



Terminating tariffs

# Addendum n°20 to the Proximus Reference Interconnect Offer (BRIO) valid as from 01/01/2016

Date: submitted to BIPT on 12/06/2015

Sensitivity **Unrestricted**

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## 1. Introduction

This addendum to the BRIO concerns a specification on the applicability of rates for the delivery of calls to the fixed network of Proximus, in line with the decision of the BIPT Council of 2 March 2012 §178.

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

The present addendum has been submitted for approval to the BIPT in order to become effective as from 1/1/2016<sup>1</sup>.

## 2. Adaptation of Section 16.2

Section 16.2 is to be replaced by:

### 16.2 Terminating Access Services

Each Successful Call will give rise to 2 charges: a fixed set-up charge and a duration charge taking into account the Chargeable Call Duration measured on a per second basis. Unsuccessful Calls are not charged.

Peak period: 08:00 to 19:00 from Monday through Friday, excluding Belgian legal holidays

Off Peak period: all other periods of time.

#### 16.2.1 Calls directed to Proximus geographic numbers

*(all values in eurocent)*

Type of Call	Set-up Charge		Duration charge (per min)	
	Peak	Off Peak	Peak	Off Peak
<b>Local</b>	0,314	0,164	0,514	0,270
<b>Intra Access Area</b>	0,443	0,232	0,727	0,381
<b>Extra Access Area</b>	0,568	0,298	0,932	0,489

These rates are applicable to the delivery of calls, originated from Belgium or other EU countries to the network of Proximus.

<sup>1</sup> Proximus might postpone this date in order to guarantee the quality of the deliverables

The origin of a call is determined based on the country code of the calling party (the so-called A number).

Therefore, a call is considered as from EU origin if the country code of the calling party falls in the list provided here below.

<u>Country code</u>	<u>EU Country</u>
+43	Austria
+32	Belgium
+359	Bulgaria
+385	Croatia
+357	Cyprus
+420	Czech Republic
+45	Denmark
+372	Estonia
+358	Finland
+33	France
+49	Germany
+30	Greece
+36	Hungary
+353	Ireland
+39	Italy
+371	Latvia
+370	Lithuania
+352	Luxembourg
+356	Malta
+31	Netherlands
+48	Poland
+351	Portugal
+40	Romania
+421	Slovakia
+386	Slovenia
+34	Spain
+46	Sweden
+44	United Kingdom

# PROXIMUS ~~BELGACOM~~ MOBILE REFERENCE INTERCONNECT OFFER (BMRIO)

*FOR MOBILE VOICE TERMINATION*

for Public Network Operators

valid from 1st January 201~~6~~2

*This offer has been submitted for approval to the BIPT in order to become effective as from 1/1/2016<sup>1</sup> until one subsequent Reference Offer is validly published and without prejudice to the application of the paragraph below. This document has been developed in accordance with BIPT's decision of 29/06/2010.*

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<sup>1</sup> Proximus might postpone this date in order to guarantee the quality of the deliverables.

In case of appeal against the BIPT decision dated 29/06/2010 and if the Court of Appeal would suspend, modify or annul BIPT's decision(s), or in case of withdrawal of the said decision(s) by the BIPT, or if the rates were to evolve on the basis of other regulatory actions, ProximusBelgacom reserves its rights to invoice the price charged by ProximusBelgacom before 01/08/2010, until a new BIPT decision determines the new applicable tariff. Moreover, ProximusBelgacom reserves its rights to retroactively claim the difference between the rates as foreseen by the BIPT applicable as from 01/01/2012 and the rates applied by ProximusBelgacom before 01/08/2010.

With regard to the signature of the Interconnect contract, the ProximusBelgacom ~~Mobile Reference Interconnect Offer (BMRIO)~~ can be negotiated by the parties and does not substitute for the parties' will.

Except otherwise agreed by the parties, the contract shall be adapted if the BMRIO ~~ProximusBelgacom Mobile Reference Interconnect Offer~~ is modified. This adaptation shall be in accordance with this BMRIO ~~ProximusBelgacom Mobile Reference Interconnect Offer's~~ modifications.

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# PROXIMUSBELGACOM -MOBILE REFERENCE INTERCONNECT OFFER FOR MOBILE VOICE TERMINATION (BMRIO)

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## 1. Introduction

### 1.1 Scope of the Reference Interconnect Offer

The present Reference Interconnect Offer deals with the Interconnect Services ~~ProximusBelgacom (PXSBC)~~ offers to a Network Telecommunications Operator<sup>2</sup>, hereafter called “Operator”, in order to allow end-users connected to the public Network<sup>3</sup> of that Operator to communicate with end-users connected to the mobile network of ~~ProximusBelgacom (Proximus)~~.

