



Proximus Reference ULL Offer

## Annex K

# Migrations to BRUO and Bitstream

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## 1. Definition

1. A migration to BRUO or Bitstream is a replacement of an initial service by a BRUO or Bitstream service, either initiated by an End-User request or action or by a Beneficiary request to Proximus to cease an initial solution in order to bring into service a new one, i.e. BRUO or Bitstream. The initial solution may be either a mass market service or corporate solution (e.g. Leased Line, VPN, etc.), a Proximus service or that of another Beneficiary, a BRUO or a Bitstream service of the same or another Beneficiary. The migration includes the coordination by Proximus of the administrative and technical management of the demand targeting a minimal interruption of the service delivered to the End-User.
2. There are three (3) types of migrations:
  - a) the Single Line Migrations
  - b) the Customized Migrations
  - c) the Mass Migrations

### 1.1 General

3. Migrations by which the End-User doesn't change of operator whilst the End-User has a service including Proximus voice will be executed after the Beneficiary has informed the End-User regarding the consequences of the performance of the migration service. Proximus will, at all times, be allowed to request a copy of the Letter of Information sent out to a specific End-User in case of End-User complaint. If requested by Proximus, the Beneficiary will forward such copy to Proximus within three (3) working days. A template of the Letter of Information is attached in Appendix a) to the present Annex. The possibility for Proximus to request a Letter of Information is limited to a period of six (6) months starting from the effective migration. When such a migration concerns business/corporate solutions, Proximus advises to handle this type of migration as a Customized Migration.
4. The Beneficiary will be responsible for dealing with claims for damage or penalties issued by the End-User as a result of the migration, including its impact on the performance of the voice service or the interruption of this service. Proximus shall not be held liable for damage resulting from the performance of the migration service and particularly from the interruption of the voice service if any as a consequence of the performance of the migration service requested by the Beneficiary, unless this damage is due to a fault by Proximus. Where applicable, the Beneficiary will indemnify Proximus for damage as a result of the migration, including its impact on the performance of the voice service or the interruption of this service, unless where this damage is due to a fault by Proximus.
5. There are many possible migration scenarios. Proximus will develop standard processes for a specific type of Single Line or Mass Migration under the following conditions:
  - a) There is a significant number of orders per month for this specific scenario, i.e. 250 orders/month over the past 3 months that are currently treated manually or
  - b) Beneficiary provides binding forecasts of a specific Single Line or Mass Migration scenario with a minimum of 250 orders/month over a minimal period of 3 months.
6. Other scenarios will be treated as Customized Migration processes.

7. Once the process has been developed by Proximus for a specific migration scenario, Proximus will maintain this scenario as long as the conditions described above are fulfilled. If not, Proximus reserves the right to adapt its procedures and accordingly, Proximus cannot guarantee that the said processes will be further maintained.
8. In case Proximus needs to develop (or re-develop) a specific migration scenario under the above conditions, Proximus will analyze and undertake such development in the best possible implementation timeframe and in negotiation with the Beneficiaries. In that case, Proximus will inform the market of the planning and updates of the development. The IT developments for a new process will generally take at least 6 months, unless the investigation of the requested development concludes otherwise.
9. For Migrations scenarios for which no specific process is developed, the Beneficiary will send to Proximus a deactivation request for the old service and an activation request for the new service. The Beneficiary is responsible for the coordination of the execution of the deactivation and activation requests.

## 2. Single Line Migrations

### 2.1 Definition

10. Single Line Migrations are migrations ordered by the Beneficiary or initiated by an End-User request in an unplanned way, i.e. without being organized in the framework of a project. Single Line Migrations are thus a direct or indirect result of a demand or action of the End-User. The action of the End-User can be:
  - a) End-User requesting to migrate from the initial service of Beneficiary 1 to a BRUO or Bitstream service of Beneficiary 2. Also called Change Operator.
  - b) End-User requesting to modify its Proximus voice service while the Beneficiary delivers a data service on the same line to the End-User. This will result in a modification of the type of line (e.g. BRUO Shared Pair (With Voice) ⇔ BRUO Raw Copper plus Splitter (i.e. Shared Pair Without Voice), Bitstream ADSL with voice ⇔ Bitstream ADSL without voice). Also called Auto-Change.
  - c) End-User requesting the Beneficiary to convert on a non-project basis an active service into a new service. Also called Migrate when the root product<sup>1</sup> is modified (e.g. BRUO Raw Copper ⇔ Bitstream VDSL2 without voice) or Change when the root product is kept (e.g. Bitstream ADSL with voice ⇔ Bitstream ADSL without voice).

