



Proximus Reference Offer for Bitstream Access

Covering the technology Fiber GPON

Annex 5: Pricing, Compensations & Billing

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1. Introduction

All prices included in this Price List are expressed in Euro, VAT excluded.

The structure and prices of the below Price List are subject to further adaptations.

In particular, one-time fees are subject to review taking into account that they were set before the roll out of the new and evolving Fiber GPON technology, independently of the real costs.

In any event, rental and one-time fees in this Price List constitute an indivisible whole set of prices.

2. Pricing

2.1 Start-up fee and pre-provisioning infrastructure

2.1.1 Start-up fee

- 1 The start-up fee is charged to Beneficiary, operator, consultant or any other person requiring explanations by Proximus Bitstream specialists (Product, (Pre)-Sales and/or Service Managers) on the offer content. This fee is not charged for negotiation meetings. This fee is due until the first installation of the Beneficiary's VLAN in a LEX (in case of Bitstream Fiber GPON with Shared VLANs) or until the ordering of the first Bitstream Fiber GPON End-User line (in case of Bitstream Fiber GPON with Dedicated VLANs)¹.

Information on Bitstream Fiber GPON	Price
Rate per hour per Proximus person	€102,49

- 2 The above-mentioned price will be adapted in case of a change in the corresponding Bitstream VDSL2 price, meaning that a change in the Bitstream VDSL2 price will be applied mutatis mutandis for Bitstream Fiber GPON as from the entry into force of the new VDSL2 price.

2.1.2 Tariffs applicable for the OLO Access line

2.1.2.1 1 GE and 10 GE Customer-Sited OLO Access Line

- 3 For the tariffs applicable to the Customer-Sited OLO Access Line 1 GE and 10 GE, reference is made to the BROTSOLL Ethernet pricing, namely to the Gigabit Ethernet Single Proximus-Sited².

2.1.2.2 1 GE and 10 GE Proximus-Sited OLO Access Line

- 4 The tariffs applicable to the Proximus-Sited OLO Access Line 1 GE and 10 GE are set out in the following table.

¹ Conditional to the availability of sufficient resources for IT and network implementation, the development of the Bitstream Fiber GPON "Dedicated VLAN" service in the Proximus network and systems is expected to be available with the October 2019 IT release. This timeframe does not contain a commitment of Proximus. The prices related to this new service will be specified in due time.

² The pricing of 10 GE lines will be developed and added to the BROTSOLL Ethernet reference offer once evidence is obtained that a Beneficiary wants to order this service.

Inquiry Fee		112 €
Cable & Cable tray	Installation fee	6,74 € per meter (with a minimum invoice equivalent to 20 meters)
	1 GE Monthly rental	0,17 € per meter + 38,47 € (with a minimum invoice equivalent to 5 meters)
	10 GE Monthly rental	0,17 € per meter + 241,61 € (with a minimum invoice equivalent to 5 meters)
Small Building Works		Case by case if necessary

2.1.2.3 1+1 GE and 10+10 GE / Proximus + Customer-Sited OLO Access Line

- The tariffs applicable to the 1+1 GE and 10+10 GE / Proximus + Customer-Sited OLO Access Line are the sum of the tariffs applicable to the 1 GE or 10 GE Customer-Sited OLO Access Line and of the tariffs applicable to the 1 GE or 10 GE Proximus-Sited OLO Access Line.

2.1.2.4 Multichassis LAG OLO Access Line 1+1 GE and 10+10 GE / Proximus and/or Customer-Sited

- The tariffs applicable to the Multichassis LAG OLO Access Line 1+1 GE or 10+10 GE / Proximus and/or Customer-Sited are the sum of the tariffs applicable to the 1 GE or 10 GE Customer-Sited OLO Access Line and of the tariffs applicable to the 1 GE or 10 GE Proximus-Sited OLO Access Line.
- An additional fee of 204,98 € is due for the Multichassis LAG configuration.
- The migration cost of each VLAN from a standard OAL to a Multichassis LAG OAL is performed with a deactivation followed with an activation for which the applicable fees will be invoiced. The migrations can also be performed with a mass migration script for a fixed one-time fee of 1598,84 €.

