



Proximus Reference ULL Offer

Raw Copper & Shared Pair Services

Annex D 1 Billing and Accounting document

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Our reference: MSO & Servicing version

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1. Preliminary

- 1 Parties are defined in the present document as Proximus, a telecommunication operator in Belgium, and Beneficiary, an undertaking authorized to practice the activities covered by this agreement under the Belgian regulatory framework.
- 2 The Proximus billing process is based on a number of steps in which the two Parties have specific responsibilities. In order to implement this process, both Parties need to put in place (a) system(s) that will be used for the purposes of accounting and billing.
- 3 For each ULL product, Proximus will invoice Beneficiary accordingly.
- 4 Proximus shall record, store and process the Billing Data in accordance with Section 2 of this Document.
- 5 The "Billing Data" is the data that is necessary to ascertain the charges payable by Beneficiary under the General Terms and Conditions. The Billing Data is recorded via the Billing System as described in Section 2 of this Document.
- 6 All information related to the Billing procedures between Proximus and Beneficiary is covered by the obligation of confidentiality set out in the General Terms and Conditions. Specifically, such information will be kept strictly confidential by the Parties and will only be used for the purposes of accounting and invoicing between the Parties and will only be disclosed between the Parties, or as legally required or in the framework of formal dispute procedures. Proximus will be under no obligation to provide to Beneficiary direct access to its Billing system nor to any other system or facility generating the Billing Data.
- 7 Proximus reserves the right to modify the layout and the presentation of the invoice to Beneficiaries.

2. Recording and storage of Billing Data

- 8 For each service chargeable under the General Terms and Conditions, Proximus shall record via its Billing System at least the following Billing Data:

- Product/service ID;
- Type of request;
- Subscription date;
- End of month of Subscription date;
- Beneficiary ID;
- Account ID.

The general list of Billing Data indicated above is not exhaustive. Pricing is set in the Annex H of this Offer.

- 9 Billing Data shall be stored for 60 days after the due date of the related invoice. In case of a dispute on the Billing Data, Proximus will use all reasonable efforts to keep the storage of the concerned Billing Data. The storage of these detailed Billing Data shall be limited to the disputed amount of Billing Data.

3. Confirmation of charging principles

- 10 All charges payable under the General Terms and Conditions shall be calculated in accordance with the rules set out in the relevant provisions of the General Terms and Conditions and the other Annexes of the Contract.
- 11 For internal purpose, Proximus will use 6 decimals in Euro. The use of decimals is set as follows:

Per line item up to 4 decimals can be used in Euro.

The revenues, VAT and the totals use 2 decimals in Euro.
- 12 All the non-recurring charges will be mentioned in the Invoice of the Billing Period covering the Bringing Into Service Date.
- 13 The recurring charges for the ULL product and services will be mentioned in the Invoice of the Billing Period which encompasses the Bringing Into Service Date. The Charges will be calculated on the proportion of the Billing Period in which the ULL product and services were operational.
- 14 Beneficiary amount of charges will be divided in the groups of one-time fees and recurring fees for the services described in the Price List of this Offer (Annex H).
- 15 For Blocks, associated Cables, Cable Trays and Splitters, the Beneficiary will be requested to pay an upfront fee with the ordering of the equipment and the remaining part of the related cost after the delivery of this equipment.

4. Invoices

- 16 Subject to the specific rules applying to specific types of Services as set out in Annexes B “Service Descriptions” of this Offer, Proximus shall submit to the Beneficiary invoice(s) for the charges under the General Terms and Conditions during the applicable Billing Period.
- 17 For each Billing Period, Proximus shall provide to Beneficiary the Invoice described hereafter. The Invoice will be established in accordance with the following rules:
 - a) Invoice Details: the Invoice will list all the services by product that are provided by Proximus to the Beneficiary, including, but not limited to, the services as described in the ULL Price List of the concerned ULL products.
 - b) The above-mentioned Invoice will be transmitted via ordinary mail to the representatives or departments of Beneficiary as listed in Appendix A Billing Contact persons.
- 18 Any invoice or credit note transmitted by Proximus will contain the following information, in addition to any legally required mentions and information:
 - (i) relevant Billing Period;
 - (ii) total net amount in Euro;
 - (iii) due VAT amount;
 - (iv) total amount due in Euro (including VAT);
 - (v) Due Date.
- 19 Proximus shall use its best endeavors to issue invoices as of the start of the applicable Billing Period. Though, in respect of the development of billing systems by both Parties and the sending of invoices,

Proximus cannot ensure that the invoicing for the products and services provided will be performed without delays. Delays in the production of invoices can occur under these circumstances following notification by the Billing Party. Neither Party may construe any late billing by the other Party as a renunciation to its right to payment of the said bills.

- 20 Notwithstanding the foregoing, if an adjustment is required following a change in the referred Local Loop Unbundling Price List, a pending Dispute (for which the appropriate Dispute resolution mechanisms have been timely activated in accordance with the General Terms and Conditions) or the outcome of commercial negotiations having a retroactive effect, the amount of such adjustment shall be established and Proximus shall issue an invoice or a credit note as the case may be, within 30 days from the date of the relevant adjustment.
- 21 All changes to amounts invoiced in accordance with this Section 4 will be effected through credit notes or additional invoices.