<sup>1</sup> For detailed information on the notion of root product, reference is made to the "Product Modelling User Guide" document stored on the secured part of the Proximus wholesale website.

## 2.2 Scenarios

11. As a general rule, Single Line Migration scenarios from Proximus retail xDSL, Carrier DSL, BRUO or Bitstream services towards BRUO or Bitstream services are supported.
12. Single Line Migrations from ISDNolP, Multiline or any equivalent standalone solution configured on a dedicated access support (without any active Internet service, whether of Proximus or another operator) are, however, not supported: in such cases a Provide without voice order should be submitted by the Beneficiary instead of a Provide Change Operator order.
13. Single Line Migrations with voice, and more generally any Provide-like with voice orders or any modification requests from without voice to with voice, are not supported either when an ISDNolP or a Multiline service (or any equivalent solution) is associated with the voice (PSTN) installation: in such cases a without voice order should be submitted by the Beneficiary instead of a with voice order.

## 2.3 Ordering and implementation

14. There is no difference in the general process for a Single Line Migration order compared to a standard order.
15. The system or customer service checks the orders and in particular whether the following information is correctly communicated:
  - Access line presence / codification number
  - Other checks will be performed in case of a migration from Proximus xDSL retail or wholesale:
    - o An xDSL service must be present on the line
    - o No pending order may be present on the line
    - o etc.
16. If the validation for an order fails, then either a Message for Action will be sent or the order will be discarded.
17. On the booked appointment date, the initial physical situation is ceased and the new one is brought into service.
18. The processes defined in accordance with the above tend to minimize the duration of the interruption of service. The targeted duration of interruption of service is maximum 40 minutes.
19. Proximus will perform all actions of the deactivation process of the initial product. Beneficiary is informed of the migration via the Technically Executed message.
20. Proximus will send to the Beneficiary an Order Closed message once the documentation in the Proximus systems is adapted.
21. The SLA repair conditions start as from the Order Closed message date.

### 3. Customized Migrations

#### 3.1 Definition

22. Customized Migrations are migrations realized in the framework of an Agreement between Proximus and Beneficiary, the execution of which is coordinated by Proximus. In such case, Proximus and Beneficiary will enter into a Project Management Agreement that will define the specific requirements, the planning and the related costs for these Customized Migrations. This agreement will describe several aspects of the project such as the date of realization, the number of migrations to perform over a certain period, the concerned LEXs, the concerned services, the content and use of a migration list and in general all relevant information needed to ensure an optimal realization of the migrations.
23. Customized Migrations are:
- migrations scenarios that cannot be qualified as Single Line Migrations as here-above defined, e.g. migrations that do not result of an End-User request, or
  - complex migrations from an initial corporate solution (e.g. from a Leased Line product), for which it is strongly advised to limit the risk of lengthy interruption of the service and implement working procedures using spare copper pairs when available. The migration will be done by bringing into service a spare copper pair before the deactivation of the existing service, or
  - migrations that do not have the standard criteria of Mass Migrations.

#### 3.2 Ordering of Customized Migrations

24. Customized Migrations are ordered using Project based ordering.
25. Project based ordering is a mechanism to allow the validation of orders against one or more criteria which have been defined upfront and which are documented by Proximus in a reference table. A unique project identifier (**Project ID**) will be assigned by Proximus to a project. This Project ID will have to be used by the Beneficiary in the ordering process to allow the identification of the orders which are linked to a specific predefined project.

##### Project based ordering on Proximus request:

26. Proximus may request a Beneficiary to use a Project ID on the orders which are linked to Proximus network or business transformation projects. Proximus will inform the Beneficiary on the project, define the criteria for the latter and inform the Beneficiary on the Project ID to be used in the orders.