2.1.2.5 1 GE and 10 GE Backhaul OLO Access Line

- For the tariffs applicable to the Backhaul OLO Access Line 1 GE and 10 GE, reference is made to the BROTSOLL Ethernet pricing, namely to the BROTSOLL Ethernet Dual Proximus-Sited³.

2.1.2.6 Migration to a 10 GE Access Line Proximus and/or Customer-Sited

- The migration cost of each VLAN from a 1 GE OAL to a 10 GE OAL (and vice versa) is performed with a deactivation followed with an activation for which the applicable fee of 52,08 € will be invoiced. The migrations can also be performed with a mass migration script for a fixed one-time fee of 1.598,84 €.

³ The pricing of 10 GE Backhaul lines will be developed and added to the BROTSOLL Ethernet reference offer once evidence is obtained that a Beneficiary wants to order this service.

2.2 Tariffs applicable for the Ethernet Transport

- 11 The Beneficiary must be connected to at least one Service PoP in each Service Area in which he wants to deliver the Bitstream Fiber GPON service.
- 12 Per Service Quality and per LEX to which the Beneficiary wants to connect End-Users and where Proximus installed an OLT, the Beneficiary must order at Proximus at least one and maximum two Shared VLAN(s) per QoS between the OLT of this LEX and a Service PoP to which the Beneficiary is connected, sited in the same Service Area as the LEX itself.
- 13 For the tariffs applicable to the Ethernet Transport over the Shared VLAN, reference is made to the Bitstream xDSL Ethernet Transport pricing.
- 14 For the interconnection at LEX level (VULA) as described in the Annex 2 "Technical Specifications" of the present reference offer, the pricing will be developed and added to the reference offer once a Beneficiary wants to order this service⁴.
- 15 The current Ethernet transport tariffs do not prevent Proximus from reviewing in good faith discussion with the Beneficiary the Ethernet transport prices related to Bitstream Fiber GPON in function of the future evolution of the Fiber GPON transport needs and usage.

2.3 Tariffs applicable for the End-User line

- 16 The terminology "Provide-like fee" used in this section refers to either the activation fee, the move fee or the migration fee depending on the order action type.

2.3.1 Pre-paving fee

2.3.1.1 Provide Home Termination for SDUs

- 17 This is the fee that the Beneficiary has to pay for the termination of an SDU independently of the service provided on top of the Fiber GPON access, to make it ready for a later activation of a Bitstream Fiber GPON service.

Pre-paving fee	Price
Wholesale Home Termination for an SDU	€74,38

⁴ In case a firm request is received from a Beneficiary, the creation of the Bitstream local access in the Proximus network and systems will be targeted to be executed within a timeframe of 1 year.

2.3.2 Activation fees and other one-time charges

2.3.2.1 Provide with the Installation Method “With Customer Visit splicing included”

- 18 The following fee is applicable for the activation of a Bitstream Fiber GPON service requiring both termination and activation works at End-User premises as defined in the section “With Customer Visit splicing included” of the document “Main Body” of the present reference offer.

Visit activation fee	Price
Service activation including LU Termination & Connection	€79,02

2.3.2.2 Provide with the Installation Method “With Customer Visit”

- 19 The following fee is applicable for the activation of a Bitstream Fiber GPON service requiring activation works at End-User premises as defined in the section “With Customer Visit” of the document “Main Body” of the present reference offer.

Visit activation fee	Price
Service activation including LU Connection	€79,02

- 20 This fee is also applicable when the Beneficiary requests an upgrade of the Installation Method from a “Remote” towards a “With Customer Visit”.

2.3.2.3 Provide with the Installation Method “Remote”

- 21 The following fee is applicable for the remote activation of a Bitstream Fiber GPON service as defined in the section “Remote” of the document “Main Body” of the present reference offer.

Remote activation fee	Price
Remote service activation	€4,64

2.3.2.4 Deactivation of the service

- 22 The following fee is applicable in case the Beneficiary requests to stop an already activated service.