The Interconnect Services included in this Reference Interconnect Offer are the following services, as defined and described below:

- Terminating Access Services for Voice Calls<sup>4</sup> to Mobile numbers on the Proximus Network
- Interconnect Link Service
- Colocation Offer

### 1.2 Limits of the Reference Interconnect Offer

The prices and conditions for Interconnection contained in the present Reference Interconnect Offer are applicable from January 1, 2016<sup>2</sup>. As foreseen in the applicable regulatory framework, modifications can be made to these prices and/or conditions in the course of the year subject to the conditions set out in the applicable regulatory framework. Such modifications will be included in this Reference Interconnect Offer through the publication of specific addenda or a new Reference Interconnect Offer.

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<sup>2</sup> “Network Telecommunications Operator” means an Operator which fulfils all conditions required by the Regulatory Framework for electronic communication to provide at least the activities for which the Operator is requesting the services included in the present Reference Offer. Consequently, the provision of certain BMRIO Services may be available only to Operators which comply with specific obligations to provide the activities for which the Operator is requesting the mentioned BMRIO services. When this is the case, this is specifically indicated in this Reference Interconnect Offer.

<sup>3</sup> “Network” and “Access Point” should be read respectively as “System” and “Point of Presence” when used in this Reference Interconnect Offer in respect of Operators that do not fulfill the conditions required by the Regulatory Framework to provide services to the public.

<sup>4</sup> ‘Calls’ will be used further in the document and shall refer to ‘Voice Calls’

This Reference Interconnect Offer does not cover Calls to PXSBGC mobile numbers which are ported out to other Mobile Networks.

In case of voice calls to non PXSBGC mobile numbers ported in to the Proximus Network, these Calls shall be transmitted to Proximus Network including a Routing Number providing the necessary information to route the Calls to the Proximus Network.

It must be noticed that the Routing Number shall only be transmitted for PXSBGC mobile numbers not included in the PXSBGC mobile number ranges provided by BIPT to PXSBGC and not for PXSBGC mobile numbers within PXSBGC mobile number ranges. As a more general rule, this Reference Interconnect Offer does not consider issues of mobile number portability.

Each Interconnect Agreement concluded with an Operator may include specific services negotiated between the two Parties which are not covered in the present Reference Interconnect Offer. Examples of such specific services, which PXSBGC can offer at the request of the Operator, are: the conveyance of calls generated by the Operator's customers to the networks or facilities of other mobile operators with whom PXSBGC has appropriate contractual relations. The list of available services can be obtained by the Operator after the signing of a confidentiality agreement.

Any interconnect service supplied by an Operator to PXSBGC will be included in the Interconnect Agreement between PXSBGC and that Operator on the basis of the agreement reached between those Parties.

PXSBGC is not responsible for the content of the communications conveyed through its Interconnect Services.

### 1.3 Definitions

The definitions included in this Reference Interconnect Offer are proper to this document and are without prejudice to the definitions contained in the applicable regulatory framework. This Offer only applies to services that are explicitly referred to in this Offer and, in case particular applications are indicated in the definition of some services, is only applicable for the applications concerned.

The capitalized terms in the present Reference Interconnect Offer have the meaning as defined below:

Act: In the present Reference Interconnect Offer "the Act" means "the Act of 13th June 2005 concerning Electronic Communication Services"

Access Point: Physical interface within ProximusBelgacom Mobile Network to which Interconnect Links can be connected (a similar physical interface is defined in the Operator's Network)

<u>ProximusBelgacom</u> mobile number ranges:	Mobile Number ranges allocated by BIPT to <u>ProximusBelgacom</u>
BIPT:	Belgian Institute for postal services and telecommunications
<u>PXSBGC</u>	<u>ProximusBelgacom</u>
BMRIO	<u>ProximusBelgacom</u> Mobile Reference Interconnect Offer for Mobile Voice Termination
Call Attempt:	An attempt to establish a Call
Call:	The establishment of a connection through a Network and the transmission and the delivery of a communication, from the terminal on which this communication has been generated to the terminal to which this communication is addressed, or to a network platform or to any other facility giving an automatic answer in the cases where the connection cannot be established. By Call, it is meant Voice Calls.
Calling Line Identification Presentation (CLIP):	A supplementary service offered to a called party that provides the calling party's number to the called party
Calling Line Identification Restriction (CLIR):	A supplementary service offered to the calling party to restrict the presentation of the calling party's number to the called party
Capacity (of the Interconnect Link):	The capacity defined for the Interconnect Link (transmission capacity) and the corresponding <u>ProximusBelgacom</u> mobile Access Point (switching capacity) to which the Operator wishes to be connected (expressed as a number of 2 Mbit/s links (E1's) <sup>5</sup>
Chargeable Call Duration:	The time interval, rounded up to the nearest second, that elapses between: <ul style="list-style-type: none"> <li>• the moment at which the answer signal (in the backward direction) is detected at the concerned Access Point</li> <li>• the moment at which the clear forward or</li> </ul>

<sup>5</sup> The term "Capacity" covers both transmission and switching capacity. If the term "Capacity" is supposed to cover only switching capacity, the Parties are to use the term "switching capacity", and are to refrain from using the term "Capacity".