For example, for a Building Outphasing project (on which the "Migration Cost Sharing Principles" as documented on the secured part of the Proximus wholesale website apply), Proximus may create a Project ID to be used by the Beneficiary in the orders that are linked to the Building Outphasing project. Based on the Project ID Proximus will validate the order against the predefined criteria and may for instance provide an automatic credit on the one-time billing fee of the order.

#### Project based ordering on Beneficiary request:

27. Proximus may use the Project based ordering mechanism to support Customized Migrations initiated by the Beneficiary. The request for a Customized Migration project will always have to be sent to the Beneficiary's Proximus Account Manager. When Proximus and the Beneficiary agree on a Project Agreement and Proximus confirms that project based ordering can be applied, the Proximus project manager will create and communicate the unique Project ID towards the Beneficiary. This Project ID will have to be used in the order by the Beneficiary on all orders that are linked to the Customized Migration project.
28. The Project Agreement will contain several Project Agreement Items. These are criteria that will be defined in the project and against which the content of certain fields in the orders will be validated, e.g.:
  - validation of the order action code against the list of action codes defined in the project;
  - validation of the order product portfolio(s) or product(s) against the list of product portfolio(s) or product(s) defined in the project;
  - validation of the wish date of the order against the Project Start and End Date defined in the project;
  - ...
29. The Beneficiary will send towards Proximus an order including the Project ID as communicated in the Project Agreement.
30. An order can only be linked to one Project ID. When the order is received by Proximus several validations will be done to check the content of the order against the criteria that have been defined in the Project Agreement based on the Project ID that has been provided by the Beneficiary in the order.
31. If the validation against one or more criteria would fail the Beneficiary will be notified with a message containing a code and reason. This message can be of the type 'for action' or 'discarded'. The full list of validations and messages can be found in the "MSO User Guide" and the "Message versus action" sheet stored on the secured part of the Proximus wholesale website.

#### Actions on project based orders:

32. Any type of amend or cancel is allowed on project based orders; however it is not possible to add, change or remove the Project ID by means of the amend product request.
33. There is no difference in the general process for a Customized Migration order compared to a standard order.
34. The repair will follow the normal repair process.

## 4. Mass Migrations

### 4.1 Definition

35. Mass Migrations are migrations ordered by the Beneficiary in a planned way and realized in the framework of a standard monthly procedure defined for all the Beneficiaries willing to realize Mass Migrations.
36. There are two categories of Mass Migrations:

- a) *Physical Migration*: intervention by a technician needed on the DSLAM and/or in the local network;
- b) *Virtual Migration*: no intervention by a technician needed on the DSLAM nor in the local network.

37. Mass Migrations require a binding forecast for minimum quantities of 250 lines per month (with the possibility to mix different Mass Migration scenarios). Additionally, Physical Mass Migrations require at least 10 lines in the same LEX (or LDC) at the same time and maximum 40 lines per day.

38. In all other cases, the migrations will be executed as Single Line Migrations or Customized Migrations.

## 4.2 Scenarios

39. The following Mass Migration scenarios are supported:

- a) Mass Virtual Migration from Carrier DSL with voice to Bitstream ADSL with voice
- b) Mass Physical Migration from Carrier DSL with voice to Bitstream ADSL with voice
- c) Mass Physical Migration from Carrier DSL with voice to BRUO Shared Pair
- d) Mass Physical Migration from Carrier DSL without voice to Bitstream ADSL without voice
- e) Mass Physical Migration from Bitstream ADSL with voice to BRUO Shared Pair
- f) Mass Physical Migration from Bitstream ADSL without voice to BRUO Raw Copper
- g) Mass Physical Migration from BRUO Raw Copper plus Splitter (i.e. Shared Pair Without Voice) to BRUO Raw Copper

