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**BELGISCH INSTITUUT VOOR POSTDIENSTEN  
EN TELECOMMUNICATIE**

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Kenmerk:

**CONSULTATIE DOOR DE RAAD VAN HET BIPT  
VAN 4 SEPTEMBER 2007  
BETREFFENDE  
HET VOORSTEL VOOR EEN WHOLESALEREFERENTIEAANBOD  
VOOR HUURLIJNEN VAN BELGACOM**

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**Werkwijze voor de raadpleging**

Antwoordtermijn: 08/10/2007  
Ter attentie van: Belgisch Instituut voor postdiensten en  
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**Er wordt gevraagd de antwoorden enkel in elektronische vorm toe te sturen.  
De vertrouwelijke delen moeten daarin duidelijk worden afgebakend.  
Deze raadpleging heeft plaats overeenkomstig artikel 140 van de wet van 13 juni 2005.**

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## HOOFDSTUK 1. RETROACTA

In zijn besluit van 17 januari 2007 betreffende de markten 7, 13 en 14 had het Instituut de uitvoering van een referentieaanbod m.b.t. markt 13 voor afgevend segmenten opgelegd waarin zowel de diensten van het type SDH/PDH als die van het type golflengte begrepen zijn.

De versie die ter consultatie wordt voorgelegd is de vijfde versie van dit ontwerp van referentieaanbieding. Drie versies zijn besproken tijdens vergaderingen tussen het Instituut en Belgacom waarbij rekening is gehouden met de opmerkingen vanwege het Platform in een vergadering met het Instituut om een aantal punten te preciseren inzake de behoeften van de OAO's.

## HOOFDSTUK 2. OPMERKINGEN VAN HET INSTITUUT

Dit aanbod is niet helemaal conform het besluit betreffende markt 13 en vertoont de volgende afwijkingen:

1. De IC-links zijn niet inbegrepen (in de eerste voorgestelde versies waren ze wel inbegrepen) omdat Belgacom van oordeel was dat het uiterst delicaat was om die uit het BRIO te nemen, met name vanuit het standpunt van P&O; Belgacom erkent daarentegen dat de IC-links onder het kostenmodel vallen dat ontwikkeld is voor markt 13. Na uitvoerige uitleg die Belgacom tijdens een vergadering heeft verstrekt, heeft het Instituut die afwijking als redelijk beoordeeld, al zou een gemengde oplossing (technische beschrijving in het nieuwe aanbod, verwijzing in het BRIO naar dat aanbod en behoud van de specifieke P&O in het BRIO) geschikter zijn geweest. Met name de beveiligingsoptie moet beschikbaar zijn voor customer sited IC-links.
2. Belgacom weigert om Partial Circuits van de Ethernet-hiërarchie als Belgacom sited aan te bieden wegens rentabilisering van de gemaakte investeringen voor de customer sited. Het Instituut is niet akkoord en zal de nodige maatregelen nemen.
3. Belgacom weigert de Partial Circuits en Backhaul als mid-span aan te bieden zoals in het geval van BRUO 2006. Het Instituut is niet akkoord en zal de nodige maatregelen nemen.
4. Belgacom neemt geen backhaul PoP to Pop op maar dit is hetzelfde als Customer sited Partial Circuits.
5. Belgacom biedt geen backhaul Fast Ethernet aan voor de problemen met de ontwikkeling van de specifieke interne bekabeling, omdat het van oordeel is dat er geen behoefte is aan een dergelijke backhaul.
6. Backhaul moet worden begrepen als iets wat ook op de ATM-knooppunten van Belgacom kan eindigen; dat aspect ontbreekt in de tekst en moet worden toegevoegd.

## HOOFDSTUK 3. DOEL VAN DE RAADPLEGING

De Raad heeft besloten om een openbare raadpleging te houden over het voorstel van Belgacom. Als bijlage vindt u de voorgestelde tekst. Het Instituut heeft nog niet de gelegenheid gehad om de algemene voorwaarden en de voorwaarden op het gebied van vooruitbetaling te bespreken maar heeft de bedoeling een harmonisatie te bereiken tussen alle referentieaanbiedingen op die gebieden. Dit aanbod omvat slechts het kwalitatieve gedeelte; ook al beschrijft Belgacom tariefstructuren, toch kan het kwantitatieve deel slechts samen met de resultaten van het kostenmodel worden voorgesteld.

Het besluit betreffende markt 13 bepaalt dat het aanbod de technische beschrijvingen moet omvatten. Aangezien die identiek zijn met retailhuurlijnsegmenten, verwijst Belgacom ernaar via de volgende links:

- o de technische specificaties:  
[http://www.belgacom.be/enterprises/en/jsp/dynamic/product.jsp?dcrName=cds\\_leased\\_lines\\_tech&detailPage=cds\\_leased\\_lines\\_tech\\_spec](http://www.belgacom.be/enterprises/en/jsp/dynamic/product.jsp?dcrName=cds_leased_lines_tech&detailPage=cds_leased_lines_tech_spec)
- o de installatievoorschriften:  
[http://www.belgacom.be/enterprises/en/jsp/dynamic/product.jsp?dcrName=cds\\_leased\\_lines\\_tech&detailPage=cds\\_leased\\_lines\\_tech\\_install](http://www.belgacom.be/enterprises/en/jsp/dynamic/product.jsp?dcrName=cds_leased_lines_tech&detailPage=cds_leased_lines_tech_install)

U wordt verzocht uw commentaar te geven op de inhoud van het aanbod, alsook op elk van de zes punten die niet in overeenstemming zijn met het besluit betreffende markt 13 en die in het vorige hoofdstuk zijn toegelicht.

## HOOFDSTUK 4. OVERZENDING VAN DE COMMENTAAR

Belangstellende partijen kunnen hun standpunt hierover uiterlijk op 8 oktober 2007 verzenden naar het e-mailadres [alain.maton@ibpt.be](mailto:alain.maton@ibpt.be). Gelieve duidelijk de vertrouwelijke delen van uw antwoord aan te geven.



**Belgacom**  
**Reference Offer**  
for  
**Terminating Segment**  
**of**  
**Leased Line**

**BROTSoLL**

General Disclaimer :

The content of this present draft offer is submitted by Belgacom under the reserve of the grounds that Belgacom has developed in the framework of the recourse introduced against the decision of BIPT of 17 January 2007. No adverse recognition can be deduced from the communication of the present offer in said framework or in any other framework.

Valid from xxx

This document starts to produce effects as of xx/xx/2007 and until one subsequent Reference Offer is validly published - As from xx/xx/2007 interested Beneficiaries are in a position to make a request for the services covered by the present document.

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## **1. Scope of the document**

The purpose of this document is to define the Belgacom Reference Offer for Terminating Segment of Leased Line (BROTSoLL).

This offer does not support the Interconnect Links as defined in the Belgacom Reference Interconnect Offer.

For practical reasons and legal security, this reference offer does not include the "Interconnect Link" products that remain fully part of the BRIO :

- o *Customer-sited Interconnect*
- o *In-Span Interconnect*
- o *Belgacom-sited Interconnect*
- o *Mid-Span Interconnect*

All Interconnect Link Services stay integrally in the BRIO and are only subject to the different articles defined in the BRIO.

## **2. Abbreviations in the document**

BGC :	Belgacom
PoP :	Point of Presence
Colo :	Colocation as defined in the BRUO

## **3. General Site requirement**

In order to order a service as described hereafter, all end points of any services located outside a Belgacom building have to follow and comply with the Site requirement as described in the annex hereafter.

#### **4. Description**

The present offer will regroup different type of Terminating Segment of Leased Line services.

Those services are called :

Partial Circuit

- o Belgacom Sited
- o Customer Sited

Partial circuit can be only ordered to connect End user location to the Operator network.

Backhaul connection

- o Colo2Colo
- o Colo2PoP

Backhaul connection can be ordered to connect Belgacom location where the Operator is subscribing to the following services :

- o Belgacom Colocation Services
- o Belgacom Reference Unbundling Offer
- o Belgacom Reference Offer Bitsream Access

Both products and are using different interfaces and bandwidths as described in the section hereafter.

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

## **5. Partial Circuit**

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

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

The housing of a Demarcation Point in the context of the Terminating Segment of Leased Line service is available at all Belgacom buildings housing Area Access Points and at all Belgacom Local Exchange buildings, unless in case of technical unfeasibility which will be duly justified by Belgacom to the BIPT. The Partial Circuits offered in the present Reference Interconnect Offer have a maximum length of 20 km (longer Partial Circuits are offered by Belgacom in its Carrier Price List). The length of a Partial Circuit is defined as the straight line distance between the Belgacom local distribution frame of the Local Exchange area where the Demarcation Point is located and the Belgacom local distribution frame at which the Belgacom end-user termination point is directly connected.

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

### **5.1 Partial Circuit – Belgacom sited**

The Terminating Segment of Leased Line service allows the establishment of permanent Leased Lines with a bit rate of 64 kbit/s, n\*64 kbit/s (n=2, 4, 6, 8, 10), 2 Mbit/s and 34 Mbit/s. The interfaces offered at the end-user sites are:

- o for 64 kbit/s Partial Circuits: V.35, V.36/V.11, X.21 (X.24/X.27), G.703 (64 kbit/s) codir
- o for n\*64 kbit/s Partial Circuits: V.35, V.36/V.11, X.21 (X.24/X.27), G.703/G.704 (FE1)
- o for 2 Mbit/s and 34 Mbit/s Partial Circuits: G.703 electrical
- o for STM-1 (VC4) Mbit/s Partial Circuits : G 655/G.707

The same interfaces are offered at the Demarcation Point, except for Belgacom-sited 64 kbit/s and n\*64 kbit/s Partial Circuits for which only a G.703/G.704 2048 kbit/s is offered.

Fractional E1, Multi Fractional E1 are also available to terminate any n\*64 connection.

Fractional STM-1 to terminate n\*64 kb/s, E1s, E3 is also available but is subject to feasibility study and only available in the Belgacom LEX or AGE.

*Network interface Partial Circuit Belgacom sited*

<b>Signal</b>	<b>Interface</b>	<b>Local access</b>
N*64 Kbps	X21,V35 or G703/704	
2 Mbps	G 703/704	Coax
34 Mbps	G 703/704	Coax
155 Mbps	G 655 - SC - 1310 nm SM	Optical fiber

**5.2 Partial Circuit – Customer sited**

The Terminating Segment of Leased Line service allows the establishment of permanent Leased Lines with a bit rate of 64 kbit/s, n\*64 kbit/s (n=2, 4, 6, 8, 10), 2 Mbit/s and 34 Mbit/s. The interfaces offered at the end-user sites are:

- o for 64 kbit/s Partial Circuits: V.35, V.36/V.11, X.21 (X.24/X.27), G.703 (64 kbit/s) codir
- o for n\*64 kbit/s Partial Circuits: V.35, V.36/V.11, X.21 (X.24/X.27), G.703/G.704 (FE1)
- o for 2 Mbit/s and 34 Mbit/s Partial Circuits: G.703 electrical
- o for STM-1 (VC4) Mbit/s Partial Circuits : G 655/G.707

The interfaces are offered at both Demarcation Points (End customer location and Point of Presence of the Operator).

