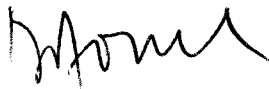


STANDARD NUMBER PORTABILITY AGREEMENT

APPROVED BY THE MINISTER OF TELECOMMUNICATIONS

R. DAEMS



DATE: **19 OKT. 2001**



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This Agreement (hereinafter "Agreement") is made on (DATE)

BY AND BETWEEN

*****OLO*****, a company incorporated under the laws of ******* _____ *******, with registered office and place of business at ******* _____ *******, registered with the Register of Commerce of ******* _____ ******* under number ******* _____ *******.

(hereinafter "Operator")

AND:

[BELGACOM N.V./S.A., a Belgian autonomous public enterprise organized under the Law of March 21, 1991, and the Royal Decree of August 19, 1992, with registered office and place of business at 1030 Brussels, Boulevard du Roi Albert II, 27, registered with the Register of Commerce of Brussels under number 587163.

(hereinafter "Belgacom")

Both parties to this agreement being hereafter referred to, collectively, as the "Parties", or, individually, as a "Party"

WITNESSETH AS FOLLOWS:

WHEREAS, Belgacom and OLO are telecommunications operators which are active on the Belgian market and which, as further specified below, provide public voice telephony services and operate public telecommunications networks in Belgium;

WHEREAS, Belgacom represents that it has been granted by the competent Belgian authorities, on April 21, 1999, definitive individual authorizations for the provision to the public of voice telephony services and for the operation of a public telecommunications network on the whole Belgian territory;

WHEREAS, OLO represents that it has been granted by the competent Belgian authorities on *****[date]***** *****[a]***** definitive individual authorization *****[s]***** for *****the provision to the public of voice telephony services***** *****[and]***** *****for the operation of a public telecommunications network*****;

WHEREAS, Belgacom represents that it has obtained from the competent Belgian authorities on *****[date]***** a certificate for the implementation of Number Portability Services

WHEREAS, OLO represents that it has obtained from the competent Belgian authorities on *****[date]***** a certificate for the implementation of Number Portability Services

WHEREAS, the Parties have conducted negotiations and discussions in order to establish an effective number portability of geographical and non-geographical numbers between their respective telecommunications networks;

WHEREAS, Belgacom and other interested Operators have constituted under the supervision of the BIPT a Number Portability Task Force in order to advise the BIPT on technical, operational, regulatory and economic aspects for the introduction of Number Portability;

WHEREAS, Article 105bis of the Telecommunication law dated March 21, 1991 provides that Voice Telephony Service Operators with geographical numbers must allow the transfer of these geographical numbers within the same geographical area as of 1st January 2000 ;

WHEREAS, the Royal Decree of 16 March 2000 further provides specifics rules relating to the practical implementation of the Number Portability on the Belgian market.

WHEREAS, OLO and Belgacom signed on [date] an "Interconnection Agreement" and implemented an interconnection on that basis;

WHEREAS, the Parties have conducted all necessary compatibility and conformance tests in order to perform the Number Portability services covered by this Agreement *[verification required in each individual case whether there are any points outstanding or problem reports still open; if so, an additional reference needs to be included regarding the foreseen timetable for solution of outstanding matters]*;

The Parties hereby agree as follows:

ARTICLE 1. STRUCTURE AND INTERPRETATION

1.1 Structure

1.1.1 This Agreement includes Annexes which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute an integral part thereof, in particular:

Annexes:

- (i) Annex A "Glossary";
- (ii) Annex B "Service Description": Part B.1 of which contains the Belgacom Service descriptions and Part B.2 of which contains the OLO Service Description [TO be adapted according to the final version of the Service Description];
- (iii) Annex C "Billing and Accounting Document";
- (iv) Annex D "Service Level Agreement".

1.1.2 BGC and ***OLO*** agree that in order to implement the Number Portability Services, they need to recourse to the Interconnect Transit Service to Ported Geographic Numbers that is described in the Service Plan 50 and the corresponding Carrier Price List attached to the Interconnect Agreement that they concluded on ***Date***. The parties agree that they have accordingly amended the said Interconnect Agreement.

