerning the periods of notice.

14.5.4.2 Ensure availability of the Proximus Incident & Repair Management Platform

Proximus will endeavour to not exceed a maximum of 6 hours of unavailability per month for its Incident & Repair Management Platform.

The Availability will be measured by Proximus from Monday to Saturday (excluding Belgian and Proximus holidays), between 08:00 and 20:00. The following cases will be excluded from the calculation:

- "Force Majeure" or maintenance works that are announced by Proximus at least 3 Working Days in advance via the communication channel "Flash" or any equivalent means.
- Unavailability of the platform due to misuse performed by a Beneficiary.

14.5.5 Beneficiary's obligations

14.5.5.1 Assume responsibility and accountability for the technical implementation of the Proximus IT projects on Beneficiary side

Beneficiary will be fully responsible for engineering design documentation (both hardware and software), implementation, certification, integration, functional testing, and subsystem testing of the various components of its infrastructure and systems that require modification to make use of the Proximus IT project.

14.5.5.2 Ensure that there is no misuse of the Proximus Incident & Repair Management Platform

Beneficiary should use the correct standards to access the Proximus Incident & Repair Management Platform, should not call the latter via robotic or similar simulations (massive calls to the interfaces via a batch mechanism), and the access via certificates should not be used to send potential malicious malware into the Proximus IT systems.

14.6 Compensation

In case the SLA has been breached for a specific site, the Beneficiary can request penalties to be paid. Payment of these penalties is the only form of recoverable compensatory damages that a Beneficiary can get if the agreed upon service levels are not reached.

Payment of the penalties must always be requested by the Beneficiary.

14.6.1 Repair

In case of failure to comply with the Service Restoration Time:

- For End-User Sites, the penalties are calculated as a percentage of the total monthly fee payable for the NGLL connectivity solution on the site concerned (Access Line & managed CPE). The percentages are listed in [Table 16](#).
- For OLO Aggregation Points, the penalties are calculated as a percentage of the total monthly fee payable for all End-User Sites, connected to the concerned OLO Aggregation Point (Access Line & managed CPE). The percentages are listed in [Table 16](#).
- The penalties may not exceed 75% of the monthly fee for the NGLL connectivity solution (Access Line & managed CPE).
- Payment of the penalties can be claimed within three months as of the end of the month in question.

Table 16: penalty scheme for NGLL Service Restoration Time for Severity 1 Incidents, expressed as a percentage of the Monthly Connectivity Fee

<i>End-User Sites OAP with standard configuration</i>	<i>OAP with MC-LAG configuration</i>
> 5 hours → 5%	> 2 hours → 5%
> 10 hours → 10%	> 4 hours → 10%
> 24 hours → 25%	> 24 hours → 25%

14.6.2 Availability

In case of failure to comply with the Annual Site Availability:

- For End-User Sites, the penalties are calculated as a percentage of the total annual fee payable for the NGLL connectivity solution on the Site concerned (Access Line & managed CPE). The percentages are listed in [Table 17](#).
- For OLO Aggregation Points, the penalties are calculated as a percentage of the total monthly fee payable for all End-User Sites, connected to the concerned OLO Aggregation Point (Access Line & managed CPE). The percentages are listed in [Table 17](#).
- The penalties may not exceed 5% of the annual fee for the NGLL connectivity solution (Access Line & managed CPE).
- Payment of the penalties can be claimed within three months as of the end of the year in question.

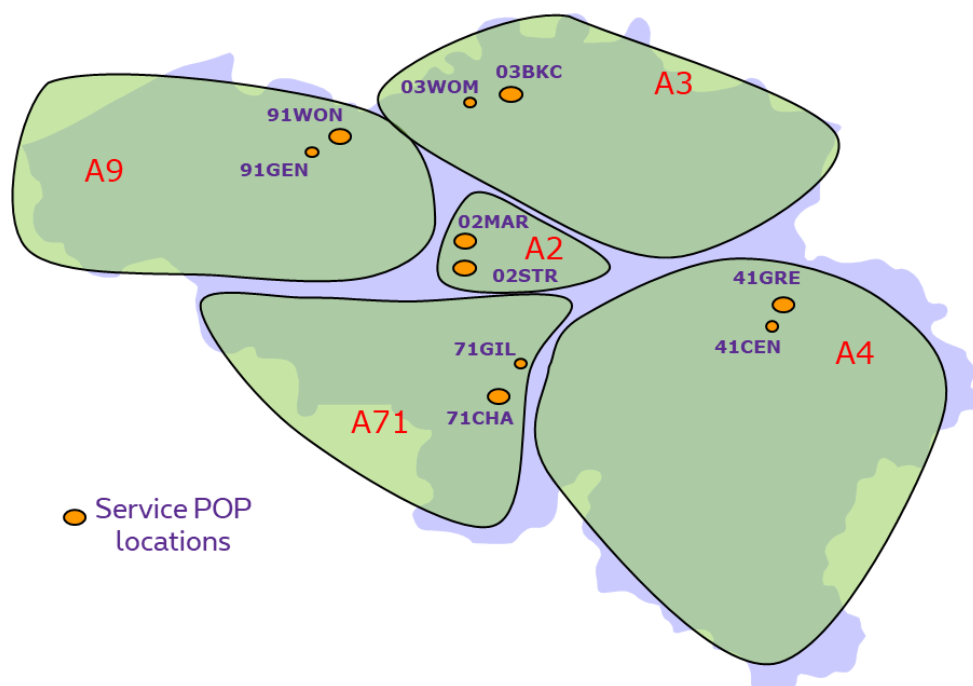
Table 17: Penalty scheme for NGLL Service Availability, expressed as a percentage of the Annual Connectivity Fee