clear backward condition is detected at the concerned Access Point

CLI:	Calling Line Identification
Colocation Agreement:	An agreement concluded between <a href="#">ProximusBelgacom</a> and an Operator which covers, in particular, the technical, operational, billing, planning and financial conditions for the Colocation Services provided by <a href="#">ProximusBelgacom</a> to the Operator
Colocation Area:	Part of a Colocation Room rented to a single Operator
Colocation Room:	Part of one of the buildings, listed in Annex 1, where Operators can install their equipment as described in the Colocation Agreement
Colocation Services:	Colocation Services as described in the Colocation Agreement
DDF:	Digital Distribution Frame
Electronic communication services:	Cf. the Act, article 2, 5°
Demarcation Point:	The physical point where <a href="#">ProximusBelgacom</a> mobile's Network and the Operator's Network are interconnected. The Demarcation Point is the boundary between the <a href="#">ProximusBelgacom</a> and the Operator domains of responsibility
Interconnect Agreement:	An agreement concluded between <a href="#">ProximusBelgacom</a> and an Operator which describes, in particular, the technical, operational, billing, planning and financial conditions for the Interconnect Services between <a href="#">ProximusBelgacom</a> mobile network and the network of the Operator and the provision of the Interconnection of these two Networks
Interconnect Link Service:	An Interconnect Service necessary for the establishment of an Interconnect Link
Interconnect Link:	A Link between two Access Points located, respectively, in <a href="#">ProximusBelgacom</a> mobile's Network and in the Operator's Network in order to enable the provision of Interconnect Services. An Interconnect Link is composed of

	an integer number of 2 Mbit/s systems (E1's)
Interconnect(ion) Services:	Interconnect(ion) Services described in the present Reference Interconnect Offer
Interconnect(ion):	Cf. the Act, article 2, 19°
Leased Line (Service):	Cf. the Act, article 2,30°
Mobile Numbers on the <a href="#">ProximusBelgacom</a> Network	Mobile Numbers within <a href="#">ProximusBelgacom</a> Mobile Number Ranges that are not ported out and Mobile Numbers belonging to other Mobile Operators Mobile Number ranges that have been ported in <a href="#">ProximusBelgacom</a> Network
Network (Telecommunication):	Cf. the Act, article 2, 48
Operator:	Cf. footnote 1
Party:	Depending on the context, <a href="#">ProximusBelgacom</a> and/or the Operator entering into an Interconnect Agreement
Point of Presence (POP):	Physical interface within the Service Operator's System to which Interconnect Links can be connected
Proximus Public Network Operator:	<a href="#">ProximusBelgacom</a> 's mobile network Moral or physical person that fulfils the conditions required by the Regulatory Framework for electronic communications to provide a public Network
Reference Interconnect Offer:	The present offer for Interconnect Services
Successful Call:	A call for which an answer signal (in the backward direction) has been received in accordance with the applicable international recommendations
System:	The telecommunication infrastructure used by a Service Operator for the provision of public Voice Telephony Services
Mobile Terminating Service:	Interconnect Service offered at a <a href="#">ProximusBelgacom</a> mobile Access Point through which <a href="#">ProximusBelgacom</a> conveys the Calls handed over by the Operator and directed to <a href="#">ProximusBelgacom</a> Mobile numbers on <a href="#">ProximusBelgacom</a> mobile Network from

that Access Point to the End-User concerned

Traffic (Flow):	A set of Calls characterized by the fact that all the Calls which constitute this flow have a same direction (towards or from an Access Point)
Unsuccessful Call:	All calls which have passed through the <u>ProximusBelgacom</u> mobile Access Point and which are not Successful Calls
Voice Telephony Service:	Switched electronic communications conveying voice
Working Day:	Each day except Saturday, Sunday and the national legal holidays in Belgium

To be further completed if needed

## 2. Interconnect Architecture

Interconnection is realized by the linking of two Access Points each of them located in the Networks to be interconnected. The linking of Access Points is implemented by means of an Interconnect Link. The Demarcation Point is located on the Interconnect Link and is the physical point where both Networks are interconnected and represents as such the boundary between the domains of responsibility of PXSBGC and the interconnected Operator.

Proximus Network is composed of 6 Access Points (listed in Annex 1). From this list, the Operator can, subject to what is stated below, choose at least two Access Points at which it wants to interconnect its Network (see remarks concerning availability in Chapters 999 and 101010). From any of these Access Points, the operator can terminate traffic to all Mobile numbers on the Proximus Network.

The sites in the Operator's public Network at which Interconnection to that Network is possible, can also be considered as "Access Points". Where necessary to avoid confusion, a distinction is made in the present Reference Interconnect Offer between "Proximus Access Points" and "Operator Access Points".

Each of the Access Points is fully controlled by the Operator concerned and is implemented as a set of 2 Mbit/s G.703 interfaces situated at a digital distribution frame. A minimum of two E1's per Access Point is required in order to secure an optimal traffic conveyance towards the Proximus Network.

PXSBGC will examine with the Operator the Operator Access Points at which PXSBMB can interconnect its Network.