Cease fee	Price
Service deactivation	€4,64

2.3.2.5 Move

- 23 The following fee is applicable in case the Beneficiary requests to move his service to a new installation address. The move fee includes both the activation ("Provide") and the deactivation ("Cease") part of the move.

Move fee	Price
Move of the Bitstream Fiber GPON service from location A to location B	Activation fee + Cease fee

2.3.2.6 Rush order

- 24 When a Rush order ("Rush Amend Due Date") has been requested by the Beneficiary and accepted by Proximus, the Provide-like fee will be doubled.

2.3.2.7 Amend Due Date request

- 25 When a Beneficiary requests to change the appointment date and/or timeslot of a pending GPON order in the provisioning phase (after the TOC message), Proximus will invoice this Beneficiary the following Amend Due Date fees, depending on the timing of the Amend Due Date request.

Amend Due Date fee	Home Termination (without any service activation)	Service Activation (including or not Termination and/or Connection)
Amend Light request: before Due Date -1 (12 pm)	€6,78	
Amend Heavy request: after Due Date -1 (12pm)	Pre-paving fee	Provide-like fee + Cease fee

- 26 In case the Amend Due Date is requested after Due Date – 1 (12 pm), the related Provide-like fee and Cease fee (or the pre-paving fee) will have to be paid by the Beneficiary.
- 27 For an Amend Due Date requested by the Beneficiary by call or e-mail, these same rules will be applied as for an Amend Due Date requested through the MSO (GUI & SOA) interface.
- 28 In cases where the Amend Due Date request is sent after an "Appointment missed by Proximus", the modification of the due date will be free of charge.

2.3.2.8 Amend Product request

- 29 A request by the Beneficiary to change the product options and/or profile of a pending order in the provisioning phase (after the TOC message) will be charged as an Amend Light request. For the specific amount, reference is made to the above section related to the Amend Due Date request.

2.3.2.9 Upgrade Installation Method request

- 30 A request by the Beneficiary to upgrade the minimum Installation Method of a pending order in the provisioning phase (after the TOC message) will be charged as an Amend Light request. For the specific amount, reference is made to the above section related to the Amend Due Date request.

2.3.2.10 Manual TSI request

- 31 When a Beneficiary requests a manual intervention from Proximus to allocate the technical situation (TSI), Proximus will invoice this Beneficiary the following fee.

Manual TSI fee	Price
Per manual TSI request	€21,43

2.3.2.11 Cancel request

- 32 A Cancellation fee will be invoiced when the Beneficiary requests to stop a GPON order in progress. This fee is applicable as soon as a successful “Report Work Orders” message has been sent by Proximus (i.e. before or after the TOC message). Depending on the timing of the Cancel request, the following fees are due.

Cancellation fee	Home Termination (without any service activation)	Service Activation (including or not Termination and/or Connection)
Cancel Light request: before Due Date -1 (12 pm)	€7,20	
Cancel Heavy request: after Due Date -1 (12pm)	Pre-paving fee	Provide-like fee + Cease fee

- 33 In case the cancellation is requested after Due Date – 1 (12 pm), the related Provide-like fee and Cease fee (or the pre-paving fee) will have to be paid by the Beneficiary.
- 34 For a Cancel requested by the Beneficiary by call or e-mail, these same rules will be applied as for a Cancel requested through the MSO (GUI & SOA) interface.
- 35 For a Cancel requested by the Beneficiary with a Letter of Authorization (LoA) to stop the takeover of a Bitstream Fiber GPON End-User line by another operator, provided that the LoA is sent by e-mail to Proximus Wholesale at least 1 working day before the execution date of the order and contains the mandatory information (Circuit ID, End-User’s name, End-User’s signature, date of signature), this type of cancel will be performed and charged as a Cancel Light request at € 7,20.

- 36 An auto-cancel generated by an Amend Product after the TOC message or a lack of feedback from the Beneficiary 12 calendar days after the Hold without new due date will be charged as a Cancel Light request at € 7,20.