1.2 Interpretation

1.2.1 Should a conflict arise between the terms and conditions of the Regulatory Framework, the deliverables of the NPTF and PT meetings, those of this Agreement and those of any and or several of its Annexes, the order of precedence shall be the following unless otherwise agreed by the Parties in writing:

- Regulatory Framework
- the deliverables of the NPTF and PT meetings provided that these are agreed by the operators
- this Agreement, including Annex A
- Other Annexes to this Agreement in the order of precedence as enumerated in article 1.1
- Reference Documents as described in Annex A "Glossary"

1.2.2 Capitalised terms used in this Agreement and its Annexes shall have the respective meaning as specified in Annex A to this Agreement or as defined in another part of this Agreement or its other Annexes.

1.2.3 The definitions specified in Annex A and in the remainder of this Agreement shall apply equally to the singular and the plural forms of the terms defined. Whenever the context may so require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "including", "includes" and "in particular" shall be deemed to be followed by the expression "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory

requirement. The use of one or the other shall not mean a different degree in rights and obligations for either Party.

1.2.4 References herein to Articles, Sections, Paragraphs and Annexes shall be deemed as being references to Articles, Sections, Paragraphs and Annexes of this Agreement and amendments thereof as agreed upon between the Parties from time to time, unless otherwise expressly stated or required by the context.

1.2.5 Headings are inserted for convenience of reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement.

ARTICLE 2: SCOPE OF THE NUMBER PORTABILITY AGREEMENT

2.1.1 The Parties hereto shall provide to each other Number Portability Services under this Agreement, according to the service description and under the terms and conditions included in Annex B hereto.

2.1.2. The Parties may agree to amend the number portability Services and the terms and conditions under which the NP Services will be delivered, as described in the previous paragraph, within the framework of the STC and/or NPTF in accordance with and to the extent defined in the Regulatory Framework and reference frames established by the BIPT.

ARTICLE 3 : FINANCIAL CONDITIONS

3.1 General principles

3.1.1 Each Party shall pay the charges and fees calculated in accordance with, and within the time periods specified in this Agreement. Charges under this Agreement and its Annexes shall be exclusive of VAT and other taxes unless otherwise specifically stated in this Agreement or otherwise agreed by the Parties.


3.1.2 No other charges shall be payable under this Agreement by one Party to the other unless such charges are specifically referred to and agreed in this Agreement and its Annexes.

3.2 Retail Pricing Principles

3.2.1 Either Party, unless otherwise provided in this Agreement or in its Annexes and without prejudice to the applicable regulatory framework, shall be responsible for the setting of the tariffs that it applies to its subscribers and for the billing and invoicing of such subscribers.

3.3 Billing Principles

3.3.1 The billing and invoicing for Number Portability Services provided under this Agreement shall be made in accordance with the procedures and the conditions set forth in Annex C.

 3.3.2 In order to ensure the proper performance and integrity of the entire accounting and billing process, either Party will be responsible and accountable for transmitting to the other Party all relevant information and data according to Annex C. To this effect, the Parties shall record, store and exchange all Billing Data and Additional Billing Data in accordance with the rules and principles set out in Annex C.

3.3.3 Either Party shall provide to the other Billing Data and invoices for all amounts due to it, calculated in accordance with the provisions of Annex B, the Billing Document, the Carrier Price Lists and the Service Plans. In this respect, the Parties will follow and respect the relevant rules on billing and accounting set out in Annex C.

3.4 No deductions

For the sake of clarity, the Parties confirm that no deductions or reductions shall be made from the payments of any charges or fees due under this Agreement for any bad or unpaid debts or any unrecoverable claims (including, in particular, claims arising from fraud cases) that a Party may have against any third parties or against its own subscribers.

ARTICLE 4: TERM AND TERMINATION

4.1 Duration

This Agreement is concluded for an indefinite duration unless a Party notifies the other Party, six (6) months in advance that it wishes to terminate the Agreement.

4.2 Automatic termination

This Agreement will be automatically terminated without any further legal or other procedures, upon the occurrence of any of the following events:

- (i) the Parties jointly agree to terminate this Agreement;
- (ii) all the necessary individual authorisations covering the activities of one of the Parties under this Agreement are withdrawn by the competent authorities;
- (iii) the transmission of a Notice of termination by one of the Parties after the Party concerned has obtained, in accordance with the applicable regulatory framework, an authorisation of the competent Belgian authorities to interrupt all the services provided under this Agreement, a copy of which shall be attached to the Notice of termination;
- (iv) the receipt by one Party of an order from the competent authorities to interrupt all the services provided under this Agreement, a copy of which shall be attached to the Notice of termination;
- (v) the bankruptcy or entering into liquidation of one of the Parties.