Fractional E1, Multi Fractional E1 are also available to terminate any n\*64 connection.

Fractional STM-1 to terminate n\*64 kb/s, E1s, E3 is also available but is subject to feasibility study and only available in the Main Point of Presence of the Operator.

In case of Partial Circuit Customer sited, Interconnect Service Transport offers also Ethernet bandwidth at following speed : Ethernet (10M), Fast Ethernet (100M), Gigabit Ethernet ( 1 Gbps).

### 5.2.1 Network interface Partial Circuit Customer sited

Signal	Interface	Local access
N*64 Kbps	X21,V35 G703/704	or
2 Mbps	G 703/704	Coax
34 Mbps	G 703/704	Coax
155 Mbps	G 655 - SC - 1310 nm SM	Optical fiber
Ethernet	RJ 15 – Cat 5	Twisted Pair
Fast Ethernet	SC - 1310 nm SM	Optical fiber
Gigabit Ethernet	SC - 1310 nm SM	Optical fiber

### 5.2.2 Other bandwidth requirements

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

### 5.3 **Offer validity :**

The attention is drawn to the fact that Belgacom may withdraw one or more parts of its Partial Circuit offer, subject to a 1 year advance notice period, in case Belgacom at the same time ends the offering of the corresponding retail leased line offer.

### 5.4 **Partial Circuit Pricing Principles**

The prices for the Terminating Segment of Leased Line service are indicated in the CPL here under. The prices for Belgacom-sited Partial Circuits are only applicable in case the Demarcation Point is located in the above mentioned Belgacom buildings located in Antwerpen, Brussel, Charleroi, Gent, Hasselt, Kortrijk, Leuven, Mons, Liège and Namur Belgacom will provide to the Operator at its request all the information needed to allow the Operator to perform the Partial Circuit price calculations by itself. The prices for Belgacom-sited Partial Circuits have to be combined with the prices associated with the colocation of the Operator's transmission equipment inside the Belgacom building. These prices are to be established on the same basis as the principles applicable to Belgacom-sited Interconnect Links. All the principles and conditions applicable to the installation and operation of Belgacom-sited Interconnect Links are also applicable to Belgacom-sited Partial Circuits. The technical, planning and operational conditions applicable to the Terminating Segment of Leased Line service are, where relevant, to be included in the Interconnect Agreement.

A Partial Circuit is put at the disposal of the Operator for a fixed initial contract period of one year. At the end of this period, the contract is tacitly renewed for an unlimited period of time. The one-year term starts on the day following the date on which the Partial Circuit

is put at the disposal of the Operator. The Operator can terminate the contract at any moment, provided that the requested termination date (i.e. the date at which the contract for the Partial Circuit concerned will be terminated and the Partial Circuit concerned will be taken out of service) is at least 15 calendar days later than the day following the receipt of the notification of the cancellation. If the termination date is before the end of the initial one-year contract period, a cancellation fee corresponding to the rental fee for the cancelled Partial Circuit for the period between the termination date and the end of the initial contract period will have to be paid by the Operator.

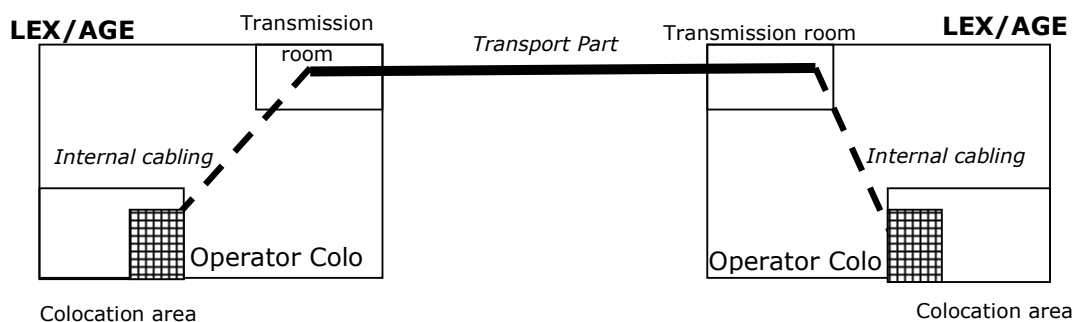
If Operator is ordering more than 25 partial circuits per month, specific forecast process will have to be put in place between the Operator and belgacom. Belgacom will be entitled to charge to the Operator specific project fee to coordinate installation and provisioning of the different partial circuits ordered by the Operator.

## 6. Backhaul Connection

### 6.1 The "Colo to Colo" link

The "Colo to Colo" link service enables the establishment of a service ending on one end in the colocation area of the operator and on the other end in another colocation area of the operator, in two different Belgacom buildings.

The Colocation of the operator may be sited in a LEX or in an AGE.



#### *Service & Bandwidth Available for Colo to Colo*

Leased Lines Type Services

At following speed : 2 Mbps, 34 Mbps, STM-1 (155 Mbps)

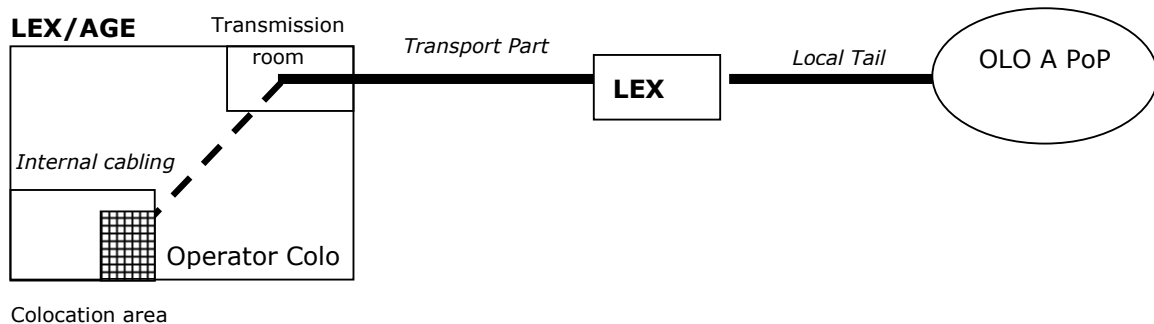
Ethernet Type Services

At following speed : Gigabit per second.

### 6.2 The "Colo to PoP" link

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

The Colocation of the operator may be sited in a LEX or in an AGE.



Service & Bandwidth Available for Colo to Colo

Leased Lines Type Services

At following speed : 2 Mbps, 34 Mbps, STM-1 (155 Mbps)

Ethernet Type Services

At following speed : Gigabit per second

**6.3 Network interface**

<b>Signal</b>	<b>Interface</b>	<b>Local access</b>
2 Mbps	G 703/704	Coax
34 Mbps	G 703/704	Coax
155 Mbps	G 655 - SC - 1310 nm SM	Optical fiber
Gigabit Ethernet	SC - 1310 nm SM	Optical fiber

**6.4 Signal**

2,34,155 follow ITU-T Standardiation G 703/704, G 707, G 655

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

**6.5 Prerequisite**

Colocation is a prerequisite for ordering the present Service.

The specific conditions for Colocation can be found in the frame of the BRUO, more particularly the General Terms and Conditions for Colocation, as these are available on the Belgacom Website.

**6.6 Other bandwidth requirements (STM-4 / STM-16 and 2.5Gbps wavelength)**

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

## **7. Internal cabling for Colo Ending Services**

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

## **8. Implementation**

The implementation will be made in accordance with the technical specifications as defined in this document.

## **9. Connection**

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

The connection of the cable to the equipment of the operator is outside the responsibility of Belgacom.

## **10. Tariff structure**

### **10.1 Colocation costs**

Operator shall pay Belgacom the applicable costs for Colocation as specified in the relevant General Terms and Conditions for Colocation.

### **10.2 Link costs**

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

Installation costs at installation are charged per circuit.

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

### **10.3 Cost of Internal cabling**

The cost of internal cabling between Operator's colocation and the Belgacom Transmission room is not included in the tariffs further specified.

## **11. Service Level Guarantee**

### **11.1 SCOPE OF THE SLA**

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

This SLA shall apply from the date of the installation of the circuit for the term specified in the Order Form signed by Operator.

Internal cabling is excluded from any SLA.

### **11.2 CONTACT PERSONS**

For any questions regarding Terminating Segment of Leased Line Service, Operator may:

- consult Belgacom's Internet site at <http://www.belgacom.be/>
- contact the Account Manager;
- contact the Account Administrator of Belgacom's Customer Service department;

### **11.3 BELGACOM'S OBLIGATIONS**

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

### **11.4 CUSTOMER'S OBLIGATIONS**

#### *11.4.1 General obligations*

Considering that Operator's colocation will be available in the relevant sites, Operator will order a circuit in accordance with the provisioning process described here-under.

#### *11.4.2 Site Access*

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

#### *11.4.3 Cooperation with Third Parties*

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

#### *11.4.4 Integrity of equipment*

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

### **11.5 FORCE MAJEURE**

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

The party prevented from performing its obligations shall promptly notify the other party of the reason and the anticipated duration thereof. That party shall make all reasonable efforts to rectify the situation and resume performance of this SLA as soon as the cause has been removed.

Under this SLA, the term 'force majeure' shall include, without limitation, earthquakes, fire, flood, epidemics, acts of war, strikes (official or not), blockades, uprisings, riots, strikes or other causes beyond the reasonable control of either of the parties. In the event that performance by either party of an essential obligation is hindered or prevented by force majeure for more than 30 days, either party may, after serving notice of 7 days on the other, either suspend the SLA while the force majeure continues to operate, or terminate the SLA without any obligation or liability for the payment of an indemnity.