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### 3. Mobile Terminating Service

#### 3.1 Calls to ProximusBelgacom's Mobile Numbers

The Voice Telephony traffic generated by end-users on the Operator's Network and directed to the Proximus Network is to be conveyed from an Interconnected Operator Access Point to one of the two Proximus Access Points to which the Operator shall be connected. The Mobile Terminating Service for Calls to Mobile numbers on the Proximus Network and the terms and conditions applicable to it are available for Calls handed over by the Operator and terminated by PXSBGC on its Network.

The prices applicable to the Mobile Terminating Service for Calls to Mobile numbers on the Proximus Network which are not ported outside the Proximus Network are indicated in §12.2.

The prices indicated in §12.2 are also applicable to Calls to non-PXSBGC mobile numbers ported to the Proximus Network, which are handed over by the Operator at a Proximus Access Point with a Routing Number providing all the necessary information to route the Calls concerned to their final destination in the Proximus Network. The Routing Number shall only be transmitted for non-PXSBGC numbers and never for PXSBGC number ranges.

The Operator is responsible for the setting of the retail prices and for the invoicing of its end-users for the Calls to Mobile numbers on the Proximus Network.

### 4. Electronic communication services supported by Proximus Interconnect Services

The Electronic communication services supported by Proximus's Interconnect Services depend on the ability of the signalling systems to convey the requested information between the Proximus Network and the Operator's Network and on the ability of each of the two Networks to make those services available.

The conveyance of the following types of Calls through Proximus Access Points will be supported in both directions:

- basic PSTN/ISDN Calls based on speech/3.1 kHz audio bearer service
- basic ISDN Calls based on 64 kbit/s unrestricted bearer service

The proper functioning of the CLIP/CLIR supplementary services depends on the availability of the CLI and the status of the relevant parameters to be transmitted in

the signalling protocol indicating whether or not the CLI may be presented to the called end-user. For Calls generated on the Proximus Network and handed over to the Operator (in the sense of article 68, 23° of the Law) the CLI is always transmitted.

All Operators are required to respect the following minimum principles with respect to the use of the CLI in addition to any other regulatory obligations that may exist. The CLI must always represent the correct number associated with the network termination point of the public network at which the Call was originated. The said number is a number which has been allocated by the competent Authority. All Operators have to comply, to the extent technically possible, with the relevant ITU recommendations and the European Guidelines for Calling Line Identification as issued by the European Telecom Platform (22 January 1999).

## 5. Technical conditions for Proximus Interconnect Services

Each Operator will use the Interconnect Links, for which it is responsible as defined in §6.16.16.1, to implement its signalling links. The signalling links of the Operator will have to be connected to Proximus Access Points.

Each Operator will make available the necessary number of signalling links according to the volume of Traffic for which it is responsible as defined in §6.16.16.1. Under normal circumstances, the maximum allowed signalling traffic per signalling link is 0,3 erlang, unless otherwise agreed upon between both Parties. In case Interconnect Traffic is only conveyed on Interconnect Links for which the Operator is responsible as defined in §6.16.16.1, i.e. there are no Interconnect Links for which ProximusBelgacom is responsible as defined in §6.16.16.1, ProximusBelgacom reserves the right to use the signalling links on the Operator Interconnect Links at no cost.

The signalling protocols usable between the Proximus Network and the Operator's Network are based upon ITU-T SS7 (see technical specifications). The switching equipment of the Operator's Network interconnected with the Proximus Network will have to be able to process all the relevant parameters coming from the Proximus Network and pertaining to the requested Interconnect Services as described in relevant ITU-T standards.

## 6. Interconnect Link Service

### 6.1 Responsibilities for the dimensioning and payment of the Interconnect Links

Each Operator is responsible for the dimensioning and payment of the Interconnect Links required for the conveyance of its own traffic as defined below.

More precisely, an Operator requesting Interconnection with the Proximus Network is responsible for the dimensioning and payment of the Interconnect Links conveying the traffic from the Operator's Network handed over to the Proximus Access Point in order to use PXSBBG Mobile Termination Service.

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The dimensioning of the Interconnect Links for which **PXSBGC** is responsible and which carry non-mature traffic as defined in Planning and Implementation document will take into account the traffic forecasting data provided by the Operator.

As far as the quality of the Terminating Access Services is concerned, **PXSBGC** shall not be responsible for an inadequate dimensioning of the Interconnect Links for whose dimensioning the Operator is responsible.

## **6.2 Implementation of Interconnect Links**

The physical linking between two Networks is based upon the linking of the respective Access Points by means of an Interconnect Link. The Interconnect Link is composed of a number of 2 Mbit/s Links (E1's).

As far as the physical implementation of the Interconnect Links is concerned, **PXSBGC** offers different possibilities which are described in the sections 6.2.1 to 6.2.3 below. For the implementation of the Interconnect Links for whose dimensioning the Operator is responsible, the Operator is free to choose between the different possibilities subject to what is stated in the sections 6.2.1 to 6.2.3

It is up to the Operator to decide upon the manner in which the Interconnect Links, for which dimensioning it is responsible, will be protected from the transmission viewpoint. Symmetrically it will be up to **PXSBGC** to decide upon the manner in which it will secure the Interconnect Links, for which dimensioning it is responsible.