4.3 Termination for default

The provisions listed in the present Article are without prejudice to any other legal remedies that may exist against a defaulting Party.

In the event that either Party defaults in the performance of any of its material obligation under the present Agreement and such default is not substantially cured within thirty (30) days after written notice is given specifying the default, or, if the correction of the default cannot be completed within thirty (30) days, such defaulting Party has not commenced the correction of such default within such thirty (30) days, then the non-defaulting Party may, giving written notice, terminate this Agreement immediately but without prejudice to any subsisting rights of either Party against the other.



Both of the above mentioned notices will be given in writing to the defaulting Party and to the BIPT, these notices will provide for a summary of the facts which are considered by the non defaulting-Party as constituting a default.

ARTICLE 5 : LIABILITY¹

5.1 General rules

5.1.1 Taking into account the nature of the respective activities of the parties, the risks associated with these activities and the consideration obtained by each Party for the Number Portability Services performed by such Party under this Agreement, parties expressly agree that their respective liability shall be limited as follows.

5.1.2 If either Party is held liable to the other Party (including such other Party's employee(s) and contractor(s)) under this Agreement, 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 this Agreement, then such liability shall be only subject to the limitation provided in Section 5.1.3;
- 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 this Agreement or the breach of such Party's obligations under this Agreement, then the total amount which can be recovered from such Party for any acts or omissions in any twelve (12) months period during the term of this Agreement shall, in no event, exceed an aggregate amount equal to BEF 50,000,000 (fifty millions), subject to the limitation provided in Section 5.1.3

5.1.3 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.

5.1.4 Either Party will be responsible for any claim for damages or penalties issued by such Party's respective retail subscribers as a result of the performance, or non-performance, of Number Portability Services under this Agreement. In addition, such Party will indemnify the other Party against any claim for damages or penalties issued by such retail subscribers and directed against the other Party in connection with Number Portability under this Agreement.

5.2 Force Majeure

5.2.1 Neither Party will be liable for any delay or failure to fulfil its obligations under this Agreement arising from any reasonably unforeseeable event to be objectively deemed as beyond the reasonable control of a competent Belgian telecom operator (all such event being hereafter referred to as "Force Majeure").

5.2.2 The Party affected by Force Majeure shall 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

¹ Will be applied unless decided otherwise by the chamber of interconnect of other court

order to find an equitable solution to the problems and difficulties caused by the Force Majeure.

5.2.3 The Party affected by 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 this Agreement, and shall perform those of its obligations not affected by a Force Majeure. In performing those obligations, the Party affected by the Force Majeure shall deploy its resources such that (when taken together with other obligations to its subscribers and other operators) there is no undue discrimination against the other Party.

5.2.4 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 this Agreement, 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.

5.2.5 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.

5.2.6 As soon as reasonably possible after the effects of the Force Majeure have ended, any outstanding obligation shall be fulfilled by the Party affected by the Force Majeure, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

5.2.7 Following a Notice of Force Majeure and if the effects of such Force Majeure continue for a continuous period of six (6) consecutive months or more from the date of the Notice of Force Majeure, the Party receiving the Notice of Force Majeure shall be entitled (but not obliged) to terminate this Agreement by giving not less than thirty (30) days Notice to the other Party, provided that such Notice shall be deemed not to have been given, if the Force Majeure ceases to have effect prior to the expiry of the notice period.

5.3 Accidents at work and Safety rules

5.3.1 Each Party hereby undertakes to provide insurance cover against accidents at work for its own employees in conformity with the applicable regulatory framework. 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.

5.3.2 Each Party shall conform to the 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, 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 this Article 5 hereinabove, each Party shall indemnify and hold harmless the other 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.

ARTICLE 6 : DISPUTE RESOLUTION AND APPLICABLE LAW

6.1 Governing Law

This Agreement shall be subject to Belgian law that shall also govern its interpretation and any dispute will be submitted to the Court of Brussels.