2.3.2.12 Works on private domain

- 37 Termination works require as pre-requisite that a free duct or an open trench is available on the private domain. If neither a free duct nor an open trench is available on the private domain, Proximus can be asked to also perform this part of the work on condition that the Beneficiary agrees to pay the commercial price for that part of the work performed by Proximus. This price will be determined on a case by case basis provided that the Beneficiary has allowed the cost estimation as input in the order entry process. The realization of the quotation will be invoiced towards the Beneficiary independently of the acceptance or not of the quotation itself.

LU termination with works on private domain	Price/Quotation
Quotation realization	€68,59/hour
Quotation	Case by case (can be accepted or not)

- 38 Termination works and additional works on private domain in FTTB zones always require a site survey and the creation of a cost estimate.

2.3.2.13 Improved SLA (ISLA) for repair

- 39 The ISLA set-up fee is the one-time fee due for the configuration of the systems and resources. This ISLA set-up fee is to be paid one time only, for the first Improved SLA Repair being BRUO or Bitstream provided that they are requested at the same time.

	One-time fee
ISLA set-up fee	€2.000,47

- 40 The ISLA configuration fee is the one-time fee due per line for the activation of the ISLA in case of a new line or for any change of the SLA, whether from the Basic SLA to the ISLA product option (or reverse) or from the Premium ISLA choice to the Enhanced ISLA choice (or reverse) in case of an existing line.

	One-time fee
ISLA configuration fee	€8,23

- 41 The monthly recurring fee per line on which an ISLA for repair has been activated depends on the choice for the Improved SLA product option. This fee will be added to the monthly rental fee of the service.

Improved SLA product option	Monthly ISLA Repair recurring fee
ISLA Premium	€12,00

ISLA Enhanced	€6,00
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2.3.3 Migration fees

42 This section only refers to the migrations towards a Bitstream Fiber GPON service and the associated migration fees. Reference is made to the above one-time fees for any additional service (such as rush order, Cancel/Amend, ...) delivered in the context of the said migrations.

2.3.3.1 Single Line Migration fees

43 The Single Line Migration fees include both the activation and the deactivation part of the migration and will be entirely invoiced to the Party requesting the migration.

44 These fees are applicable in the following cases:

- a. **Change Operator:** transfer of a line from Beneficiary 1 (Proximus included) to Beneficiary 2. The fee is invoiced to the Party requesting the change of operator (i.e. Beneficiary 2).
- b. **Migrate or Change:** product modification from any product to a Bitstream Fiber GPON product (including the modification of some technical parameters within the same product). The line remains in the ownership of the Beneficiary. The fee is invoiced to the Party requesting the product modification.
- c. **A combination of a. and b.**

2.3.3.1.1 Change of the Service Quality configuration

45 The following fee is applicable as a result of the fulfilment of a change order aiming at modifying the Service Quality configuration (p-bit) on an Bitstream Fiber GPON End-User line.

Service Quality configuration fee	Price
Bitstream Fiber GPON End-User line with Shared VLANs	€14,32

2.3.3.1.2 Change of the Access Type

46 The following fee is applicable in case the Beneficiary requests to change the Access Type of a Bitstream Fiber GPON End-User line.

Access Type modification fee	Price
Per modified Access Type	€3,21

2.3.3.13 Other scenarios of migration to Bitstream Fiber GPON with Shared VLANs (Change Operator and Migrate)

47 The following tariff is applicable to the Beneficiary requesting a migration in accordance with the scenarios of migration to Bitstream Fiber GPON Shared VLAN presented in the following table.

Migration fee per line	Price
Change Operator and/or Migrate to Bitstream Fiber GPON with Shared VLANs	€79,02

48 For scenarios other than specified above, the provisioning will be realized in two steps: the first will be the deactivation of the previous situation and the second one the activation of the new situation. Therefore a cease fee will be billed to the Beneficiary of the previous situation and an activation fee will be billed to the Beneficiary of the new service. In case of a product modification within the installed base of a Beneficiary, the same Beneficiary will be billed the cease fee and the activation fee.