5. Payment

- 22 All charges due by Beneficiary to Proximus under the General Terms and Conditions shall be paid within 30 Calendar Days after issuance of the invoice (the "Due Date").
- 23 If Beneficiary has sent to Proximus a Notice of Dispute related to an amount invoiced by Proximus and if such Dispute has not been resolved by the Due Date the disputed amount may be withheld until the dispute is resolved provided that the remaining balance is payable on the Due Date.
- 24 Credit notes will be set off against any payments due of the next invoice and are refundable when there are no outstanding invoices.
- 25 If payment is not received by Proximus on or before the Due Date, Proximus will be entitled to an interest calculated on the basis of the legal interest rate + 2 percent points on the unpaid balance for late payment interest, administrative and recovery costs. For disputed amounts, this interest is only due if the dispute has been resolved in favour of Proximus.
- 26 Value Added Tax as well as any other applicable taxes, if any, shall be added to all or any part of the charges due under the General Terms and Conditions and shall be paid by the Beneficiary responsible for making such payment.
- 27 Any payments under the General Terms and Conditions will be made in Euro and will be made by bank transfer on the bank accounts mentioned in the Invoice. Payment costs are borne by the Beneficiary. Costs of credit notes are borne by Proximus.

6. Disputes

- 28 The Parties shall use their reasonable endeavors to resolve, pursuant to this Section 6 disputes related to the calculation and settlement of the charges invoiced or to be invoiced pursuant to this Document. Notwithstanding the foregoing, either Party will be allowed to trigger at any time the dispute resolution procedure provided under the main body of the General Terms and Conditions provided that such Party reasonably believes that the Dispute at stake involves aspects of the Parties' rights and obligations broader than the mere calculation and settlement of charges pursuant to this

Document. The fact that a Dispute involves aspects broader than the mere calculation and settlement of charges pursuant to this Document will not release the Disputing Party from its obligation to pay any undisputed amount pursuant to Section 5.

- 29 Any Dispute under this Section 6 will be triggered by a Notice of Dispute sent by registered letter by the Beneficiary to Proximus before the Due Date. Such Notice of Dispute will indicate the disputed amounts as well as a summary of the grounds for the Dispute and the position of the Disputing Party. Any amount invoiced under the General Terms and Conditions will be deemed accepted unless a Notice of Dispute has been sent in accordance with the above.
- 30 Upon receipt of the Notice of Dispute, the Parties shall exchange by ordinary mail any information necessary or useful for solving the Dispute.
- 31 Within 15 Working Days from the date of the Notice of Dispute, Proximus will provide, by registered mail, an answer ("Notice of Reply") to the Beneficiary. If Proximus does not accept some or all the arguments of the Beneficiary, the Notice of Reply will contain a justified reply to the arguments of the Beneficiary. If Proximus accepts all or some arguments of the Beneficiary, Proximus will, together with the Notice of Reply, issue a credit note for the relevant amount.
- 32 If, within 15 Working Days from the receipt of the Notice of Reply, the Beneficiary confirms its position in writing by registered letter, the Parties will escalate the Dispute within their respective organization. If the Beneficiary fails to confirm its position within 15 Working Days, from the date of the Notice of Reply, any outstanding amounts will be paid promptly and without delay and the Dispute will be deemed settled.
- 33 If the Parties have been unable to settle the Dispute as provided under the foregoing provisions, they will refer the matter to the Quality Team Meeting, which, if deemed necessary by either Party, will be organized for this specific purpose. If after such meeting, the Dispute remains, the Parties will follow such additional steps in the escalation procedure as provided in the main body of the General Terms and Conditions, or, if requested by either Party, the Dispute will be submitted to a certified accountant to be either jointly appointed by the Parties, or, failing agreement between the Parties in this respect, to be appointed by "Belgisch Instituut voor Bedrijfsrevisoren" / "Institut Belge des Réviseurs d'Enterprise". This certified accountant will investigate and determine a solution for the Dispute, acting as an expert and not as an arbitrator. Unless there is evidence of a manifest error, the decision of the certified accountant will be final in respect of those elements covered by the Dispute referred to him/her and will be binding on the Parties. The Parties will co-operate with this investigation. The costs of the certified accountant will be borne as determined by him/her in proportion to the outcome of the Dispute. Prior to undertaking his/her mission, the certified accountant will provide the Parties with an estimate of the relevant fees and costs. Upon final settlement of the Dispute, any necessary credit note will be issued and any outstanding amount will be paid promptly and without delay.

Appendix A: Billing Contact Persons

The Invoices will be sent to the undermentioned contact persons:

Contact person in Proximus:

Name	
Division	Carrier and Wholesale Solutions
Address	Koning Albert II-laan 27, 1030 Brussels
Tel	+32 2 202
Fax	+32 2 202
Bank Account	

Contact persons Beneficiary:

Name	
Division	
Room	
Address	
Tel	+32
Fax	+32
Bank Account	

Billing address Beneficiary:

Name	
Division	
Room	
Address	
Tel	+32
Fax	+32