6.2 Dispute resolution procedure

In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this Agreement or with respect to the performance by either party under this Agreement, each Party will appoint a representative whose task will be to endeavor to resolve such a dispute or disagreement, or to negotiate a modification to any provision to this Agreement.

The designated representative will meet as often as the parties reasonably deem necessary. The representatives will discuss the problem or negotiate in good faith.

During the course of the negotiation, all reasonable requests for information made by one Party to other will be honoured to ensure that each Party is fully informed.

The above is without prejudice to the right of each of the Party to submit at any time prior to the full exhaustion of the dispute resolution procedure to any competent authorities and Courts concerned (including, in particular, the BIPT and the Belgian and European competition authorities) any complaints as deemed appropriate at the sole discretion of the Party calling the dispute.

6.3 Use of third party expert

In the framework of a dispute resolution procedure the Parties may require the intervention of a third party expert. In the event of such an intervention by a third party expert, the costs of the independent expert will be apportioned between the Parties in a manner to be agreed upon by the Parties taking into account the outcome of the investigation by the independent expert. Prior to undertaking his mission, the independent expert will need to provide the Parties with an estimate of the fees and costs he will incur and charge to the Parties. In the event of an intervention by a third party expert as referred to in the present Article, the Parties will each time ensure that the third party expert concerned is bound by adequate confidentiality obligations before carrying out its tasks in accordance with the provisions of the present Agreement.

ARTICLE 7 : NO ASSIGNMENT

7.1 Neither of the Parties is entitled to assign the present Agreement, 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. Any request for obtaining such a prior written approval shall be notified to the other Party by the Party intending to assign the Agreement at least two (2) months in advance of any such proposed assignment. The notified Party will have a period of twenty (20) Working Days, as from the notification to it of the full details regarding the proposed assignment, to take a position on the proposed assignment and to communicate its decision in this respect to the other Party. In case the notified party fails to take a position within the timeframe of twenty (20) working days, the request for assignment shall be deemed accepted. In the event no mutually satisfactory result can be obtained, any of the Parties can qualify the matter as being a Dispute and trigger the use of the escalation procedure set out in Article 6.2 without prejudice to the right of any of the Parties to refer the matter to the BIPT at any time.

No approval will be required for an assignment of this Agreement in the event a Party assigns this Agreement in its entirety to a successor, to which a transfer has taken place of, at least, the Assigning Party's activities covered by this Agreement, and provided the successor holds all the necessary authorisations to carry out the above-mentioned activities in Belgium, which authorisations must have at least the same scope as those of the Assigning Party for the activities in question. In such a case, the assigning Party shall immediately give Notice to the other Party of any such assignment permitted to be made under this Agreement without requesting the other Party's consent.

7.2 Without prejudice to the foregoing on the review of this Agreement due to an assignment, no assignment shall be valid under this Agreement unless the assignee agrees in writing to be bound by the provisions of this Agreement.

ARTICLE 8 : NOTICES

8.1 In the event of Notices under the present Agreement and unless stated otherwise in this Agreement, these Notices will be valid if addressed in writing and by registered mail to the following addressees with the addresses as indicated at the beginning of this Agreement for the Party concerned, respectively:

For OLO: TBD

For Belgacom: to the attention of the Belgacom Interconnect manager of OLO

The identity of the persons referred to above will be communicated between the Parties at the time of signature of this Agreement. Any change in the identity of these contact persons, or the addresses to which the Notices must be sent, shall be communicated to the other Party according in writing and by registered mail to the following addressees with the addresses as indicated at the beginning of this Agreement for the Party concerned, respectively:

For OLO: TBD

For Belgacom:

ARTICLE 9 : CONFIDENTIALITY

9.1 Confidential Information

9.1.1 For the purpose of this Section 9 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 this Agreement, 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

- the terms and conditions of this Agreement, subject to the provisions of the regulatory framework.

9.1.2 For purposes of this Agreement, "Confidential Information" does not include:

- information that is properly and lawfully in the public domain otherwise than by breach of this Agreement or any other obligation of confidence;
- information that was disclosed by a third party to the Receiving Party without restriction on disclosure or use, unless the Receiving Party had actual knowledge that this information was acquired unlawfully or by a breach of contract or fiduciary relationship.