<i>End-User Sites OAP with standard configuration</i>	<i>End-User Sites with standard+ configuration</i>	<i>OAP with MC-LAG configuration</i>
< 99.90% → 1,5%	< 99.95% → 1,5%	< 99.99% → 1,5%
< 99.70% → 5%	< 99.85% → 5%	< 99.97% → 5%

14.7 List of Service Areas for NGLL

14.7.1 Overview

5 Service Areas and 10 Service PoPs



14.7.2 Definition of the Service Areas

Service Area	Included Telephone Zones
A3:	03, 011, 012, 013, 014, 015, 016, 089
A2:	02
A4:	019, 04, 061, 063, 080, 081, 082, 083, 084, 085, 087
A71:	010, 060, 064, 065, 067, 068, 069, 071
A9:	050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 09

For the sake of clarity, it is confirmed that the zone codes indicated above in the context of the present offer are limited to the numbers which identify fixed network termination points. In particular, 09 and 04 are respectively limited to the number series 092, 093 and 042, 043. As far as the code 080 is concerned, the numbers starting with 0800 are excluded.

14.7.3 List of Service Nodes

<i>Area</i>	<i>LEX</i>	<i>City</i>	<i>Address</i>
A9	91WON	Gent - Wondelgem	Zeeschipstraat 209
A9	91GEN	Gent - Centrum	Sint Niklaasstraat 27
A3	03WOM	Antwerpen - Wommelgem	Jacobsveldweg 15
A3	03BKC	Antwerpen - Berchem	Karel Coggestraat 2
A2	02MAR	Brussels - Marais	Rue du Marais - Broekstraat 72-74
A2	02STR	Brussels - Paille	Rue Lebeau - Lebeauststraat 2
A71	71GIL	Charleroi - Gilly	Sentier de la Limite 80
A71	71CHA	Charleroi - Centre	Rue de la science 2
A4	41CEN	Liège - Centre	Rue de l'université 30
A4	41GRE	Liège - Grétry	Rue d'Harscamp 17

15. Appendix 2: Feasibility feedback and timing estimates for fiber installation

15.1 General Principle

In case a Beneficiary wants a fiber connection to the Proximus network for its End-User building, he will send to Proximus a request of feasibility study for fiber installation in public domain. Proximus will provide in a reasonable timeframe the feasibility feedback and timing estimates to the Beneficiary.

The feasibility study might result in extra-costs and extra lead time in case the Beneficiary's End-User building is not yet connected to the Proximus access network.

This feasibility study is a prerequisite to start the provisioning process of services with fiber access to the Proximus network.

15.2 Beneficiary request for fiber study

Request for fiber feasibility study must be sent to rfq.inbox@proximus.com

Minimum information required from Beneficiary:

- End-User name
- End-User address or GPS coordinates/Google maps (if complete End-User address is not available)
- product solution: fiber standard
- capacity (from 2Mbps till 100Gbps)

These are the minimum information required to provide feedback to the Beneficiary in a reasonable timeframe.

15.3 Proximus feedback to fiber study

Proximus will provide a reference number, which needs to be included in the (online) Order Form.

Proximus will answer to the fibre feasibility study based on the following technical information:

Lead Time
Result possible? Yes/no
Result valid until
Lead time connecting site A* (in working days)
Lead time connecting site B* (in working days)
Cost
One time fee site A*
One time fee site B*

* In case of fiber study for NGLL, there will always be only one site (End-User Site -Site A). Per definition, the feasibility of NGLL at Beneficiary's End-User Site is subject to the availability of an OLO aggregation point to which the Beneficiary's End-User Site will be connected (see section 8.1 of BROTSOLL Main Body).

15.4 Response Timers

"Request For Quote" e-mail process

75% of the requests for fiber feasibility will be treated in the 5WD.

The remaining 25% will be treated in the 10WD.

These timers are given as guidance and might be subject to variation depending on:

- Complexity of the request
- Quality of input
- Exceptional volumes (e.g. projects with dozens of sites)

In case of too complex requests or missing info from Beneficiary, the timers above are no longer valid and Proximus will inform in the 5 working days the Beneficiary of the longer timers.

For missing info, Proximus will inform the Beneficiary of the requested info and the timers will start as from the reception of the needed info.

For complex requests, Proximus will inform the Beneficiary of the reason(s) of the complexity and of a reasonable timeframe in which feedback will be given.

Fiber P2P Quotation tool

70% of the requests for fiber feasibility will get an immediate response.

The remaining requests will be treated in 5WD in case of simple requests, or in 10 WD in case of complex requests.

These timers are given as guidance and might be subject to variation depending on:

- Complexity of the request
- Quality of input
- Exceptional volumes (e.g. projects with dozens of sites)

In case of too complex requests or missing info from Beneficiary, the timers above are no longer valid and Proximus will inform in the 5 working days the Beneficiary of the longer timers.

For missing info, Proximus will inform the Beneficiary of the requested info and the timers will start as from the reception of the needed info.

For complex requests, Proximus will inform the Beneficiary of the reason(s) of the complexity and of a reasonable timeframe in which feedback will be given.

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