## **12. PROVISIONING SERVICES**

### **12.1 DEFINITIONS RELATING TO THE INSTALLATION OF THE BELGACOM SERVICE CIRCUITS FOR THIS PROJECT.**

Order Form:	Standard form used to order the SERVICE circuits offered by Belgacom, and which is an integral part of the Agreement.
RFS Date:	Ready For Service date, i.e., the date on which the circuit is ready for use and billed.
Order Registration	Entry in Belgacom's computer system of the order for the provision by Belgacom operators of the services on the circuit.
Order Registration Time:	Time elapsing between the date on which the duly completed and signed Order Form is submitted to Belgacom and the date the order is registered.
Provisioning Time:	Time elapsing between the registration of the order and the RFS date agreed by Belgacom.
RFB:	Ready For Belgacom. A Customer site is RFB once Operator has installed, on private premises, the infrastructure (i.e., cables, electrical and physical environment, space required for the equipment) necessary for the service to be provided to the telecommunications site indicated by Operator and once Operator has confirmed this to Belgacom or has appointed Belgacom to carry out the infrastructure work on the premises.
CRD:	Customer Request Date, i.e., the date requested by Operator for the delivery of the service, as specified on the Order Form.
EMC:	Electromagnetic Compliance.
Property survey:	Survey conducted by Belgacom representatives in the areas surrounding the Sites for the purpose of implementing a connection between Operator's Site and Belgacom's network.
Site Survey:	Visit of site(s) by Belgacom representatives for the purpose of assessing the work required to install the NTE (Network Connectivity Equipment) for the provision of the OMDF interconnection and, in general, of the Service requested by Operator.

## **12.2 PROVISIONING PROCEDURE**

### *12.2.1 Initiating the provisioning procedure*

#### **Filling in the Order Form**

Operator shall use a SERVICE order form to order the services.

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

#### **Order Registration**

The duly completed and signed order form is entered in Belgacom's computer systems on receipt so that Belgacom can proceed to provide the Service. This operation is generally performed within one working day of receipt of the order provided that the order form is properly completed. In other cases, Belgacom will contact Operator, so that the Order Form can, if possible, be completed.

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

### *12.2.2 Feedback to Operator*

- Order Confirmation
 

Once the completed order form has been entered in its computer systems, Belgacom shall confirm receipt of the order form to Operator, along with the code numbers for the new circuit(s), by e-mail or fax. This generally takes place on the same day as the registration of the order. The guaranteed maximum confirmation time is specified in Point 12.3.1.

If possible, Belgacom will provide Operator with the planned circuit RFS date at the same time. Insofar as possible, the planned RFS date will reflect the CRD and the maximum provisioning time.
- Change to the planned RFS date
 

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

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

  - Operator has been unable to agree on a date for the site survey(s);
  - Operator has asked to postpone the site survey(s);
  - Operator has been unable to attend the site survey(s).
  - The site survey(s) has been completed, but Operator has not been able to confirm the site(s) RFB;

- Cable work on the public or private property for which Belgacom needs a work permit must be carried out.
- The following situations can also result in a change in the planned RFS date and prevent Belgacom from setting an RFS date within the guaranteed deadline for additional feedback:
  - Operator confirms that a site is RFB, but this is not actually the case;
  - A site survey has been carried out and Operator has confirmed the site RFB, but only after the agreed date for additional feedback;
  - Belgacom technicians have not been granted access to Operator' site.

*12.2.3 Circuit Installation*

- SERVICE infrastructure in place  
If the SERVICE infrastructure is in place at each site and no other cabling work is required, the circuit can be provided directly.
- SERVICE Infrastructure not in place  
If the SERVICE infrastructure is unavailable on one of the sites, the SERVICE circuit shall not be provided until the required infrastructure has been installed.
- SERVICE Equipment  
If the SERVICE infrastructure is available, Belgacom can install the SERVICE equipment (i.e., the racks to hold the chassis, the chassis themselves, the OMDF and the cabling between the OMDF and the chassis, as well as any other equipment that is necessary to provide the Service, as defined in the Order Form.

*12.2.4 Closing of the order*

Once the order is closed, Belgacom will inform Operator by fax or e-mail that the circuit can be used and will be billed.

**12.3 BELGACOM'S OBLIGATIONS**

*12.3.1 Guaranteed Feedback*

	Initial Feedback
Circuits	2 WD

*Table 1: Guaranteed Feedback*

This time is calculated from the date on which the duly completed order form is received. Additional feedback will also be provided if the initial schedule must be revised.

*12.3.2 Guaranteed Compliance with the RFS Date*

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

Compliance with RFS Date
100%

*Table 2: Guaranteed Compliance with the RFS Date*

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

## **12.4 CUSTOMER'S OBLIGATIONS**

### *12.4.1 Sending the completed order form*

Operator shall provide Belgacom with the information specified in the order form.

### *12.4.2 Provision of the necessary space*

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

### *12.4.3 Electrical and physical environment*

- Electric power supply

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

- Physical environment

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

## **13. REPAIR SERVICES**

### **13.1 DEFINITIONS RELATED TO THE REPAIR OF THE SERVICE CIRCUITS**

#### *13.1.1 Definition of circuit repair terminology*

Trouble Ticket:	File created by front-end helpdesk operator in Belgacom's IT system when Operator reports a problem. This file contains the information already available in the legacy systems, the information provided by Operator and the information added by technicians during the repair process.
Trouble Intake:	Creation of the Trouble Ticket in the IT systems for the restoration of Belgacom's services.
Total Repair Time:	Time needed to restore the service for Operator. The time is calculated between the Trouble Intake and the technical closing of the Trouble Ticket, i.e., the moment the service is operational again.
Stop-Clock Time:	Time lost during repair activities due to causes beyond Belgacom's control, e.g., inability to access certain sites, delayed actions by third parties carrying out work before Belgacom, required line measurements, etc.
Net Repair Time:	Difference between the Total Repair Time and the Stop-Clock Time.
Time before First Action:	Interval between the Operator's report of the disruption and the first action taken by a Belgacom technician to restore this disruption, either via a remote or on-site operation.
Clock Hours:	Target Repair Time expressed in Clock Hours means that the service is available 24 hours per day 7 days per week.
NOC:	Network Operations Center.

#### *13.1.2 Contact numbers for reporting a service disruption*

Operator may report a service disruption to the toll-free number below:

Repairs	
0800 33 100	(French)
0800 22 100	(Dutch)
0800 44 100	(German)
0800 55 100	(English)
+32 70 211 100	Outside Belgium (not toll-free)

*Table 3: Contact numbers*

### 13.1.3 Type of service disruption & stop-clocks

- Type of service disruption

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

Impact on traffic: A service disruption shall be deemed to have an impact on traffic when it necessitates immediate action by Belgacom in order to be restored, i.e., the case of a complete circuit failure.

No impact on traffic: A service disruption shall be deemed not to have any impact on traffic when it does not require immediate action by Belgacom to be repaired, e.g., a recurring disruption, quality deterioration, etc.

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

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

- Stop-clock rules

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

- All possible (remote) tests have been conducted. Operator cannot cooperate due to a lack of staff on site, access to the site is not possible, or several attempts to contact Operator by telephone have failed (see section 13.3 on Customer's obligations.)
- Operator asks for the repair to be postponed.
- Monitoring in two cases:

If, when the Trouble Ticket is opened, Belgacom carries out a complete check of the circuit and does not identify any problem (no alarms, erroneous bits, clock problems; correct signal level, etc.); Operator does not want Belgacom to cut the circuit to conduct tests; Belgacom wants to be absolutely sure that there is or is not a fault in the circuit and shall monitor the circuit with Operator's approval.

Operator's circuit has been repaired and Operator agrees that it functions properly, but suggests that the circuit be monitored in order to fully check its stability.

- If a stop-clock is used, this will be reported in detail in the system, i.e.,
  - reason for stop-clock;
  - action to be taken;
  - timing;
  - name of contact person in Operator's organization who agreed to the stop-clock (unless Operator cannot be contacted via telephone.)

## **13.2 REPAIR PROCEDURE**

### *13.2.1 Launching repair operations*

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

- The circuit management technology used enables proactive detection of service disruptions in SERVICE circuits. The management data is centralized in Belgacom's Network Operations Center. If necessary, Belgacom will itself launch the repair procedure, depending on how serious the problem is.
- When a service disruption is reported by phone by a Customer, the latter shall provide following information to Belgacom's Helpdesk:
  - Allocated code: Code number of the SERVICE circuit
  - Type of disruption: Whether or not the service disruption impacts traffic
  - Description of the problem: Description of the problem and possible conclusions such as:
    - o "circuit out of order since..."
    - o "brief failures of about ... seconds"
    - o "recurring disruption"
    - o "recently installed"
    - o "equipment impacted"
  - Contact for follow-up: Name, telephone and/or fax number, e-mail address of Operator/caller to be informed of the follow-up to the breakdown, during and outside working hours.
  - Contact at Operator Sites: Name, telephone and/or fax number and access procedure for the on-site contacts in Belgium who are available to cooperate with Belgacom to repair the circuit failure, if necessary.

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

### *13.2.2 Feedback to Operator*

With the agreement of Operator, Belgacom's NOC shall telephone the former regularly to inform him of the technical status, reporting details such as:

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

Initial action shall be taken within 30 minutes of notification of the disruption. The initial information shall be provided at regular intervals after the creation of the Trouble Ticket. In the case of service disruptions impacting traffic, additional information shall be provided, as specified in Point 5.3.1. The time is calculated as from the time the Trouble Ticket is registered in Belgacom's system.

If on-site action is required and Belgacom's technicians have not been authorized to enter the Site and therefore to carry out the operations necessary to clear the fault, Belgacom shall notify Operator. This situation shall then be Operator's responsibility, who must take the action necessary

to remedy it. During this time, the repair process shall be put on hold (the stop-clock will be used) until the technicians are able to access the Site.

### 13.2.3 Repair operations

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

- Internal escalation procedure
  - In the event of recurring problems, Belgacom’s operators shall automatically brief their respective managers at specified intervals, in accordance with an internal emergency procedure. The manager concerned shall then take the measures necessary to restore the circuit as soon as possible.
- The different escalation levels are:
 

– CSD Operator: Level 0	T0
– TAC (Technical Assistance Center) Supervisor: Level 1	T0+3h
– TAC (Technical Assistance Center) Manager: Level 2	T0+6h
– ROC (Remote Operations Center) Director: Level 3	T0+12h
–	

### 13.2.4 Closing of the service disruption

The Trouble Ticket may not be closed without the Operator’s consent. Belgacom shall provide the following information to the Operator by telephone:

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

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

## 13.3 BELGACOM’S OBLIGATIONS

### 13.3.1 Guaranteed feedback

Maximum Response Time	Initial information within	Additional information within
30 min.	1 hour	To be agreed with Customer

*Table 4: Feedback to Operator in case of service disruption*

### 13.3.2 Guaranteed Repair Time

- Disruptions impacting traffic

	Guaranteed Repair Time
SERVICE Circuits	5 clock hours

*Table 5: Guaranteed repair Time for disruptions impacting traffic*

- Disruptions not impacting traffic

	Guaranteed Repair Time
SERVICE Circuits	3 WD

*Table 6: Target Repair Time for disruptions not impacting traffic*

- All the above timeframes shall be calculated from the time of the Trouble Intake.
- Please note that the Belgacom Trouble Ticket System shall be the only reference that can be used to determine whether or not the Repair Time has been met.
- The guaranteed Repair Time shall not apply to cases of force majeure.
- The guaranteed maximum repair time shall only apply if the circuit is completely out of order (if the network connectivity equipment, the active route, and possibly the passive route, are out of order.)
- If a secure circuit (with both an active and passive route) becomes less secure (if the active route is out of order), the average time required to remedy the situation is eight hours.