### **6.2.1 ~~PBIC (ProximusBelgacom Internal Cabling)~~**

Co-location at **ProximusBelgacom**, in a building where also the Proximus Access Point is located, is a prerequisite for the implementation of this service.

~~PROXIMUS BELGACOM~~ will install the necessary cabling capacity, as ordered by the Operator to **PROXIMUSBELGACOM**, from the Operator Co-location Area to the Proximus DDF associated with the Proximus Access Point. This is the process of "cabling pre-provisioning" which is independent of the provisioning of switching capacity.

The Operator will then receive a unique codification for every coax pair within the installed cable (4 codifications per cable). This codification will later be used by the Operator switch circuits assignment.

The Operator shall install, operate and maintain all cables and transmission equipments up to its AP in the co-location area of the **ProximusBelgacom** building in which the relevant Proximus AP selected by the Operator is situated.

The Operator is in charge of the administering through appropriate means (such as allocate circuits to specific cables, using the codification principle described below) the transmission capacity from the Co-location Room to the DDF associated with the Proximus Access Point.

The Operator will also administer the usage and the occupancy of transmission capacity between its Co-location Area and the Proximus DDF. It must order additional

transmission capacity before the saturation of the existing cabling taking into account relevant [ProximusBelgacom](#) lead-times.

### 6.2.2 Standard [ProximusBelgacom](#) 2 Mbits Leased Line

The part of the Interconnect Link terminating on the Proximus AP is ordered by the Operator directly to [ProximusBelgacom](#).

### 6.2.3 Proximus Sited connectivity offer

This service consists of an Interconnect link between one of the Proximus Access Point, as presented in annex 1, and the colocation area of the Operator located in the same building.

Colocation at Proximus, in a building where the Proximus Access Point is also located, constitutes a prerequisite for the implementation of this service.

The Interconnect Link is provided by the Operator from its Access Point to the relevant Proximus Colocation. In this case the Operator's transmission equipment is located in the Colocation within the premises of the relevant Proximus Access Point. The Demarcation Point is located at the end of the Proximus Sited cable connecting the Operator's transmission equipment to the Proximus Access Point. The connection of the cable to the equipment of the Operator is the responsibility of the Operator.

The price of the Proximus Sited connectivity offer connecting the transmission equipment of the Operator located in its Colocation Area to the Proximus Access Point at which the Interconnect Services as described in the present Reference Offer can be obtained as indicated in §[12.3.3](#).

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## 7. Colocation

The technical, operational, billing, planning and financial conditions for the Colocation Services provided by [PXSBBG](#) to the Operator are described in the Colocation Agreement concluded between the Operator and [PXSBBG](#) for each [PXSBBG](#) building where Colocation Services are provided to the Operator. The Colocation Agreement and conditions can be provided on Operator's request.

## 8. Quality of Service<sup>6</sup>

The quality and the security of the conveyance by [PXSBBG](#) of the Interconnect traffic is in accordance with the quality [PXSBBG](#) provides for its own traffic.

[PXSBBG](#) confirms that it uses all its reasonable endeavours to avoid problems of congestion but that such problems may still occur on a temporary basis in certain

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<sup>6</sup> This Chapter does not apply to the connectivity services.

points of the Network. Operators which experience congestion for their Interconnect Traffic and conclude after investigations that the cause of the congestion is located in the Proximus Network can contact the appropriate [PXSBBG](#) contact point. On the basis of precise and detailed information provided by the Operator, [PXSBBG](#) will verify whether there is indeed a problem of congestion in the [ProximusBMB](#) Network and will inform the Operator of the time schedule in which it is planned to eliminate the problem of congestion concerned.

In the event that a particular situation is susceptible to disturb temporarily the conveyance of traffic within its Network, [PXSBBG](#) could be constrained to implement traffic regulation in order to limit its effect on the quality of the service provided to its customers as well as to the interconnected Operators. These measures of traffic regulation are applied to [PXSBBG](#) and Operator traffic without discrimination. The Parties shall inform each other about the operational traffic management strategies to protect the quality of service and to alleviate short term overloads due to abnormal traffic patterns or failed facilities.

## 9. Evolution of the interconnect offer

In case [PXSBBG](#) would be in the process of adapting its telecommunication infrastructure, [PXSBBG](#) will inform the Operators about the changes in its infrastructure that have an effect on the Interconnect Services [ProximusBMB](#) offers. In as far as such technical changes are concerned that have a foreseeable impact on the Interconnect Services, [PXSBBG](#) will communicate such information as soon as reasonably practicable and not later than 12 months in advance of the planned changes (except if the change concerned is due to unforeseen circumstances and it therefore does not allow [PXSBBG](#) to respect the above mentioned period).