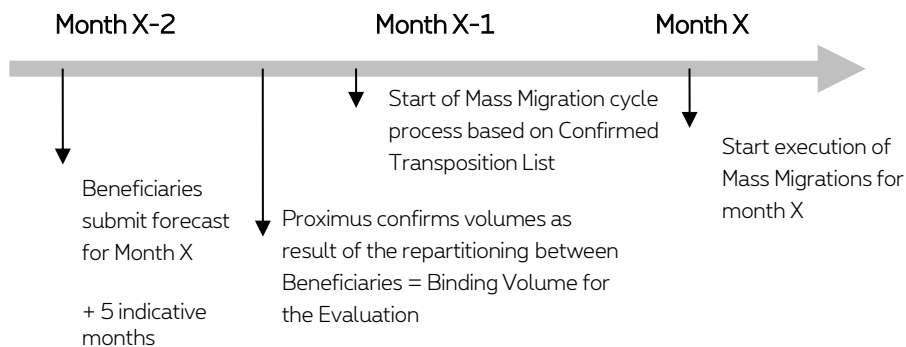
## 4.3 Ordering and implementation

40. This procedure will describe the following phases of the process:

- a) Initiation phase
- b) Forecast phase
- c) Preparation phase
- d) Installation phase
- e) Evaluation phase

41. The format and methods of the Mass Migrations will vary depending on the agreed procedures between Proximus and Beneficiary or depending on the systems and methods used at that moment.





## 4.4 Initiation Phase

42. The request for a Mass Migration is communicated by the Beneficiary to Proximus via their respective SPOCs. On the Proximus side, the SPOC will be the Beneficiary's Account Manager.
43. The Account Manager (AM) collects the basic information about the Mass Migration and the forecast.

## 4.5 Forecast Procedure

44. In the framework of Mass Migrations Proximus requests a rolling forecast of 6 months. The forecast for the first month will be used to confirm, after repartition, the binding volume for that month. The forecast for the five (5) subsequent months is indicative and will be used as input to mid-term planning.
45. The monthly forecast has to be sent to the Beneficiary's Account Manager two (2) months in advance of the month of the effective migrations, i.e. two (2) months before the migrations take place, and this on the first (1<sup>st</sup>) working day of every month.
46. The first month of the rolling forecast must be expressed in number of End-Users and will be detailed per LEX (the Beneficiary submits per LEX but the forecast is only binding for the total of a subarea). The Beneficiary is requested to prioritize its LEXs from high priority to low. For the subsequent months the Beneficiary indicates the Mass Migration volume that he plans by Mass Migration scenario.
47. In order to top up the migration volume, the Beneficiary can give a back-up list of LEXs to migrate to replace some LEXs that for a reason or another cannot be taken into consideration for the migration during that month.
48. In case the Mass Migrations will last several months, only the number of migrations to be executed two (2) months later will be taken into consideration for the repartition rule.

49. Proximus will analyse internally the received forecasts and:
  - a. Compare the work concentration. For example, executing the requests of all Beneficiaries on the same LEX at the same time is not possible;
  - b. Verify the available resources and outsourcing capacities in the subarea;
  - c. Verify the systems and support the Mass Migration volumes;
  - d. Apply the repartition rule of the Mass Migrations capacity between the Beneficiaries.
50. Within 1 week after the forecast intake date, in case of overbooking of the available Mass Migrations volume, Proximus will communicate the result of the repartition by confirming the maximum Mass Migration volumes to each Beneficiary.
51. The confirmed volume after repartition will be considered as the binding forecast volume of the first forecasted month.

## 4.6 Preparation Phase

52. Representatives from Proximus and from the Beneficiary set up the Transposition List, also called the migration list, as well as the planning.
53. Within 3 weeks after the forecast intake date, based on the analyses, Proximus will communicate the Initial Transposition List with all End-User lines details needed to perform the migrations in the form of a template and will commit to execute the communicated volume.
54. Beneficiary analyses, adapts and completes the Initial Transposition List in order to deliver a Confirmed Transposition List to Proximus for execution.
55. If a specific LEX that is part of the Mass Migrations of a specific month can only be migrated for a part, while the Beneficiary requested to do this in one month (when physically feasible), the Beneficiary may, without any consequences, request to replace the Mass Migrations for this specific LEX by the Mass Migrations of one of the Beneficiary's back-up LEXs. This has to be done within one week after Proximus confirms the volumes of that month.
56. A final Go/No Go for execution is given by the Beneficiary at the end of the Preparation Phase, which gives the last opportunity to change the Transposition List.