9.1.3 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 this Agreement.

9.2 Non-Disclosure

9.2.1 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 this Agreement. In addition, the Receiving Party shall take any and all measures to ensure the confidentiality of this information. In any event, the Receiving Party shall use efforts commensurate with those that such Party uses for protecting the confidentiality of its own Confidential Information.

9.2.2 Notwithstanding the foregoing, 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.

9.2.3 Notwithstanding the general application of Section 9.3, the Receiving Party shall not use the Confidential Information in any way detrimental to the Party who consented to the disclosure.

9.2.4 The Disclosing Party shall remain free to disclose to third Party Confidential Information disclosed to the Receiving Party.

9.3 Disclosure to Personnel, Advisors or Suppliers

9.3.1 A Receiving Party shall disclose the Confidential Information received from the other only to its employees, agents, directors, consultants or advisors who have a need to know such information. Such Party shall ensure that such employees, agents, directors, consultants or advisors are bound by the obligations of confidentiality in respect of the Confidential Information that are set forth in this Agreement.

9.3.2 Notwithstanding anything to the contrary in the foregoing provisions, each of the Parties undertakes not to disclose Confidential Information to business divisions of their organization or business division of their Associated Companies that are engaged in activities competing with the other Party or the other Party's Associated Companies, unless such disclosure is according the regulatory framework and would be required for the commercial exploitation, in the normal course of business, of retail services that are dependent on the provision of Number Portability Services provided under this Agreement.

9.3.3 Either Party shall be entitled to disclose Confidential Information, which they received from the other Party, to their suppliers of goods and services provided and to the extent that they are able to demonstrate that these suppliers 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 which have obtained access to Confidential Information obligations to keep this information confidential, which are at least equivalent to the obligations imposed under this Agreement.

9.3.4 Each Party shall be liable under the limitations provided in Section 5, 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 therefrom.

9.4 Disclosure Required by Law

9.4.1 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 will have the right to disclose such information to the extent strictly necessary to comply with such requirements.. Without prejudice to the application of the foregoing, the Parties shall endeavor to ensure the confidential treatment of the Confidential Information by the third parties receiving such information as a result of such requirement.

9.4.2 Without limitation to the generality of the foregoing, either Party will have the right to disclose Confidential Information to the BIPT and/or any competent authority whenever required by law, or deemed reasonably necessary in the context of any proceedings or discussions held in front of or with the BIPT or the competent authority.. If any such disclosure of Confidential Information is made, the Party communicating the information will ensure that the attention of the BIPT and/or the competent authority is properly drawn to the fact that the information is confidential and that the information needs to be kept confidential.

CHAPITRE 10 REVIEWS and ADAPTATIONS

101. Review for change in underlying circumstances

10.1.1. In addition to the possibility for the Parties to agree upon any changes to this Agreement outside the scope of the review procedures included in this Section 10, a Party may seek a review of this Agreement or parts of this Agreement by serving a written review Notice to the other Party, when one or several of the events listed below occurs :

- (i) A decision or order is adopted by a competent authority, court, tribunal or other competent entity, acting within the powers attributed to them and following the procedures set forth in the applicable regulatory framework, which materially affects the content of this Agreement and/or the respective rights and obligations of the Parties under this Agreement, or which directly requires modifications this Agreement. In this case, the Party requesting the review shall send the relevant review Notice within six (6) weeks as from the date on which any such decision or order is binding, final and enforceable. The foregoing provisions are without prejudice to a Party's right to seek enforcement of decisions and/or judgements of a competent authority, court or tribunal on a provisional basis (e.g. non-final decisions or judgements and interim measures), whenever such provisional enforcement is available under the applicable rules and under the conditions set out in such rules.
- (ii) A modification takes place in any of the applicable laws and regulations materially affecting any of the Parties' right or obligations under this Agreement, or which are underlying this Agreement. In this case, the Party requesting the review shall send the relevant review Notice within six (6) weeks as from the effective date of the above modifications;

10.1.2. Any review Notice shall contain the reasons and justifications on which it is based and shall describe in reasonable detail what modifications and/or adaptations to the Agreement are proposed by the Party transmitting the review Notice.