## 10. Organized planning for Interconnect Services

Interconnect negotiations can only start after the transmission to [PXSBBG](#) of an interconnect negotiation document granted by the competent Authority and covering the type of declaration of Services made by the Operator to the benefit of the present Reference Interconnect Offer. The bringing into service of an Interconnection will be subject to the signature of an Interconnect Agreement with [PXSBBG](#) covering the services to be provided and, in the event of the extension of the services included in an existing Interconnect Agreement, the bringing into service of additional services. Any bringing into service of an additional Interconnect Service is subject to the conclusion of a complete commercial agreement concerning the additional Interconnect Service concerned. The reception by [PXSBBG](#) of the confirmation that the Operator has performed the required service's declaration entitling it to the benefit of the present Reference Interconnect Offer is one of the prerequisites for the conclusion of an Interconnect Agreement.

In order to have an optimized planning of the resources needed for the bringing into service and the subsequent phases of an Interconnection and in order to preserve the

appropriate dimensioning of Proximus Network enabling PXSBGC to handle the interconnect traffic as well as its own traffic in a proper manner, the Operator will have to supply forecasting data for traffic and Capacity according to the procedures, which are described in detail in Planning & Implementation. The information to be communicated to PXSBGC related to the forecasting of the switching and transmission capacity to be delivered to the Operator shall be treated as confidential by PXSBGC and shall only be used for the purpose for which it is transmitted. The PXSBGC unit that receives the information will not communicate it to other units within PXSBGC that are not concerned with the interconnection procedures.

## 11. Financial Guarantees

11.1. In order to guarantee the payment by Operator of the prices due for Interconnect Services provided by PXSBGC, PXSBGC will require financial guarantees from Operator as described hereafter.

These financial guarantees will not be required in the event that Operator has sufficient creditworthiness as evidenced by either of the following alternatives:

- a. Operator has obtained a Graydon rating equal to or above 50 for its debt
- b. Operator has obtained a rating similar to Graydon “50” rating, provided that (i) such rating is generally accepted by PXSBGC as being equivalent to Graydon’s and that (ii) such rating is generally reviewed and updated on a regular basis.

In the event that, in the course of the Interconnect Agreement, Operator would lose the above described creditworthiness (either through the loss of “Graydon 50” credit rating or similar, or upon the occurrence of any default or delay of payment or of any particular circumstances as defined here above), Operator will have to provide PXSBGC with a financial guarantee as defined in the present chapter within 5 Working Days from PXSBGC’s request thereto.

11.2. The financial guarantees requested by PXSBGC in accordance with the above are either of the following (at the choice of Operator):

- a. Irrevocable and unconditional parent corporation guarantee for the debts incurred by Operator in the application of the Interconnect Agreement, provided that such parent company is issued by a company that has sufficient creditworthiness as defined in article 11.1 above. In the event that, in the course of the Interconnect Agreement, the Parent Company would lose the above described creditworthiness (e.g. through the loss of “Graydon 50” credit rating or similar), Operator will provide PXSBGC with a pre-payment or with another financial guarantee as described in the present chapter within 5 working days of the request of PXSBGC.

- b. Deposit on an escrow account with a reputable bank or financial institution established in the EU. The amount of that deposit will be equal to an estimate of three months of net amount due by Operator after netting of invoices for Interconnect Services issued by both Parties, provided a Netting Agreement is signed between the Parties. If no Netting Agreement is signed, the amount of the deposit will be equal to an estimate of three months of PXSBGC's invoices for Interconnect Services. Based on the actual traffic exchanged between the Parties, Operator and PXSBGC will have the right to require an adaptation of the amount of the deposit every six months. In case of default by Operator to pay sums due under the Interconnect Agreement, the sums deposited on the escrow account will accrue to PXSBGC. The interests accrued on the escrow account will be payable to Operator. In the event the sums deposited are accrued to PXSBGC, Operator will provide PXSBGC with a pre-payment or with another financial guarantee as defined in the present chapter within 5 working days of the request of PXSBGC.
- c. Monthly prepayment based on the average of the monthly net amount due by Operator after netting of invoices during three months of Interconnect Services provided a Netting Agreement has been signed between the Parties. In case no Netting Agreement has been signed between the Parties, the amount of the prepayment shall be based on the average of the invoices for Interconnect Services issued by PXSBGC during three months. The amount of the prepayment shall be reviewed every three months. Terms and Conditions of the prepayment will be as provided in Annex 2;
- d. Irrevocable and unconditional bank guarantee on first demand issued by a reputable bank or financial institution established in the EU. That bank guarantee will be issued for a minimum period of three years and for an amount equal to an estimate of three months of net amount due by Operator after netting of invoices for Interconnect Services issued by both Parties, provided a Netting Agreement is signed between the Parties. If no Netting Agreement is signed, the amount of the bank guarantee will be equal to an estimate of three months of PXSBGC Interconnect invoices. Based on the actual traffic exchanged between the Parties, Operator and PXSBGC will have the right to require an adaptation of the amount of the bank guarantee every six months. Upon the expiration of the bank guarantee or after Operator has called upon the bank guarantee, Operator shall provide PXSBGC with a pre-payment or with another financial guarantee as defined in the present chapter, within 5 working days of the request thereto from PXSBGC.
- e. Any other proposal submitted by Operator, provided that PXSBGC accepts it.