## 4.7 Installation Phase

57. There is no roll-back, nor amend or cancel possibilities as soon as the installation phase is started.

- 58. The initial physical situation is suppressed and the new one is realized.
- 59. Proximus will establish processes to minimize the interruption duration. The targeted duration of interruption of service is 40 minutes.
- 60. Proximus will perform all actions of the deactivation process of the initial product.
- 61. Proximus will send to the Beneficiary an Order Closed message once the documentation in the Proximus systems is adapted.
- 62. The Beneficiary is informed line per line that the migration is done by means of a Technically Executed message.
- 63. The SLA repair conditions start as from the Order Closed message date.

## 4.8 Evaluation Phase

- 64. The volume that Proximus confirmed after the market repartition versus the realized Mass Migrations will be used as the reference to see if the commitment was met.
- 65. On the Confirmed Transposition List of the Beneficiary, a negative deviation of 15% per subarea on the confirmed forecast (with a maximum of 400 lines per subarea) is allowed per Beneficiary.
- 66. Positive deviations are always allowed, i.e. in case Proximus and Beneficiary agree to perform more lines than initially forecasted by the Beneficiary. These migrations are executed on a best effort mode.
- 67. Mass Migration fees<sup>2</sup> are due in case of non respect of the binding forecast while Proximus could not reallocate the resources; this means that if Proximus can re-allocate, there is no fee due, even when the binding forecast was not respected. The re-allocation is applicable for all services when similar actions can be executed by the Proximus personnel without additional training.
- 68. In case the Mass Migration process is stopped by the Beneficiary, because the Beneficiary cannot provision customers due to Proximus, the Mass Migration fee is not applicable.

<sup>2</sup> See BRUO, Annex "Pricing and Compensations" or Bitstream, Annex "Pricing, Compensations and Billing".

## 5. Migrations Repartition Rules

69. The Migrations Repartition Rules are defined in order to aim for a transparent repartition of the available Migrations capacity of Proximus between the requesting Beneficiaries.
70. Since the Single Line Migrations have their own forecast procedure and as they can be considered as part of the day-by-day capacity planning of the business based on End-User requests, they will not be taken into account for the repartition exercise.
71. On the other hand, Customized Migrations and Mass Migrations, being both requested for network optimisation purposes, need to be considered together in the framework of case-by-case planning.
72. That maximum volume of these 'case' migrations per month is calculated fairly based on the market needs and in accordance with the resources available.
73. The sum of the Customized Migrations and the Mass Migrations will be limited to a maximum of 12.000 migrations per month for all Beneficiaries of BRUO and Bitstream. With a maximum of 7.000 Physical Migrations that require a manual handling by Proximus.
74. For Mass Migrations also a nationwide spread of the physical migration capacity must be observed.
75. The maximum volume of Mass Migrations will be determined and definitely fixed at least 2 months before the migrations based on the migration forecasts.
76. Summarized, the repartition rule will follow the following script on a monthly basis:
  - a) Migrations include:
    - a. Mass Migrations
    - b. Customized Migrations
  - b) Maximum 12.000 Migrations / month for all Beneficiaries, from which maximum 7.000 Physical Migrations
  - c) Every Beneficiary has the right to an equal part:  $((12.000)/\# \text{ of Beneficiaries})$
  - d) The capacity not used by a Beneficiary can be used equally by the other Beneficiaries provided their forecasted volume is not yet reached.

## Appendix (a) Letter of Information

Cher Client,

Le [date], une intervention sur votre connexion sera effectuée qui provoquera une interruption de votre service pendant une période que nous veillerons à écourter au maximum.

A l'occasion de cette opération, votre ligne téléphonique sera également affectée pendant un temps que nous espérons aussi court que possible.

Si vous deviez avoir des questions à ce sujet, n'hésitez pas à prendre contact avec notre helpdesk [n° OLO].

Nous vous prions de nous excuser pour l'inconvénient causé et ...

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Geachte Klant,

Op [date], zal een interventie aan uw verbinding uitgevoerd worden, die een tijdelijk service-onderbreking zal teweeg brengen, die wij tot een minimum zullen beperken.

Ter gelegenheid van deze operatie zal uw telefoonaansluiting hier eveneens invloed van ondervinden gedurende een tijdspanne, die wij zo kort mogelijk hopen te houden.

Onze helpdesk staat uiteraard tot uw dienst [n° OLO] voor alle vragen, die u zich in dit verband zou stellen.

Wij verzoeken u ons te willen verontschuldigen voor dit kortstondig ongemak...