## **13.4 CUSTOMER'S OBLIGATIONS**

### *13.4.1 Contact person*

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

### *13.4.2 Deterioration of service quality*

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

## **14. MAINTENANCE**

### **14.1 DEFINITIONS RELATED TO THE MAINTENANCE OF THE SERVICE CIRCUITS**

Circuit unavailability shall mean the amount of time in the course of the year that the circuit cannot be used because of a disruption attributable to Belgacom. Unavailability is based on the calculation of the Net Repair Time for each Trouble Ticket generated during the year, encompassing solely those Trouble Tickets for which Belgacom is responsible and which result in a complete circuit failure.

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

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

### **14.2 MAINTENANCE PROCEDURE**

#### *14.2.1 Proactive maintenance*

Belgacom performs maintenance operations on an ongoing basis in order to provide Operator better quality of service. Such maintenance operations include:

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

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

#### *14.2.2 Maintenance work planned on Operator's site*

Operator shall inform Belgacom of all the maintenance work that it plans to carry out in its buildings that could affect the availability of the telecommunications services provided by Belgacom. This relates to work on electricity, internal cabling and any work carried out in the telecommunications room that could affect the availability of the telecommunications services provided by Belgacom.

Such information will make it easier to monitor any alarm signals that are displayed on Belgacom's network management platform, and will prevent Belgacom from carrying out unnecessary repair work.

Operator shall comply with the procedure set out below:

For work that has been scheduled:

- Notify Belgacom at the following e-mail address of the planned work five working days in advance: [Planned.Works.NMC.TMON@belgacom.be](mailto:Planned.Works.NMC.TMON@belgacom.be)
- Operator shall provide Belgacom with the following information:
  - the precise location of the planned work to be carried out;
  - the type of work planned;
  - the time and date this planned work will take place;
  - the duration of the planned work;

- the Belgacom equipment concerned (label);
- the contact person and his/her fixed-line or mobile telephone number.
- The TMON service shall send his Customer an acknowledgement of receipt and provide a number for the planned work (PW no.)
- Immediately before the start of the maintenance work and just after the completion, Operator shall call the TMON department at +32 (0)2 246 98 23

#### **Unscheduled work**

- For unscheduled work, Operator shall notify Belgacom by calling:
  - +32 (0)2 246 98 23
- Operator shall provide Belgacom with the following information:
  - the precise location of the work to be carried out;
  - the type of work planned;
  - the time and date this planned work will take place;
  - the duration of this work;
  - the Belgacom equipment concerned (label);
  - the contact person and his/her fixed-line or mobile telephone number.

### **14.3 BELGACOM'S OBLIGATIONS**

#### *Guaranteed availability*

Types	Minimum availability of the SERVICE circuit (yearly basis)
Standard Circuits	99.9%

*Table 7: Minimum availability (on a yearly basis)*

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

## **15. COMPENSATION**

### **15.1 PROVISIONING**

If the RFS date is not complied with for reasons attributable to Belgacom, Operator shall be entitled to the compensation specified in the table below. The monthly subscription charge in the table is that for the SERVICE circuit:

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

*Table 8: Compensation for provisioning delays*

### **15.2 REPAIRS**

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

Net Repair Time	SERVICE circuits
> 5 working hours	10% of the monthly subscription charge
> 8 working hours	15% of the monthly subscription charge
> 12 working hours	20% of the monthly subscription charge
> 24 working hours	25% of the monthly subscription charge
> 48 working hours	30 % of the monthly subscription charge
> 72 working hours	35% of the monthly subscription charge

*Table 9: Compensation for repair*

### **15.3 AVAILABILITY**

If the guaranteed minimum yearly availability of the circuit is not complied with for reasons attributable to Belgacom, Operator shall be entitled to the compensation specified in the table below. The term 'availability' is defined in Section 14.1.

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

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



N.B.:

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

## 16. Securisation option

### 16.1 Executive Summary

This document describes the packages of the different securisation which will be available on the access part of the Terminating Segment of Leased Line.

### 16.2 Standard equipment

- Mechanicals (rack, patch panel, interfaces...)
- Equipment (ADM-1, ADM-4, ADM-16 or VCTS)
- Connection to a fiber loop (if distance <300m)
- Fibre pose on private domain (ext. & int. cabling if distance < 50 meters) and cabling between the rack and the customer's application if those is located in the same room as the rack.

#### **Version +:**

A securisation package called "Version+" is available in option. This package is composed by a 2nd equipment and a secured power supply.

		<b>Standard</b>	<b>Premium</b>	<b>Excellence<sup>1</sup></b>
<b>Standard equipment</b>		X	X	X
<b>2<sup>nd</sup> fiber introduction</b>		-	O	X
<b>Connection type</b>	<b>Shared</b>	X	-	-
	<b>Dedicated D1</b>	-	X	-
	<b>Dedicated D2</b>	-	-	X
<b>Version +</b>		-	O	O
<b>Service</b>	<b>High</b>	X	X	X
	<b>End-to-end</b>	-	-	O

*Table 11: Standard and Optional content of the packages*

X: standard presenting package

O: Optional

If the customer wants effectively a customized installation, the account manager may present this following board:

(i.e.: the customer has already a secured power supply and wants only a 2nd equipment)

<sup>1</sup> Only if BGC infrastructure available

### 16.3 Securisation Package

The securisation offer will be presented to the customers as configurations with minimum options available. The purpose of this is that the securisation offer has to appear clear in the mind of the customer and standardizes the different processes (documentation, billing,...).

The securisation packages are available to secure the customer premise location or the point of presence of the operator between the customer end point and the first Belgacom building (LEX, AGE,...) from which the customer/ or the operator is connected.

In all cases, those securisation package won't be available in Belgacom site (co-mingling or physical colocation).

<b>SECURISATION STANDARD</b>			
<u>CONNECTION</u>	<u>SERIAL</u>	<u>OPTIONS</u>	
SHARED RING	STANDARD EQUIPMENT	SECURED POWER SUPPLY	

*Table 12: Securisation Standard*

<b>SECURISATION PREMIUM</b>			
<u>CONNECTION</u>	<u>SERIAL</u>	<u>OPTIONS</u>	
DEDICATED RING (1LEX)	STANDARD EQUIPMENT	2 <sup>ND</sup> FIBER INTRODUCTION VERSION + SECURED POWER SUPPLY BATTERIES 2 <sup>ND</sup> EQUIPMENT	

*Table 13: Securisation Premium*

<b>SECURISATION EXCELLENCE</b>			
<u>CONNECTION</u>	<u>SERIAL</u>	<u>OPTIONS</u>	
DEDICATED RING (2LEX)	STANDARD EQUIPMENT 2 <sup>ND</sup> FIBER INTRODUCTION	VERSION + SECURED POWER SUPPLY 2 <sup>ND</sup> EQUIPMENT ADDITIONAL PROTECTION MECHANISM	

*Table 14: Securisation Excellence*

#### 16.4 Securisation services

Protection is based on SDH routing at cable level. The working and the protected paths can not use the same cable along the way.

Whenever failure occurs on the active optical path, the connection will be re-routed to the other optical path.

Following the option chosen by the customer, several options are available for the implementation of the second path :

1. using a second fiber intro (Premium package)
2. using a second intro and connected to another Belgacom building ( Excellence package).

#### 16.5 Package Pricing

Preliminary remark:

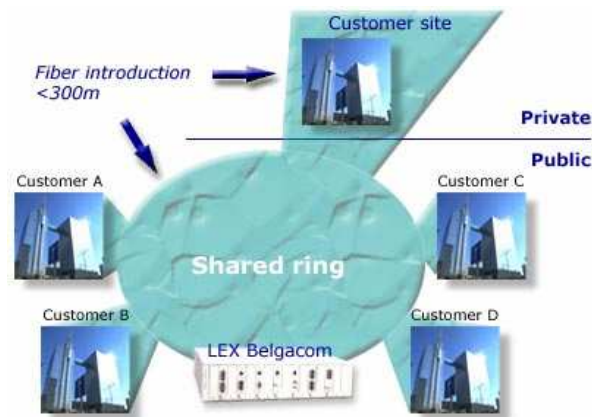
Belgacom Cosmopolitan Solution is only available under 300m from a fiber optic loop of a Telezone. For the distances > 300m, all the projects have to be studied case by case, and the customer will have to pay the entire connection cost to the Telezone (cost based).

In the following tables, a fiber introduction is an available<sup>2</sup> pair of fiber optic provided by Belgacom into the building of the customer. A second introduction has to have a different path on the public and the private domain. This second path comes into the customer building by a different hole in the wall of the customer's building.

##### **Package 1: Standard**

	Connection fee	
	Existing Fiber Introduction	Non Existing Fiber Introduction
Non- Recurrent	0	2.478 €
Recurrent	0	0

<sup>2</sup> An existing introduction with a sufficient number of pairs of fiber optic to realize the connection



Additional Costs		
	Non standard equipment & works	Secured power supply
<b>Non-Recurrent</b>	Upon quotation	2.478 €
<b>Recurrent</b>	0	49,58 €/month

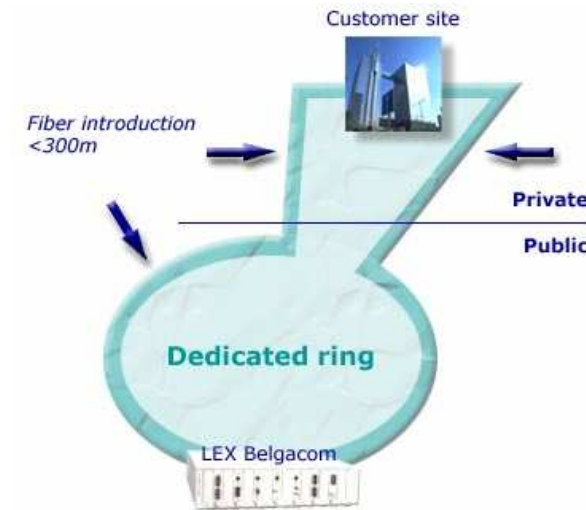
Table 15: Package Standard prices

### Package 2: Premium

Connection fee		
	Existing Fiber Introduction	Non Existing Fiber Introduction
<b>Non-Recurrent</b>	0	2.478 €
<b>Recurrent</b>	619,73 €	