10.1.3. Within a period of fifteen (15) Working Days as from the receipt of the review Notice, the Party receiving such Notice shall, through a reply Notice, provide the other Party with its comments on the review Notice. Such reply Notice may include additional items which the relevant Party wishes to put on the agenda of the review negotiations. The transmission of this reply shall trigger a period of negotiations between the Parties which shall not extend beyond three (3) months unless the parties agree otherwise.

ARTICLE 11 : MISCELLANEOUS

11.1 No unlawful action

None of the terms of the present Agreement shall be interpreted as requiring or authorising either of the Parties to take any action or steps or to conduct any activity which is not permitted under the applicable regulatory framework or for which the Party concerned does not hold the necessary authorisations or permits.

11.2. Fraud

The Parties accept to co-operate to the best of their respective abilities in order to prevent and eliminate any kind of fraud which involves the Number Portability between the Parties' respective Networks and/or Systems. If any of the Parties suspects any kind of fraud linked to the Number Portability, the Parties shall co-operate in order to identify the origin of the fraud and to use any appropriate means in order to eliminate and prevent the fraud concerned as soon as possible. For the purposes of the application of the present provision, fraud shall mean any manipulation of a public communications network, including by subscribers 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).

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.

11.3 Independent Contractors and Agency

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 this Agreement shall be deemed to constitute a partnership between the Parties.

11.5 Waivers

A failure by either Party to insist on the performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

11.6 Necessary approvals

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 this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which other Party is responsible.

11.7 Severability

If any part of this Agreement 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 Agreement 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 Agreement 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.

11.8 Entire agreement

This Agreement including the attached Annexes and Appendices represents the entire agreement between the Parties on the subject matters covered by this Agreement and shall be deemed to supersede and exclude all other agreements, arrangements, representations, understandings or other communications, whether written or oral, between the Parties, other than a variation or modification entered into in accordance with the relevant provisions of this Agreement and without prejudice to the provision of article 1.2.1.

11.9 Regulatory notifications

If requested by the regulatory framework, the signature of this Agreement, the Parties shall jointly transmit a copy of this Agreement, including all its Annexes and Appendices, to the BIPT in accordance with the rules prescribed in this respect by the applicable regulatory framework.

11.10 Language

The Parties acknowledge that the present Agreement is executed in the English language and that, if considered necessary by one of the Parties, the Parties shall jointly prepare a translation in Dutch and/or French of this Agreement.

IN WITNESS WHEREOF, OLO and BELGACOM have caused this Agreement to be executed in two (2) original copies, each Party acknowledging having received its original copy, by the hands of their duly authorised officers, on the date and year written below.

Brussels, DATE.



For Belgacom:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

For OLO:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

SERVICE DESCRIPTION

**Number Portability Service Description
for Geographic and Non-Geographic Numbers**



ANNEX A

ANNEX A - GLOSSARY

Network Operator Portability



ANNEX A

"Glossary"

The following terms will have, in this Service Description, the meaning set forth hereafter:

The following definitions are applicable as far as they are not in conflict with the definitions of the Royal Decree or the definitions of the NPTF. In case of inconsistency, the terms of the Royal Decree or of the NPTF will prevail.

Law:	Law of March 21 st , 1991 on the reform of certain public economic companies as amended.
Royal Decree:	Royal Decree of March 16 th 2000, published on April 13 th 2000 on the portability of numbers of subscribers to telecommunication services.
BIPT:	Belgian Institute for Postal services and Telecommunications.
Calls:	Establishment of a connection through a Network and the transmission and the delivery of a communication, from the terminal on which this communication has been generated to the terminal to which this communication is addressed, or to a Network platform, or to any other facility giving an automatic answer in the cases where the connection cannot be established.
Operators:	Telecommunication operators licensed under the applicable regulatory framework to operate a Network and/or to provide voice telephony services in Belgium.
Other Licensed Operator (OLO):	Operator other than Belgacom.
Donor Operator:	Operator from whose Network the number is transferred.
Recipient Operator:	Operator to whose Network the number is transferred.
Access Point:	Physical interface within Belgacom Network to which Interconnect Links can be connected (a similar physical interface is defined in the Operator's Network).
Subscriber:	Person or entity as defined in article 68 of the Law.
Network:	Public telecommunication Network as defined by article 68 of the Law.
Number Portability:	Number portability is a facility offered by an Operator enabling the Subscriber who so requests to retain his number(s) on the fixed public telephone Network and the integrated services digital Network, when changing his Operator, in the case of Geographic Numbers in the same geographic zone and in the case Non-Geographic Numbers at any location.