11.3. In case Operator does not fulfill at least one of the conditions described in article 11.1 and Operator fails to provide PXSBGC with a financial guarantee as described in article 11.2a (parent company guarantee), 11.2b (deposit on an escrow account), 11.2d (bank guarantee) or 11.2e (other proposal approved by ProximusBMB), PXSBGC will send monthly prepayment invoices to Operator.

11.4. In case Operator is in the process of establishing a new Interconnection with ~~PXSBGC~~, the amount of the financial guarantee will be calculated on the basis of the traffic forecasts provided by the Operator for the coming three months after the Bringing Into Service of the interconnection. In this case, the first review of the guaranteed amount will occur after the first three months and adapted accordingly.

## 12. Pricing for Proximus Services

All prices indicated below are expressed in Euro or eurocent and are exclusive of any taxes<sup>7</sup>.

### 12.1 Access to an Access Point

Installation fee per 2 Mbit/s system: 343,84 EUR

Rental fees:

Monthly fee per 2 Mbit/s system: 132,06 EUR

### 12.2 Mobile Terminating Service

As from the 1st January 2016~~2~~, the rate applicable to the delivery of calls originated from Belgium or other EU countries~~a national or international destination~~ to the network of Proximus will be as follows:  
€ 0,0118262 per minute

There is no set-up charge and the above price is applicable during all charging periods (peak/off-peak/weekend).

[The list of EU countries is presented in Annex 3 of the present BMRIO](#)

[The origin of a call is determined based on the country code of the calling party \(the so-called A number\).](#)

[Therefore, a call is considered as from EU origin if the country code of the calling party falls in the list provided in Annex 3.](#)

### 12.3 Interconnect Link Service

#### 12.3.1 ~~PBIC (ProximusBelgacom~~ Internal Cabling)

The operator orders, pays and manages the Leased Lines related to the Interconnect links it is responsible to its Leased Line provider.

Moreover ~~ProximusBelgacom~~ will invoice the ~~ProximusBelgacom~~ Internal Cabling.

<sup>7</sup> The compensation for test links is not included in the prices mentioned in Chapter 12.

### 12.3.2 Standard ProximusBelgacom 2 Mbits Leased Line

The operator orders, pays and manages the Leased Lines related to the Interconnect links it is responsible to ProximusBelgacom.

### 12.3.3 Proximus sited Interconnect Link

Such service consists of an Interconnect link between one of the Proximus Access Point as presented in annex 1 towards the colocation area of the Operator located in the same building. The price for this Proximus-sited Interconnect Link can be obtained upon request and shall be delivered within 20 working days upon receipt of the Operator's request.

## 12.4 Implementation and Maintenance Fees

If PXSBGC provides to the Operator Interconnect Services under the present Reference Interconnect Offer, without the Operator providing interconnect services to PXSBGC allowing PXSBGC to directly send the Operator terminated traffic over the direct Interconnect Link, PXSBGC will charge the Operator an Implementation fee for the costs related with the set up of the agreement, including testing and implementation of the interconnect links. In addition, for the management of a unilateral interconnection PXSBGC will charge a yearly maintenance fee corresponding to PXSBGC's cost for managing such unilateral interconnection. The charges are the following:

Implementation fee: € 41.377,80 (one-time fee)  
Maintenance fee: € 21.955,96 (recurrent fee/year)

### 13. ANNEX 1: List of the Proximus Mobile Access Points

R4 Access points		
Site	Operational name	Address
Paille	STR	Rue Lebeau, 2, 1000 Brussels
Berchem	BKC	Karel Coggestraat, 2, 2600 Berchem
Gent	GEN	Bennesteeg 14, 9000 Gent
Liège	LGE	Rue de la Sirène, 7, 4000 Liège
Gilly	GIL	Sentier de la Limite, 80, 6060 Gilly
Marais	MAR	Rue du Marais, 74, 1000 Brussels

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#### 14. ANNEX 2 : Prepayment terms and Conditions