Additional costs				
	Non standard equipment & works	Version +	2nd equipment	Secured power supply
<b>Non-Recurrent</b>	Upon quotation	4.957,87 €	3.718,40 €	2.478,94 €
<b>Recurrent</b>	0	Equipment based	Equipment based	49,58 €
2nd fiber introduction				
Distance of the 2nd introduction				
	0 - 100 m	100 -200 m	200 -300 m	
<b>Non-Recurrent</b>	9.915,74 €	14.253,88 €	18.592,01 €	
<b>Recurrent</b>	0	0	0	

Table 16: Package Premium Prices per endpoint



**Package 3: Excellence**

Connection fee			
First fiber introduction exists			
Distance of the 2nd introduction			
	0 - 100 m	100 -200 m	200 -300 m
<b>Non-recurrent</b>	12.394,68 €	16.732,81 €	21.070,95 €
<b>Recurrent</b>	1.735,25 €		
No existing fiber introduction			
Distance of the 2nd introduction			
	0 - 100 m	100 -200 m	200 - 300 m
<b>Non-recurrent</b>	14.873,61 €	19.211,75 €	23.549,88 €
<b>Recurrent</b>	1.735,25 €		

Table 17: Package Excellence



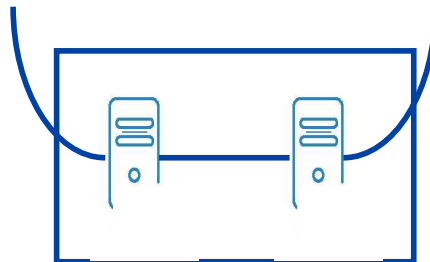
**Version + & 2nd equipment**

Additional costs				
2 <sup>nd</sup> equipment				
	VCT-S	ADM-1	ADM-4	ADM-16
<b>Non-recurrent</b>	3.718,40 €			
<b>Recurrent</b>	322,26 €/month	570,16 €/month	1.561,73 €/month	Project based
Version + 2 <sup>nd</sup> equipment				
	VCT-S	ADM-1	ADM-4	ADM-16
<b>Non-recurrent</b>	4.957,87 €			
<b>Recurrent</b>	371,84 €/month	619,73 €/month	1.611,31 €/month	Project based

*Table 18: Version + & 2<sup>nd</sup> equipment pricing*

**16.6 Securisation options**

- 2nd equipment



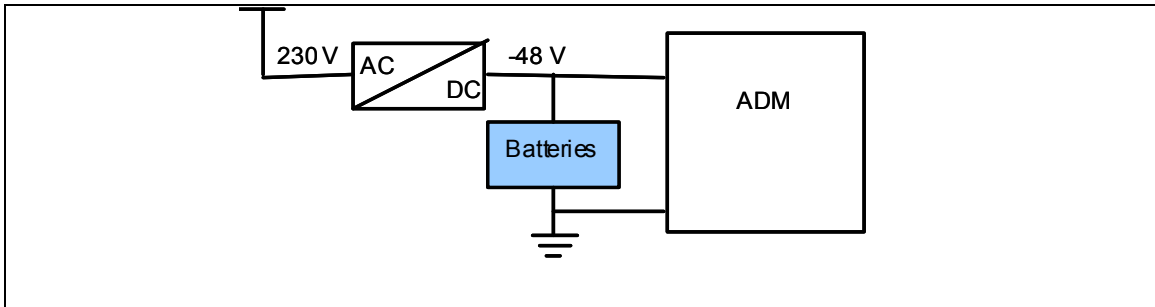
*Figure 1: Securisation option Second ADM equipment*

- 2nd introduction



*Figure 2: Securisation Option Second fibre introduction*

- Secured Power Supply



*Figure 3: Securisation Option Secured Power Supply*

BROTSoLL

Annex 1

# **General Terms And Conditions**

## General information

This document constitutes an integral part of the Belgacom Offer for Terminating Segment of Leased Line. It includes the General Terms and Conditions applicable to the provision of Terminating Segment of Leased Line that encompass "Partial Circuit" link service and "Backhaul" link service. These Terminating Segments of Leased Line are provided in conformity with the relevant laws and decrees in effect. The present Terms and Conditions shall remain applicable until they are replaced by other terms and conditions.

A distinction should be made between the following:

### The General Terms and Conditions

The General Terms and Conditions comprehensively list the rights and obligations of Belgacom and the Beneficiary with regard to the provision of the Terminating Segment of Leased Line.

### The Order Form

The order form lists the information requested by Belgacom to enable it to provide the Terminating Segment of Leased Line. It is signed by the Beneficiary or by his authorized agent

### The Service Descriptions

The Service Descriptions define the specificities of the Services

### The Technical Conditions

The technical conditions define the technical specifications and the quality standards.

### The Planning & Operations Manual

The Planning & Operations Manual describes the conditions of delivery of the Terminating Segment of Leased Line.

### The Operational Software Systems (OSS)

Description of the Tools to be used for operational purposes

The Belgacom price list

The price lists indicate the rates for the Terminating Segment of Leased Line.

\* \* \*

The Order Form, General Terms and Conditions, Main Body, relevant Service Descriptions, the relevant sections of the Planning and Operations Manual, Price List, Technical Requirements and, if any, the specific terms and conditions agreed upon by the Parties constitute the complete contract concluded by the Beneficiary and Belgacom relating to each Terminating Segment of Leased Line.

\* \* \*

Anyone may examine the General Terms and Conditions relating to the Connectivity Services, and the up-dated price lists as they are applicable at the time of consultation. These may be obtained either from Belgacom's Internet site or from Belgacom's Customer service department. The other Annexes are available on the Secured website of Belgacom and may be consulted further to the signature of a non-disclosure Agreement.

BIPT's decisions regarding this offer can be referred by Belgacom to the Court of Appeal of Brussels that can declare it void, in part or totally. In such a case, except otherwise agreed by the parties, the Contract shall be adapted in accordance with Belgacom's initial offer before its modification by the BIPT.

With a view to the signature of the Contract, the BROTSOLL 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 BROTSOLL is modified. This adaptation shall be in accordance with this BROTSOLL's modification.

## Glossary

The capitalized terms in the present General Terms and Conditions for Connectivity Services have the meaning as defined below:

BROTSoLL	The Belgacom Reference Offer for Terminating Segment of Leased Line as it is submitted to the BIPT
Terminating Segment of Leased Line	All the Services described in the Belgacom Reference Offer for Terminating Segment of Leased Line that are ordered by the Beneficiary
Contract	An agreement concluded between Belgacom and a Beneficiary in accordance with the present General Terms and Conditions, technical, operational, billing, planning and financial conditions for the provision of Terminating Segment of Leased Line as described in the Reference Offer for Terminating Segment of Leased Line and relevant Service Descriptions of Belgacom. The Contract is concluded as mentioned in the first chapter of the present General Terms and Conditions and the Planning and Operations.
Party/Parties:	Collectively, Belgacom and Beneficiary
Request:	The Beneficiary's demand concerning the delivery of a Terminating Segment of Leased Line as described in this Reference Offer.

## Contract procedure

### **Request by the Beneficiary**

1. The Beneficiary must submit his request for a Service to the Customer Service department of Belgacom by completing and signing the appropriate order form. The specific terms and conditions for delivering the Services are described here-after.
2. The Beneficiary shall consult the General Terms and Conditions and the relevant Services Descriptions as well as the list of technical requirements. These can be obtained from Belgacom's Internet site or by requesting them from Belgacom's Customer Service department.
3. Belgacom may not refuse to realize the Beneficiary's request, conform the BROTSoLL, without prejudice to the negotiations between Belgacom and the Beneficiary except on one of the following grounds:
  - a) the Beneficiary or his authorized agent refuses to provide Belgacom with official documents to identify himself;
  - b) the Beneficiary has failed to fulfill his obligations arising from another contract for a Belgacom service and for which he has not filed a claim in accordance with the procedure specified in the terms and conditions for the service in question;
  - c) in an emergency situation (i.e., exceptional cases of *force majeure*), for the purpose of ensuring the safe operation of the network, after all necessary measures taken by Belgacom to ensure access to the service are without effect;
  - d) following the Beneficiary's failure to observe obligations arising from the present General Terms and Conditions for the use of the service.

- e) for the purpose of maintaining network integrity or the interoperability of the services or for any other technical reasons that must be specified that make the delivery of unbundled access impossible.
  - f) the Beneficiary has refused to provide proof of the existence of the unconditional financial guarantee as specified in the provision Financial Guarantees here-under.
7. In the event of a refusal, Belgacom shall notify within 3 working days the Beneficiary of its decision and the grounds for the decision by ordinary mail.
  8. The Beneficiary may lodge an appeal against this decision by following the procedure provided under the Dispute Resolution Procedure and in accordance with these General Terms and Conditions.

## **Conclusion, entry into force and duration of the contract**

9. The provision of the Terminating Segment of Leased Line is subject to the conclusion of a Contract between Beneficiary and Belgacom according to the present General Terms and Conditions and the negotiations between the Parties.
10. Unless otherwise stipulated, the contract takes effect on the day after the date on which a Connectivity Service is made available to the Beneficiary. Belgacom shall confirm this date to the Beneficiary in writing.
11. The Terminating Segment of Leased Line is made available to the Beneficiary for an indefinite term.

## **Services covered by these General Terms and Conditions**

### ***Terminating Segment of Leased Line***

12. The services covered by the present General terms and Conditions are the Terminating Segment of Leased Line provided by Belgacom as described in the Service Descriptions and in the Technical Conditions describe in the present offer.

## **Obligations of the Parties**

### ***Obligations of Beneficiary***

13. Beneficiary shall, independently of Belgacom, manage all aspects of the relationship with its own Users unless otherwise explicitly agreed upon between the Parties. Beneficiary shall therefore be fully responsible for all User inquiries, including but not limited to inquiries concerning product information, service, fault reports, technical issues and settlement.
14. Beneficiary shall take all necessary measures to ensure that the use of the Terminating Segment of Leased Line by the User of a Beneficiary will not cause any disturbance, interruptions or the like to the traffic in the public telecommunications network.
15. Beneficiary shall be liable to Belgacom for ensuring that the equipment connected to Belgacom's local loop by Beneficiary's Users comply with the requirement of the R&TTE Directive.
16. Beneficiary shall be liable to Belgacom for ensuring that Beneficiary's Users do not in any way dispose of, sell, rent out, pledge, Belgacom's equipment and installations and Beneficiary shall ensure that Beneficiary's Users do not in any way interfere with the installations. Beneficiary further

guarantees that his Users will at all times maintain the marking of equipment or installations indicating that they belong to Belgacom.