ANNEX A

NPTF	Number Portability Task Force is a working group initiated and chaired by the BIPT, composed of representatives of telecommunication operators who have Geographic or Non-Geographic Numbers allocated in their Network, in view of making recommendations with regard to Number Portability to the BIPT. These recommendations can be of a technical, operational, regulatory as economic nature in accordance with article 10 §1 of the Royal Decree on Number Portability.
Serving Functionalities:	Generic term covering, at present, the Transit Functionality, the Additional Conveyance Functionality and the Database Query Functionality as defined in the Royal Decree on Number Portability.
Geographic number:	Number as defined in article 10 §2 of the Royal Decree dd. 10 December 1997 on the Management of the Numbering Plan.
Non-Geographic number:	Number as defined in article 10 §3 of the Royal Decree dd. 10 December 1997 on the Management of the Numbering Plan with the exclusion of numbers allocated for mobile services.
Range(s):	The In-dialling plan can either consist of consecutive or non consecutive ranges, each range consists of series of 10 or series of 100. A range or ranges are included in, and can not exceed, a same number block as allocated by the BIPT.
Atypical traffic:	An atypical traffic pattern (f.i. massive traffic and explosive traffic) deviates from the normal traffic pattern (in terms of call attempts per second and Erlang values) such that specific modifications are required at the interconnection and network level before the numbers generating this traffic can be ported in order to guarantee a correct call treatment after the numbers are ported.
Service Plan	Description of the terms and conditions of the offer made by BGC of specific services.
Carrier Price List	List of the prices for the services offered by Belgacom within the frame of the interconnection.
Accounting and Billing Document	Document setting out the accounting and billing rules contained in Annex C to this Agreement
NPTF deliverables	Documents issued by the Project Teams of the NPTF describing a position on which the Chairman of the said Project Team has declared that a consensus has been reached.

ANNEX A



ANNEX A

See reference documents

- Block Portability (BP)
- Call Trap Function (CTF)
- Database Query Function (DQF)
- Directory Number (DN)
- Donor Network /Exchange (DON/DOE)
- Geographic Number (GN)
- Geographic Number Portability (GNP)
- Location Portability (LP)
- Network Operator (NO)
- Network Operator Portability (OP)
- Number Allocated Network Operator (NANO)
- Originating Network/Exchange (ORN/ORE)
- Point of Interconnection (POI)
- Ported Number (PN)
- Ported-In Number (PIN)
- Ported-Out Number (PON)
- Range Analysis Function (RAF)
- Real-Time Database (RTDB)
- Recipient Network /Exchange (REN/REE)
- Reference Database (RFDB)
- Routing Information (RI)
- Routing Information Addition Function (RIAF)
- Routing Number (RN)
- Routing Prefix (RP)
- Second Number (SN)
- Service Portability (SP)
- Serving Network (SEN)
- Serving Network Functionality (SNF)
- Transit Network/Exchange (TRN/TRE)
 - All Call Query (ACQ)
 - Onward Routing
 - Query on Release (QoR)
- Common Reference Database (CRDB)
- Common Reference Database Centre (CRDC)
- Donor
- Network Portability Due Date or NP Due Date
- Originating OLO
- Party or Participant
- Recipient
- Subscriber

See BRIO

- Access Area (AA)
- Access Point (AP)
- Point Of Interconnection (POI)
- Access Gateway Exchange (AGE)
- Working Day (WD)



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SERVICE DESCRIPTION

Number Portability Service Description for Geographic and Non-Geographic Numbers

This document contains the Number Portability Service Description for of Geographic and Non-Geographic Numbers, in Belgium, as described in Article 105bis of the Law of 21 March 1991.

The present Service Description can be used when OLO with NP certificates for geographic and non-geographic numbers is a Public Network Operator as well as when OLO is only a Voice Telephony Service Provider. In the latter case, the references to "System" and "Point of Presence" are applicable where these are indicated in this Service Description as an alternative to "Network" and "Access Point".