2.3.3.2 Customized Migration fees

49 Because of the specific character of the Customized Migration, the pricing will be proposed on a case-by-case basis.

2.3.4 Monthly Rental of an End-User line

50 The Beneficiary has to pay the following monthly rental fee for every activated End-User line.

Access Type	Type 1	Type 2	Boosted Type2	Type 3	Type 4
Monthly Rental	€23,00	€28,00	€42,40	€62,00	€69,00

2.4 Information retrieval and databases

2.4.1 MSO Pre-Checks

- 51 The Beneficiary will be invoiced the following amount per request done using the MSO Pre-Checks functionality (either via the GUI or the SOA interface).

MSO Pre-Check	Price
Pre-Checks results (per request done)	€0,00

2.4.2 e-Troubleshooting

- 52 The Beneficiary will be invoiced the following amount per request done using the e-Troubleshooting Portal or SOA interface.

e-Troubleshooting	Price
Pre-Trouble Shooting and Line Test/Diagnosis results (per request done)	€0,00

3. Compensations

3.1 Due by Proximus

3.1.1 Repair End-User line Timer Escalations (Improved SLA)

- 53 This compensation is applicable as described in the section “Terms and Conditions for Compensations” of the Annex “Improved Service Level Agreement for Repair”.
- 54 If applicable, the Beneficiary will be entitled to a compensation that corresponds to a percentage of the monthly recurring fee per End-User line, depending on the choice for the Improved SLA product option.

Type of repair timer	Compensation applicable to ISLA Premium
< 85% in 4 Clock Hours	50% of the line monthly rental fee per repair case resolved in more than 4 Clock Hours
Between 85% and <95% in 8 Clock Hours	50% of the line monthly rental fee per repair case resolved in more than 8 Clock Hours
Between 95% and <98% in 48 Clock Hours	50% of the line monthly rental fee per repair case resolved in more than 48 Clock Hours

Type of repair timer	Compensation applicable to ISLA Enhanced
< 60% in 5 Working Hours	50% of the line monthly rental fee per repair case resolved in more than 5 Working Hours
Between 60% and <90% in 10 Working Hours	50% of the line monthly rental fee per repair case resolved in more than 10 Working Hours

- 55 Further to the compensation described in the tables above, the Beneficiary will be entitled to a compensation that corresponds to 25% of the monthly rental fee applicable per additional hour for repair cases resolved beyond the Service Level Agreement.
- 56 In case the guaranteed minimum yearly availability of the line is not respected due to a cause that is not external to Proximus, the Beneficiary is entitled to a compensation as described in the table hereunder.

Availability Compensation	
Number of related lines	Compensation
< 100 or < 2 LEX/LDC concerned	€0,00
> 100 and > 1 LEX/LDC concerned	5% of the relevant yearly ISLA rental fee for the lines of Beneficiary subject to ISLA

3.2 Due by the Beneficiary

3.2.1 Useless End-User visits (Provisioning)

- 57 The useless End-User visit fee is due when a Proximus or Partner Technician⁵ performs a useless End-User visit on the appointment date. A useless End-User visit can happen for multiple reasons as described in the section “Terminology” of the Annex “Planning & Operations”.

Useless End-User visit fee	Compensation
Per intervention	€20,59

- 58 In case the reason is “End-User absent after call”, meaning that the Proximus or Partner Technician could reach the End-User before the visit and the End-User asked to not pass by, the following fee will be charged to the Beneficiary.

Aborted End-User visit fee	Compensation
Per intervention	€20,59

- 59 The above-mentioned compensations will be adapted in case of a change in the corresponding Bitstream VDSL2 compensations, meaning that a change in the Bitstream VDSL2 compensations will be applied mutatis mutandis for Bitstream Fiber GPON as from the entry into force of the new VDSL2 compensations.

⁵ Conditional to the availability of sufficient resources for IT and operational implementation, the use of the Installation Methods with the Partner Technician in the Proximus systems is expected to be allowed as from the June 2019 IT release. This timeframe does not contain a commitment of Proximus. The references towards “Partner Technician” in this section should be read in the light of this provision.

3.2.2 Multiple useless interventions (Provisioning)

- 60 When a Proximus or Partner Technician closes a work order for the 3rd time with a combination of any of the reasons as described in the section “Terminology” of the Annex “Planning & Operations”, the cancellation of the order will be automatically done in the Proximus provisioning systems and the cancellation fee “Cancel request before Due Date – 1 (12 pm)” will be charged to the Beneficiary.
- 61 The Beneficiary will be additionally charged in the same way as described in the above section “Useless End-User visits (Provisioning)”.