17. Beneficiary shall furthermore, independently of Belgacom, undertake all other customer services towards its own Users.
18. Beneficiary shall comply with any instructions issued from time to time by Belgacom to ensure secure and proper use of the Terminating Segment of Leased Line, of Belgacom network and of any other infrastructure used to provide the Terminating Segment of Leased Line.
19. Beneficiary shall also comply with the Belgacom Customer Site installation requirements, in particular with regard to the following aspects:
  - a.) Space and dimensions: Beneficiary shall ensure that there is sufficient space for Belgacom to be able to install the equipment required to be able to provide the Terminating Segment of Leased Line;
  - b.) Power supply: Beneficiary shall, at its own expense and on its own initiative, be responsible for providing the power supply necessary to launch and operate the Terminating Segment of Leased Line. To this end, Beneficiary shall provide an easily visible and easily accessible power switch;
  - c.) Ambient conditions (temperature, humidity, dust, etc.): the ambient conditions shall not be such as to prevent proper performance of the Belgacom equipment.

The Customer Site Installation Requirements are available from the Belgacom Internet Site or from the Customer's Belgacom contact person, and shall form an integral part of the Contract.

Belgacom shall not be liable for any disruption of the Service that is attributable to a failure by the Customer to comply with the terms and

conditions set out in the Customer Site Installation Requirements.

### **Obligations of Belgacom**

20. Belgacom shall provide to Beneficiary Connectivity Services according to Beneficiary's order to be transmitted from time to time to Belgacom under the terms and conditions set forth in the present General Terms and Conditions and/or its Annexes.
21. Belgacom shall use all reasonable endeavours to correct any trouble affecting the quality of the service of Belgacom. In this respect in case of urgency and acting in good faith, Belgacom shall be entitled to:
  - d.) disconnect a Terminating Segment of Leased Line immediately and without prior consultation with Beneficiary, provided that Belgacom can identify that the use of the Terminating Segment of Leased Line has caused a breakdown of networks or services, or if there is imminent risk of such breakdown. Belgacom will inform the BIPT, and Beneficiary, about the disconnection, at the latest 24 hours after the disconnection.
  - e.) contact the Users directly with a view to maintaining or ensuring Belgacom's ownership of equipment and installations. Only Belgacom may carry out service works on equipment belonging to Belgacom. Belgacom shall act in accordance with the general standard of integrity that it has internally developed and enforced. In case of application of this provision, Belgacom will immediately inform Beneficiary about the operation before its execution.
22. Belgacom will not undertake customer handling of the Users of Beneficiary.

## Financial Conditions

### **Billing and Payments**

23. In consideration for the Terminating Segment of Leased Line provided by Belgacom under these General Terms and Conditions, Beneficiary shall pay the charges and fees provided in Annex Pricing.

### **Financial Guarantees**

#### **General Principle - Pre-payment**

24. Notwithstanding anything to the contrary in the present General Terms and Conditions, in order to guarantee the payment by Beneficiary of the prices due for the Connectivity Services provided by Belgacom that are invoiced on a monthly basis, Beneficiary will provide Belgacom with a monthly (1) pre-payment based on the average of the monthly amount due by Beneficiary. The amount of the pre-payment shall be based on the average of the invoices for Connectivity Services, ordered in accordance with the present General Terms and Conditions, issued by Belgacom during three (3) months. The amount of the pre-payment shall be reviewed every three (3) months. The terms and conditions of this pre-payment are described in Annex 2.

25. Without prejudice to any other legal or contractual remedies and notwithstanding anything to the contrary in the present General Terms and Conditions, in the event Beneficiary fails to pay in due time any undisputed amount due under the pre-payment conditions as defined in the present section and in Annex 2, Belgacom shall be entitled to execute the following alternatives until full payment is made:
- suspension of any SLA obligations that are not foreseen in the Basic SLA;
  - refusal in writing of any new Services.

#### **Sufficient Creditworthiness**

26. This monthly pre-payment will not be required in the following circumstances:
27. Beneficiary has sufficient creditworthiness as evidenced by either of the following alternatives:
- Beneficiary has obtained a "Ba2" rating or above for its debt (Moody's);
  - Beneficiary has obtained a rating similar to Moody's "Ba2" rating, provided that (i) such rating is generally accepted by the market as giving similar reliability as Moody's, (ii) such rating is generally reviewed and updated on a regular basis.

#### **Other Financial Guarantees**

28. In the event that, in the course of the Contract, Beneficiary would lose the above described credit worthiness (either through the loss of "Ba2" credit rating or similar or upon the occurrence of any default or delay of payment), Beneficiary will have to provide Belgacom with a pre-payment or with another financial guarantee as defined in the present chapter within ten (10) working days from Belgacom's request thereto.
29. The Beneficiary obtains an irrevocable and unconditional parent corporation guarantee for the debts incurred by Beneficiary in the application of the Contract, provided that such parent company is issued by a company that has sufficient creditworthiness as defined above. In the event that, in the course of the Contract, the Parent Company would lose the above described creditworthiness (either through the loss of "Ba2" credit rating or similar or upon the occurrence of any default or delay of payment), the Beneficiary will provide Belgacom with a pre-payment or with another financial guarantee as described in the present chapter within ten (10) working days of the request of Belgacom;
30. The Beneficiary has constituted a 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 (3) months of net amount due by Beneficiary for the Services ordered in accordance with the present Terms and Conditions, provided. The amount of the deposit will be equal to an estimate of three (3) months of Belgacom's invoices for the Services. Based on the actual evolution of the amounts due for the Services; the Beneficiary and Belgacom will have the right to require an adaptation of the amount of the deposit every three (3) months. Upon the request for adaptation of the amount or deposit, necessary steps will be taken to ensure adaptation within ten (10) working days. In case of default by Beneficiary to pay sums due under the contract, the sums deposited on the escrow account will accrue to Belgacom. The interests accrued on the escrow account will be payable to Beneficiary. In the event the sums deposited are accrued to Belgacom, Beneficiary will provide Belgacom with a pre-payment or with another financial guarantee as defined in the present chapter within ten (10) working days of the request of Belgacom.

31. Beneficiary has provided Belgacom with an 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 (3) years and for an amount equal to an estimate of three (3) months of net amount due by Beneficiary for the Services ordered in accordance with the present General Terms & Conditions. The amount of the bank guarantee will be equal to an estimate of three (3) months of ULL invoices. Based on the actual evolution of the amounts due for the Services, Beneficiary and Belgacom will have the right to require an adaptation of the amount of the bank guarantee every three (3) months. Upon the request for adaptation of the amount of bank guarantee, necessary steps will be taken to ensure adaptation within ten (10) working days. Upon the expiration of the bank guarantee or

after Beneficiary has called upon the bank guarantee, Beneficiary shall provide Belgacom with a pre-payment or with another financial guarantee as defined in the present chapter, within ten (10) working days of the request thereto from Belgacom.

## Principles

### **Retail Pricing & Billing**

32. Unless otherwise provided in the present General Terms and Conditions or in its Annexes and without prejudice to the applicable regulatory framework, Beneficiary shall be responsible for the setting of the tariffs that Beneficiary will apply to the Users to whom Beneficiary will sell telecom service using the Terminating Segment of Leased Line and for the billing and invoicing of such Users.
33. Except as provided otherwise in the present General Terms and Conditions or its Annexes, no deductions or reductions shall be made from the payment of any charges or fees due for the Terminating Segment of Leased Line for any bad or unpaid debts or any unrecoverable claims (including, in particular, claims arising from fraud cases) that Beneficiary may have against Users or any other third parties in relation with these Services.

### **Branding**

34. The Parties agree not to offer any service under any brand, including any trademark, trade name or company name, of the other Party unless the use of the brand(s) of the other Party is explicitly provided under the present General Terms and Conditions. Such use of the brand will then be strictly limited to the service at stake.
35. Beneficiary shall offer telecom services to Users under its own brand without any use of, or reference to Belgacom's brands.

36. Notwithstanding the foregoing, Parties acknowledge that, as provided in the Offer, the installation of equipment on the site of the relevant Users who have subscribed to an offering of Beneficiary will be realized by Belgacom personnel. Both Parties agree that Belgacom shall have no obligation to unbrand or rebrand its service technicians or trucks. Belgacom will act in accordance with its general standard of integrity that it has internally developed and enforced.

### ***User Terms and Conditions***

37. Beneficiary shall cause the terms and conditions governing Beneficiary's contractual relationships with Users to be compliant with the rules and principles set out in the Contract and its appendices.

38. Beneficiary shall bear all the consequences of the breach of the above obligation.

## **Coordination between the Parties**

### ***Single Points of Contact***

39. Beneficiary and Belgacom will both appoint an individual as their respective single point of contact ("SPOC") who will act, within its organization, as the other Party's contact person.

40. The SPOC of either Party will have full authority to act and decide on behalf of the respective Party on all technical and operational matters regarding the day-to-day management of the performance of their contracts. All the decisions taken by any working group constituted by the Parties during the performance of this agreement will need to be expressly and formally validated by the SPOC of either Party to be binding on such Party. This validation (or refusal of validation) has to be given at the latest within three working days. The absence of response in this

delay will be considered as a tacit validation. Except as otherwise expressly provided by the relevant Party, each Party's SPOC will have no authority to modify the conditions described in the present General Terms and Conditions, or to act outside the day-to-day management of the performance of the Terminating Segment of Leased Line.

41. Each Party will be authorized to replace its SPOC by notice sent to the other Party. Such notice will have immediate effect.

## **Liability**

### ***General rules***

42. Taking into account the nature of the respective activities of the parties, the risks and potential profits associated with these activities and the consideration obtained by each Party from the present General Terms and Conditions, Parties expressly agree that their respective liability shall be limited as follows.