1. In order to guarantee the payment of the sums due by **\*\*\*Operator\*\*\*** to **PROXIMUSBELGACOM** for the provision of Interconnect Services, and in accordance with the article 5.4 of the Interconnect Agreement, the Parties agree on the following prepayment procedure.
2. The provisions of the Standard Interconnection Agreement and in particular Section 5.3 “Billing & Payment principles” and Annex E “Billing & Accounting” document remain applicable except for what is stated hereafter.
3. **PROXIMUSBELGACOM** will open a specific bank account (current account, hereafter referred to as the “Prepayment Bank Account”) at **\*\*\*BANK NAME\*\*\*** with number **\*\*\*ACCOUNT NUMBER\*\*\***. The Parties recognize that **PROXIMUSBELGACOM** is the unique owner and manager of the Prepayment Bank Account. **PROXIMUSBELGACOM** will require **\*\*\*BANK\*\*\*** to send a copy of the extracts related to the Prepayment Bank Account to **\*\*\*Operator\*\*\***.
4. The Prepayment Bank Account shall be strictly dedicated to the prepayment, and final payment as the case may be, of invoices for Interconnect Services provided by **PROXIMUSBELGACOM** to **\*\*\*Operator\*\*\***. **\*\*\*Operator\*\*\*** agrees to pay the sums due for the Interconnect Services on the Prepayment Bank Account. All interests generated by the above mentioned Prepayment Bank Account shall accrue to **\*\*\*Operator\*\*\***, every **\*\*\*frequency** decided by **\*\*\*BANK\*\*\*** **\*\*\*** months.
5. **PROXIMUSBELGACOM** will issue on a monthly basis a pre-invoice within the first five business day after the starting of the month preceding the considered traffic month.

In the event that Interconnect Services have been opened for more than three months at the date of signature of these Prepayment Terms and Conditions, the first pre-invoice shall be based on the average of the invoices for Interconnect Services issued by **PROXIMUSBELGACOM** during the three months preceding the signature of these prepayment Terms and Conditions.

In the other cases, the first pre-invoice shall be based on the valuation of the average of the invoices for Interconnect Services to be issued by **PROXIMUSBELGACOM** within the first three months of services.

6. The amount of the pre-invoice shall be reviewed on a quarterly basis, i.e. increased or lowered as the case may be, based on the average of the amounts due by **\*\*\*Operator\*\*\*** for the services provided under the Interconnect Agreement during the previous quarter.
7. **\*\*\*Operator\*\*\*** agrees to pay the amount of the pre-invoice on the Prepayment Bank Account at the latest the 10th business day as from the date of the pre-invoice.

8. Within 15 calendar days after the end of a traffic period (i.e. a calendar month) for which prepayment has been done, [PROXIMUSBELGACOM](#) shall issue a credit note for an amount equal to the pre-invoice for this traffic period, together with the final invoice for this traffic period. This procedure shall apply in any case, i.e. be the prepayment higher or lower than the amount of the final invoice.
9. If for a specific month the amount of the prepayment is higher than the amount of the final invoice, [PROXIMUSBELGACOM](#) will reimburse the difference to **\*\*\*Operator\*\*\*** on the final invoice Due Date at the latest. [PROXIMUSBELGACOM](#) will levy the amount of the final invoice from the Prepayment Bank Account on the 15th calendar day following the final invoice date (i.e. on the final invoice Due Date).
10. If for a specific month the amount of the prepayment is lower than the amount of the final invoice, **\*\*\*Operator\*\*\*** will pay the surplus within 15 calendar days following the final invoice date. The Parties agree that the day of payment by **\*\*\*Operator\*\*\*** of the surplus shall be considered as the day of payment of the final invoice. Therefore, [PROXIMUSBELGACOM](#) will have the right to levy the sums corresponding to the final invoice as from the date of payment of the surplus by **\*\*\*Operator\*\*\***.

If payment of the surplus is not received on the final invoice due date, [PROXIMUSBELGACOM](#) will have the right to levy the prepaid sums and is entitled to the interest on the unpaid balance for late payment and administrative and recovery costs as defined in the Interconnection Agreement.

11. In case **\*\*\*Operator\*\*\*** disagrees with an invoice received from [PROXIMUSBELGACOM](#), the procedure set out in article 6 of Annex E “Billing & Accounting” remains applicable.
12. Without prejudice to other legal or contractual remedies and notwithstanding anything to the contrary in the interconnect Agreement, in the event that Operator fails to pay on due time any amount due under the present Prepayment Terms and Conditions, [PROXIMUSBELGACOM](#) shall be entitled to execute the following alternatives, until full payment is made:
  - suspension of the Interconnect Services in accordance with the article 9.3.2 of the Interconnect Agreement, with prior approval of BIPT
  - refusal in writing of any new capacity order, subject to prior approval of BIPT;
  - refusal in writing of any new other Interconnect Service.

### Annex 3 : List of EU countries

<u>Country code</u>	<u>EU Country</u>
+43	Austria
+32	Belgium
+359	Bulgaria
+385	Croatia
+357	Cyprus
+420	Czech Republic
+45	Denmark
+372	Estonia
+358	Finland
+33	France
+49	Germany
+30	Greece
+36	Hungary
+353	Ireland
+39	Italy
+371	Latvia
+370	Lithuania
+352	Luxembourg
+356	Malta
+31	Netherlands
+48	Poland
+351	Portugal
+40	Romania
+421	Slovakia
+386	Slovenia
+34	Spain
+46	Sweden
+44	United Kingdom

### ~~ANNEX 3:~~ Contact Point

Address ~~ProximusBelgacom:~~  
Carrier & Wholesale Solutions  
27, Bd. du Roi Albert II  
1030 Brussels

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