3.2.3 Useless End-User visits (Repair)

- 62 The useless End-User visit fee is due when a Proximus Technician performs a useless End-User visit on the appointment date. A useless End-User visit can happen for multiple reasons as described in the section “Terminology” of the Annex “Planning & Operations”.
- 63 In case the Proximus Technician is faced with an incident located within the Proximus area of responsibility and solves it during the first field intervention despite the absence of the End-User, Proximus will propose the closure of the repair case.
- If the proposal is accepted by the Beneficiary, the useless End-User visit will not be charged.
 - If the proposal is refused by the Beneficiary and the latter still requests a visit at End-User’s premises (thereby requiring a second field intervention), the first useless End-User visit as well as other possible subsequent useless visits will be charged.
- 64 In case the Proximus Technician is faced with an incident located within the Beneficiary area of responsibility (or in case the Proximus Technician does not find any incident located within the Proximus area of responsibility), all useless visits occurred before the last field intervention leading to the closure of the repair case will be charged. In other words, Proximus will not charge a Wrongful Repair Request and a useless visit for a same field intervention.

Useless End-User visit fee	Compensation
Per intervention	€20,59

- 65 In case the Proximus Technician can reach the End-User before the visit and the End-User asks to not pass by, the following fee will be charged to the Beneficiary.

Aborted End-User visit fee	Compensation
Per intervention	€20,59

- 66 The above-mentioned compensations will be adapted in case of a change in the corresponding Bitstream VDSL2 compensations, meaning that a change in the Bitstream VDSL2 compensations will be applied mutatis mutandis for Bitstream Fiber GPON as from the entry into force of the new VDSL2 compensations.

3.2.4 Wrongful Repair Request

- 67 In case of a Wrongful Repair Request by a Beneficiary, as defined in the section “Wrongful Repair Requests” of the Annex “Planning & Operations”, the following fee will be due by the Beneficiary.

Wrongful Repair Request fee	Compensation
Per intervention	€107,62

- 68 Proximus will charge the Beneficiary with the Wrongful Repair Request fee if the cause of the incident is not attributable to Proximus or a Proximus' Third Party.
- 69 Proximus will provide the Beneficiary with the following information: the repair case number, the date and hour of opening and closing of the repair case, the service identification number as well as the incident location identified at the end of the Proximus' intervention and leading to the conclusion of a Wrongful Repair Request.
- 70 The above-mentioned compensation will be adapted in case of a change in the corresponding Bitstream VDSL2 compensation, meaning that a change in the Bitstream VDSL2 compensation will be applied mutatis mutandis for Bitstream Fiber GPON as from the entry into force of the new VDSL2 compensation.

4. Billing

4.1 Preliminary

- 71 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.
- 72 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.
- 73 For each Bitstream Fiber GPON product, Proximus will invoice the Beneficiary accordingly.
- 74 Proximus shall record, store and process the Billing Data in accordance with the section “Recording and storage of Billing Data” of this document.
- 75 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 the section “Recording and storage of Billing Data” of this document.
- 76 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.
- 77 Proximus reserves the right to modify the layout and the presentation of the invoice to the Beneficiary.

4.2 Recording and storage of Billing Data

- 78 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;
 - Customer ID;
 - Account ID
- 79 The general list of Billing Data indicated above is not exhaustive. Pricing is set in the section “Pricing” of this document.

- 80 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.