43. If either Party is held liable to the other Party (including such other Party's employee(s) and contractor(s)) under the present General Terms and Conditions, that liability shall be limited to the following:

- if such liability results from any personal injury or death incurred as a direct result of the non-performance of the relevant Party's obligations under these Terms and Conditions, then such liability shall be only subject to the limitation provided in article 44;
- if such liability results from any conduct attributable to the relevant Party, which is, under Belgian law, characterized as being gross negligence (faute lourde – zware fout) or intentional negligence (dol – bedrog), then such liability shall be subject to no limitation, except as provided by law;

- if such liability results from any material damage, other than those referred to above, arising out of or in any way connected with the performance by the relevant Party of the Terminating Segment of Leased Line or the breach of such Party's obligations under the present General Terms and Conditions, then the total amount which can be recovered from such Party for all acts or omissions shall, in no event, exceed an aggregate amount equal to EUR 1,250,000 (one million two hundred fifty thousand euro), subject to the limitation provided in article 44..
44. Neither Party shall be liable for indirect damages (pure and consequential), including without limitation loss of profit, loss of revenue, loss of data, loss of use, loss of savings, loss of goodwill, interruption of business or claim by third parties.
  45. In the event of a complaint by a Beneficiary's User, the liability of Belgacom may only be questioned by the Beneficiary if Belgacom, or a person Belgacom is responsible for, is at fault or has committed a gross negligence (faute lourde - zware fout).
  46. In addition, and notwithstanding the above, Beneficiary will indemnify Belgacom against any claim or loss related to the illegal use, or the use for illegal purpose of Terminating Segment of Leased Line by Beneficiary or Beneficiary's Users.
- Force Majeure**
47. Neither Party will be liable for any delay or failure to fulfil its obligations under these General Terms and Conditions arising from any event beyond its reasonable control (all such events being hereafter referred to as "Force Majeure").
  48. The Party claiming Force Majeure shall as soon as possible send to the other Party a Notice of the Force Majeure. Such Notice shall contain adequate evidence of the occurrence and extent of the Force Majeure, as well as an estimate of the expected duration of the Force Majeure. As soon as practicable after receipt of such Notice, the Parties shall consult with each other in order to find an equitable solution to the problems and difficulties caused by the Force Majeure.
  49. The Party claiming Force Majeure shall use all reasonable endeavours to minimise the consequences of such Force Majeure, and to ensure, in as far as reasonably possible, the continuity of the services provided under the present General Terms and Conditions, and shall perform those of its obligations not affected by a Force Majeure. To the extent that a Party is prevented as a result of Force Majeure from providing one or several of the services or facilities to be provided under the present General Terms and Conditions, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.
  50. Upon cessation of the effects of the Force Majeure, the Party initially affected by such Force Majeure shall promptly notify the other Party of such cessation.
- Accidents at work and Safety Rules**
51. Each Party hereby undertakes to provide insurance cover against accidents at work for its own employees in conformity with the applicable legal requirements. Each Party hereby renounces any possible claim against the other Party, and undertakes to procure that its insurer shall not pursue against the other Party, or against any third party for whose acts or omissions the other Party may be responsible, any claim relating to accidents at work.
  52. Each Party shall comply with safety practices and procedures reasonably applicable when entering the premises and installations of the

other Party in order to carry out work. Each Party undertakes to ensure that its personnel, while upon the premises and installations of the other Party, will respect any internal rules and codes of conduct therein applicable, provided that such rules and/or codes shall have been made available to them in advance. Without prejudice to the provisions of the chapter relating to liability, each Party shall indemnify and hold harmless the other Party for any and all damage, costs or expenses incurred as a result of any act or omission of a Party's personnel while upon the premises and installations of the other Party.

## **Operational Matters**

### ***Operational Matters and Network Management***

53. The Connectivity Services provided under these General Terms and Conditions shall be implemented and provided by the Parties in accordance with the technical specifications set forth in Annex "Technical Specifications" and the operational rules and procedures contained in Annex "Planning and Operations".
54. Both Parties shall cooperate to install and maintain reliable services. Both Parties shall exchange appropriate information as provided in the Offer (including, in particular, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
55. Each Party shall apply sound network management principles by invoking network management controls to ease the operation of their respective systems and to alleviate or to prevent congestion. Each Party shall ensure that the network management controls are applied in such a way as to ensure that there is no discrimination in favour of that Party's own traffic.

### ***Essential Requirements***

56. The Parties shall ensure that the Essential Requirements, as defined and applicable under the regulatory framework, are adequately and sufficiently protected, in as far as the establishment, maintenance and operation of the services offered under the present General Terms and Conditions are concerned.
57. It is acknowledged that the present General Terms and Conditions and its Annexes (in particular, Annex "Service Descriptions" and Annex "Planning and Operations") contain a number of specific principles and rules that have been developed to ensure the protection of the Essential Requirements. Furthermore, the Parties shall consult with each other in order to ensure that the Essential Requirements are protected in an adequate and sufficient manner.
58. It is a condition for the provision by Belgacom of Terminating Segment of Leased Line under this Document that Beneficiary's request under the provisions of Annex "Technical specifications" is not detrimental to the operation of the telecommunications networks and telecommunications services in question or to their integrity or interoperability, and that the protection of service and internal data, network equipment, software and stored data, including personal data, confidential information and privacy can be sustained.
59. The conditions for and restrictions on use applying at any time appear from Annex "Technical specifications Document" to the present General Terms and Conditions.
60. Belgacom shall further be entitled to cause interruptions, disturbances or modifications of Belgacom's public network and services to the detriment of the supply of the services under these Terms and Conditions in connection with measures that are deemed necessary for technical, maintenance and operating reasons taking into account the balance of the interests of both Parties or that

are ordered by the regulatory authorities. Belgacom shall give in good faith Beneficiary the longest possible notice of interruptions, disturbances and modifications and state the reason for them. In these cases, Belgacom shall, in writing, immediately inform the User of Belgacom's intentions.

## Amendments and Revisions

### **General Principles**

61. Except as otherwise provided in these General Terms and Conditions or its Annexes, any agreement departing from the present Terms and Conditions or its Annexes shall only be valid if duly agreed upon in writing by the respective representatives of the Parties by both parties in writing.

### **Revisions in Technical Terms and Conditions**

62. If required by operational, technical, legal or regulatory constraints, Belgacom will be allowed to modify the terms and conditions applicable to the Terminating Segment of Leased Line provided under these General Terms and Conditions, by sending a change Notice to Beneficiary describing the said constraints, at the latest two (2) months in advance. Belgacom will, together, with such a Notice, send to Beneficiary a new coordinated version of these General Terms and Conditions and/or its Annexes as the case may be.

## Term, Termination and Suspension

### **Term**

63. Beneficiary has the right to terminate one or more Terminating Segment of Leased Line contract as provided in the Offer, i.e. in the relevant Service Descriptions annexed to these General Terms and Conditions.

### **Suspensions**

64. In the event Beneficiary uses or allows the use of Services provided under these General Terms and Conditions in an illegal manner or for illegal purposes, or if Beneficiary by its action or omission causes, or could reasonably be expected to cause a damage to the working or the security of the telecommunication network of Belgacom, and Beneficiary fails to take appropriate measures in order to remedy to the situation within a period of thirty (30) days from the receipt of a Notice sent by Belgacom, Belgacom will have the right to suspend the provision of some Terminating Segment of Leased Line contracts or of the whole Terminating Segment of Leased Line. Notwithstanding the foregoing, Belgacom will have the right to suspend Terminating Segment of Leased Line prior to sending the above mentioned Notice in urgent cases where such suspension will be reasonably required under the circumstances. In that case, Belgacom will inform the BIPT and the parties involved about the suspension of the Services at the latest 24 hours after the suspension.

65. If Beneficiary uses or allows the use of Services provided under these Terms and Conditions for a purpose different from the purpose declared pursuant to Annex "Service Description" and Beneficiary fails to take appropriate measures in order to remedy to the situation pursuant the terms and conditions provided by the Service Description, Belgacom will have the right to suspend all or some of the services in the conditions of article 64.

66. Belgacom will have the right to suspend Terminating Segment of Leased Line in the event that it is requested to do so by an order of a court or a competent authority. Belgacom will inform Beneficiary as soon as possible of the cause of such suspension.

67. In the event that Beneficiary fails to pay outstanding invoice for any amount due under these Terms and

Conditions for a period of 15 calendar days as from the Due Date of the relevant invoice, or fails to provide, renew, adapt or reconstitute the financial guarantee as provided in the chapter on Financial Guarantee here-above, Belgacom shall be entitled, after having duly informed the BIPT, to suspend the Services with immediate effect subject to a prior Notice sent at least 7 calendar days before the end of the above mentioned delay of 15 days . This provision does not apply to disputed amounts.

### **Termination for Cause**

68. In the event that either Party defaults in the payment of sums due for the Services offered under these Terms and Conditions or is in default to provide a financial guarantee as provided in the relevant chapter here-above and such default is not substantially cured within thirty (30) days after written notice is given specifying the default, then the non-defaulting Party may by giving notice to the other Party and after having duly informed the BIPT, terminate all the Terminating Segment of Leased Line with immediate effect. This provision does not apply to disputed amounts.

69. In the event that either Party is declared bankrupt or enters into liquidation, then the other Party may terminate all the Terminating Segment of Leased Line, without any further legal or other procedures, by sending Notice of termination with immediate effect to the other Party.

### **Consequences of Termination**

70. The provisions in this chapter on Termination of the Services are without prejudice to any other right or claim for compensation to which one of the Parties may be entitled to in the event of termination of the Services.

71. In the case of termination of the Services for any reason, Belgacom shall be entitled to payment for all Services performed prior to such

termination in accordance with the conditions that were applicable between the parties at the time of termination.

72. The provisions of the present General Terms and Conditions which by their nature are determined to survive the termination of the Services (including, in particular but without limitation, the provisions on Confidentiality and Applicable Law and Jurisdiction), shall remain in full force and effect after the termination.

73. In the event of termination of the Services, Beneficiary will be responsible to inform the relevant User of the consequences of the termination of these Services.

## **Confidentiality**

### **Confidential Information**

74. For the purpose of this Chapter, the term "Confidential Information" shall mean:

- information communicated by one Party (or from any of its Associated Companies) (the "Disclosing Party") to the other Party (or to its employees and advisors) (the "Receiving Party"), or obtained by the Receiving Party in connection with the performance of the Services, provided that such information is, at the time of its disclosure, reasonably designated "confidential" or with an equivalent term. If such information was disclosed orally, it shall constitute Confidential Information provided that the Disclosing Party informs the other Party at the time of such disclosure, that such information is confidential and that (i) a written notice containing a summary of the information disclosed orally and mentioning that such information is confidential, is issued by the Disclosing Party to the other within five Working Days from the date of disclosure, or (ii) such disclosure is recorded in

minutes of a meeting that are designated, labelled or marked "confidential" or designated, labelled or marked with an equivalent term;

75. For purposes of these General Terms and Conditions, "Confidential Information" does not include:
- a. information that is properly and lawfully in the public domain otherwise than by breach of these Terms and Conditions or any other obligation of confidence;
  - b. information that was disclosed by a third party to the Receiving Party without restriction on disclosure or use, unless the Receiving Party knew or should reasonably have known that this information was acquired unlawfully or by a breach of contract or fiduciary relationship.
76. Except as specified in writing, by the Disclosing Party at the time of disclosure, Confidential Information shall continue to be deemed as such until the end of a period of three years after its initial communication under the present General Terms and Conditions.

### **Non-Disclosure**

77. The Receiving Party shall refrain from disclosing the Confidential Information to any third party and shall use the Confidential Information only for the performance of the Services offered in accordance with the present General Terms and Conditions. In addition, the Receiving Party shall take any reasonable measures to ensure the confidentiality of this information. In any event, the Receiving Party shall use efforts at least commensurate with those that such Party uses for protecting the confidentiality of its own Confidential Information.
78. Notwithstanding the foregoing and without prejudice to the provisions regarding the Disclosure to Personnel, Advisors or Suppliers here-under, either Party shall be

allowed to disclose the Confidential Information to third parties provided it has obtained the prior written consent of the other Party. Such written consent will be given case-by-case upon a discretionary basis. Such written consent shall only be valid and enforceable for the specific information listed therein. The written consent to disclose Confidential Information shall identify the third party or parties to which the information can be disclosed and shall set forth the terms and conditions to which such disclosure is subject.

79. The Disclosing Party shall remain free to disclose to any third party Confidential Information disclosed to the Receiving Party.

### **Disclosure to Personnel, Advisors or Suppliers**

80. A Receiving Party shall disclose the Confidential Information received from the other only to its directors, employees, suppliers, agents, advisors, resellers or contractors who have a need to know such information. Such Party shall ensure that such directors, employees, suppliers, agents, advisors or contractors are bound by the obligations of confidentiality in respect of the Confidential Information that are set forth in these General Terms and Conditions. For this purpose, the Beneficiary shall conclude a similar Non Disclosure Agreement with the above authorized parties not on his payroll that contains at least the same provisions as the NDA the beneficiary concluded with Belgacom.
81. Notwithstanding anything to the contrary in the foregoing provisions, the Receiving Party shall not disclose or use the Confidential Information, with the aim of providing commercial advantage to business divisions of the Receiving Party, or business divisions of the Receiving Party's Associated Companies, which are engaged in activities competing with the other Party.

82. Either Party may disclose Confidential Information that they received from the other Party, to their suppliers or contractors provided and to the extent that such suppliers or contractors effectively require to have access to such information in order to supply the relevant goods and services. The Parties shall do whatever is necessary in order to impose on the suppliers or contractors which have obtained access to Confidential Information obligations to keep this information confidential, which are at least equivalent to the obligations imposed under the present General Terms and Conditions.
83. Each Party shall be liable under the limitations provided in the Chapter relating to Liability here-above, for any unauthorized disclosure or use of the Confidential Information by its directors, employees, suppliers, agents, advisors or contractors. The Party responsible for an unauthorized disclosure or use of the Confidential Information shall, in any event, take any reasonable measures (including but not limited to court proceedings) to mitigate the damage resulting there-from.

#### ***Disclosure Required by Law***

84. If the disclosure of Confidential Information to third parties is required by reason of legal, accounting or regulatory requirements beyond the control of the Receiving Party, the Receiving Party may disclose such information to the extent necessary to comply with such requirements. Without prejudice to the application of the foregoing, the Parties shall endeavour to ensure the confidential treatment of the Confidential Information by the third parties receiving such information as a result of such requirement.
85. Without limitation to the generality of the foregoing, either Party will have the right to disclose Confidential Information to the BIPT, whenever required by law, or deemed reasonably necessary in the context of any proceedings or discussions held in front or with the

BIPT. If any such disclosure of Confidential Information is made, the Party communicating the information will ensure that the attention of the BIPT is properly drawn to the fact that the information is confidential and that the information needs to be kept confidential.

## **Dispute Resolution and Applicable Resolution**

### ***Dispute resolution procedure***

86. The SPOC shall, on an ongoing basis, attempt to solve any dispute, controversy or claim between the Parties concerning the interpretation, application and implementation of the present General Terms and Conditions and its Annexes (a "Dispute") through discussions held in good faith.
87. In the event that the Parties have been unable to solve any Dispute, then upon Notice of either Party, each of the Parties will appoint a designated senior business executive (other than their respective SPOC) whose task it will be to meet for the purpose of endeavouring to resolve the Dispute. Each Party shall ensure that their respective designated executive has sufficient authority or decision-making power concerning the matter at stake. The designated executives will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate in connection with its resolution. Such executives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto.
88. In the event the Parties fail to reach such a solution and/or settlement within fifteen (15) Working Days as from the receipt of the above Notice, they shall escalate the matter to a higher level within their respective organizations. Discussions at that level will be

conducted as described in article 87. The Parties may, at any given escalation level, agree to extend the time limits described in this article and in article 87 when they consider it necessary in order to facilitate that an agreement be concluded on the subject-matter of the dispute.

89. Except in the cases of urgency, as determined in good faith by the Party calling the Dispute, no formal proceedings for the resolution of a Dispute may be started until the earlier to occur of (a) a good faith conclusion by the designated executives that amicable resolution through continued negotiation of the matter in issue does not appear likely or (b) the Parties have failed to reach an agreement on the Dispute within 15 Working Days of the escalation of the Dispute as described in article 88.
90. Without prejudice to the above and without prejudice to the rights of each Party in case of Dispute, each Party shall be entitled to call on the BIPT for a decision for disputes regarding the interpretation of the present General Terms and Conditions and/or its Annexes. In consideration of the legal framework, the then relevant BROTSOLL and the then relevant decision of the BIPT on the BROTSOLL, BIPT will take decision within a reasonable term that shall not exceed one (1) month.

### ***Applicable Law and Jurisdiction***

91. This Document shall be governed by Belgian law.
92. Without prejudice to article 89, any dispute concerning the validity, the interpretation, or the performance of the Terminating Segment of Leased Line, or of subsequent contracts derived here-from shall be finally submitted to the Courts of Brussels, Belgium. The above is without prejudice to the right of each of the Parties to submit the Dispute to the BIPT with a view to reach conciliation or to submit the Dispute to the Competition Council.

## **Miscellaneous**

### ***No Assignment***

93. Neither of the Parties is entitled to assign the contracts concluded under the present General Terms and Conditions, in part or in its entirety, to any third party or to any other entity unless with the prior written approval of the other Party.
94. No approval will be required for an assignment of the Contracts in the event a Party assigns all the Terminating Segment of Leased Line concluded under the present General Terms and Conditions in their entirety to a successor, to which a transfer has taken place of, at least, the Assigning Party's activities covered by the present General Terms and Conditions. In such a case, the assigning Party shall immediately give Notice to the other Party of any such assignment permitted to be made under the present General Terms and Conditions without requesting the other Party's consent.
95. Without prejudice to the foregoing, no assignment shall be valid under the present Terms and Conditions unless the assignee agrees in writing to be bound by the provisions of the present General Terms and Conditions and its Annexes.

### ***Fraud***

96. The Parties accept to cooperate to the best of their respective abilities in order to prevent and eliminate any kind of fraud which involves Services provided under these General Terms and Conditions. If any of the Parties suspects such kind of fraud, the Parties shall cooperate in order to identify the origin of the fraud and to use any appropriate means in order to eliminate and prevent such fraud as soon as possible. For the purposes of the application of the present provision, fraud shall mean any manipulation of a communications network, including by Beneficiary connected to the network of one of the Parties, in order to obtain one or

more telecommunication services without paying the proper charge for it, or to support other criminal activities (including, in particular, wiretapping, eavesdropping and gathering secret numbers).

97. It is explicitly acknowledged by the Parties that any cooperation in the context of the present provision will need to be in due compliance with the entire regulatory framework.

### ***Independent Parties - Approvals***

98. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, competent authorities, other operators, and any other persons that may be required in connection with the performance of its obligations under the present General Terms and Conditions. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which other Party is responsible.

99. Each of the Parties is and shall remain at all times an independent contractor. Neither Party is authorized and neither of the Parties nor their employees, agents or representatives shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations. Neither Party nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the other Party. Nothing in the present General Terms and Conditions shall be deemed to constitute a partnership between the Parties.

100. Should a conflict arise between the applicable BROTSOLL and the present General Terms & Conditions, the then applicable BROTSOLL shall prevail, unless otherwise specifically stated in these General Terms and Conditions. Should a conflict arise between these General Terms &

Conditions and any or several Annexes, the General Terms & Conditions, shall prevail unless otherwise agreed by the Parties, in writing or otherwise specifically stated in these General Terms and Conditions or Annexes. Should a conflict arise between an Annex and an attachment or an appendix to this Annex, the Annex shall prevail unless otherwise agreed by the Parties, in writing or otherwise specifically stated.

101. If any part of this Reference Offer shall be held to be illegal, invalid or unenforceable for any reason, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Offer shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall forthwith negotiate in good faith to amend this Offer and the Parties' practices hereunder in such manner and with such language as will fully reflect as closely as possible the intent of the Parties and render further performance lawful.

BROTSOLL

Annex 2

# **Prepayment Terms & Conditions**

### Prepayment Terms & Conditions

1. Belgacom will send on a monthly basis a pre-invoice at least on the 2<sup>nd</sup> working day after the starting of the month preceding the considered billing month. For Beneficiaries that are in service, the first pre-invoice shall be based on the average of the invoices for Services issued by Belgacom during the last three months. For Beneficiaries not yet in service and concluding a new Contract, the first pre-invoice shall be based on the valuation of the average of the invoices for Services to be issued by Belgacom within the first three months of services.
2. The amount of the pre-invoice shall be adapted on a quarterly basis, i.e. increased or lowered as the case may be, based on the amounts due by the Beneficiary for the Services provided under the Contract during the previous quarter.
3. The Beneficiary agrees to pay the amount of the pre-invoice at the latest the 10<sup>th</sup> calendar day from the date of the pre-invoice.
4. The amount of the pre-invoice shall be paid on a specific account number to be communicated. The interests generated by the amount of the pre-invoice paid on this account during the period starting from the date the pre-invoice is paid until the date the final invoice is paid shall be accrued to the Beneficiary.
5. Within 15 calendar days after sending the final invoice, Belgacom will send a credit note regarding the pre-invoice.
6. If for the same month the amount of the pre-invoice is higher than the amount of the final invoices, Belgacom shall reimburse the balance.
7. If for the same month the amount of the pre-invoice is lower than the amount of the final invoices, the Beneficiary will pay the surplus.
8. Within 15 days following the final invoice, the Beneficiary will make the payment by wire transfer. If payment is not received on this due date, Belgacom is entitled to the interest on the unpaid balance for late payment and administrative and recovery costs as defined in the Contract.
9. If the Beneficiary disagrees with an invoice received from Belgacom, it must notify in writing Belgacom thereof before the due date of such invoice in accordance with the relevant provisions of the Contract.
10. Without prejudice to other legal or contractual remedies and notwithstanding anything to the contrary in the Agreement, in the event the Beneficiary fails to pay on due time any undisputed amount due under the present Prepayment terms and conditions, Belgacom shall be entitled to:
  - Suspension of any SLA obligations that are not foreseen in the Basic SLA;
  - Refusal in writing of any new Services, including Migration Services.
  - Suspension of the existing Services in accordance with article 25 of the Annex 1 General Terms and Conditions.