4.3 Confirmation of charging principles

- 81 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.
- 82 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.
- 83 All the non-recurring charges will be mentioned in the Invoice of the Billing Period covering the Bringing Into Service Date.
- 84 The recurring charges for the Bitstream Fiber GPON 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 Bitstream Fiber GPON product and services were operational
- 85 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 reference offer (section "Pricing" of this document)

4.4 Invoices

- 86 Subject to the specific rules applying to specific types of billing services as set out in Appendix A, Proximus shall submit to the Beneficiary invoice(s) for the charges under the General Terms and Conditions during the applicable Billing Period.
- 87 For each Billing Period, Proximus shall provide to Beneficiary the Invoice described hereafter. The Invoice will be established in accordance with the following rules:
- Invoice Details: the Invoice will list all the services by product that are provided by Proximus to the Beneficiary.
 - The above-mentioned Invoice will be transmitted via ordinary mail to the representatives or departments of Beneficiary as listed in Appendix B "Billing Contact persons".
- 88 Any invoice or credit note transmitted by Proximus will contain the following information, in addition to any legally required mentions and information:
- relevant Billing Period;
 - total net amount in Euro;
 - due VAT amount;
 - total amount due in Euro (including VAT);
 - Due Date.

- 89 Proximus shall use its best endeavours 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.
- 90 Notwithstanding the foregoing, if an adjustment is required following a change in the referred 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.
- 91 All changes to amounts invoiced in accordance with this section "Invoices" will be effected through credit notes or additional invoices.

4.5 Payment

- 92 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").
- 93 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.
- 94 Credit notes will be set off against any payments due of the next invoice and are refundable when there are no outstanding invoices.
- 95 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. This interest shall accrue from the Due Date until the date of payment in full of the amount to be paid. Such interest shall accrue day by day and shall not be compounded. In the event that a Dispute resolution procedure has been initiated by Proximus as provided by the General Terms and Conditions, this interest shall be limited to the legal interest rate.
- 96 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.
- 97 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.

4.6 Disputes

- 98 The Parties shall use their reasonable endeavours to resolve, pursuant to this section "Disputes" 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 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 the section "Payment".
- 99 Any Dispute under this section "Disputes" 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.
- 100 Upon receipt of the Notice of Dispute, the Parties shall exchange by ordinary mail any information necessary or useful for solving the Dispute.
- 101 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.
- 102 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.
- 103 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 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 parameters

104 The products covered under this billing and accounting document are the Wholesale Home Termination and Bitstream Fiber GPON products.

105 The general list of billing services below is not exhaustive and may be adapted. Prices are set in the section "Pricing" of this document.

106 Tariffs applicable for the End-User line

- One-time fees
 - Provide fees (incl. activation fees)
 - Cease fee
 - Move fee
 - Rush order fee
 - Amend Due Date fee (after the TOC message)
 - Amend Product fee (after the TOC message)
 - Upgrade Intallation Method fee (after the TOC message)
 - Manual TSI fee
 - Cancellation fee
 - Works on private domain (based on a quotation)
 - Improved SLA for Repair fees
 - Migration fees (Change, Change Operator, Migrate and Customized Migrations)
 - Useless End-User visit compensation
 - Wrongful Repair Request compensation
- Monthly recurring fee per End-User line

107 Tariffs applicable for the Ethernet Transport

- One-time fees
 - Fees for the activation/deactivation of VLANs
 - Fee for the change of VLAN Bandwidth
- Monthly recurring fee for the Ethernet Transport

108 Tariffs applicable for the OLO Access Line

- Tariffs applicable for the 1 GE and 10 GE Customer-Sited OLO Access Line
- Tariffs applicable for the 1 GE and 10 GE Proximus-Sited OLO Access Line
- Tariffs applicable for the 1+1 GE and 10+10 GE / Proximus + Customer-Sited OLO Access Line
- Tariffs applicable for the Multichassis LAG OLO Access Line 1+1 GE and 10+10 GE / Proximus and/or Customer-Sited
- Tariffs applicable for the 1 GE and 10 GE Backhaul OLO Access Line
- Tariffs applicable for the migration to a 10 GE Access Line Proximus and/or Customer-Sited

109 Proximus reserves its right to modify the layout and the presentation of its invoice to the Beneficiary.

Appendix B: Billing Contact Persons

The Invoices will be sent to the under-mentioned contact persons:

Contact person in Proximus

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

Contact persons Beneficiary

Name	
Division	
Room	
Address	
Tel	
Fax	
Bank Account	

Billing address Beneficiary

Name	
Division	
Room	
Address	
Tel	
Fax	

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