1 Description

Number Portability can be defined as a facility offered to a Subscriber by a Operator which enables the Subscriber who requests to do so, to retain its Geographic or Non-Geographic number on the fixed Public Switched Telephone Network or on the Integrated Services Digital Network when changing from an Operator to another.

The present document summarises and refers to the inter-operator operational processes that are applicable to GNP and NGNP and that must be followed by all parties involved.

The present "Number Portability Service Description for Geographic and Non-Geographic Numbers: Service Provider Portability" describes also the Serving Functionalities in relation with GNP and NGNP, which depend, as is further described below, on the type of calls and the technical solution on the Access Point that is implemented by the parties concerned in this agreement.

The document contains a generic part with appendixes and annexes which are operator specific.

In this document, to facilitate the perceptibility some references are made to Service Plans that were used before 1/1/2000. Such references are references to the Service Plans contained in the IC agreement concluded between Operators (these Service Plans are Belgacom's Service Plans as well as OLO's Service Plans) provided these Service Plans include the necessary modification to cope with the consequences of Number Portability.

The present document covers the different aspects of Geographic and Non-Geographic Number Portability and is structured as follows:

Section §1 and Section §2, contain the definition of the Number Portability Service for Geographic and Non-Geographic Numbers, as mentioned here above and the different prerequisites associated with it.

With regard to the technical specifications and services related to NGP and NGNP, an overview of the internal technical solution and the services offered on the incoming and outgoing Access Points, taking into account the different types of calls, is provided respectively in Section §3 and Section §4. These Sections are also referring to the different Serving Functionalities described in the present Service Description and reference is also made to Service Plans contained in the IC agreement concluded between the Operators, as described here above.

A dedicated Section is also included to list the other technical specifications on the Access Point (see Section §5). These other technical specifications must be negotiated on a bilateral basis.

Section §6 covers the inter-operator operational processes with regard to GNP and NGNP. This Section describes more specifically the relationship between Service Provider / Service Subscriber in case of NGNP and the GNP and NGNP provisioning process, the CRDC, the Code of Conduct and the Listing entries. Forecasting Testing of Routing Numbers, Porting requests for Geo numbers subject to judicial inquiries, and Porting outside business hours.

As far as the Accounting and Charging principles are concerned, Section § 7 covers as well the one-time fee per Number Portability Request as well as the traffic-related fees for Serving Functionalities, the fees for porting of assigned and reserved numbers, the fees related to the porting outside business hours and also the recovery of Number Fees for ported numbers. This Section also refers to Service Plans contained in the IC agreement concluded between the Operators (these Service Plans are Belgacom's Service Plans as well as OLO's Service Plans). A reference is also made to a number of general principles (such as the manner in which and the time periods applicable to the invoicing between the parties concerned) that are included in different Annexes of the IC agreement concluded between the Operators (see Section §8).

Section §9 is dedicated to the tests required for each OLO before it is possible to participate in GNP and NGNP.


Finally, the Price List, described in Section §10, contains the elements included and quoted in the Ministerial Decree, the fees related to porting outside business hours and other chargeable elements.

The Reference Documents contained in the different Appendixes of the present Service Description are listed in Section §10.

2 Prerequisites

- (1) Number Portability of mobile numbers is out of the scope of the Number Portability Service Description.
- (2) Block Portability feature is out of the scope of this Number Portability Service Description.
- (3) The Non-geographic numbers could be extended with services not yet documented in this document. Traffic related fees if different from those as currently described in this document would be added in a specific appropriate addendum. (E.g. Personal numbers,...)
- (4) In the event of porting of Numbers for atypical traffic¹, this special case must be negotiated on a bilateral basis in order to define the specific actions to be taken in the relevant Network/System and the related cost associated. The Recipient who has an overall responsibility will initiate the specific actions. All parties will provide to the Recipient an indication when atypical traffic is involved to their best knowledge, without undertaking specific investigative actions to detect this.
- (5) Assumption is made that the Service Provider ensure that any company with whom they have a contractual relationship for the purpose of reselling their numbers are contractually obliged to allow the users of the numbers, know as Subscriber, to port to another Service Subscriber / Service Provider. It is also important that this obligation is handed on if multiple Service Subscribers are cascading in the provision of a number to a Subscriber.
- (6) Non geo Internet dialup numbers, excepted as otherwise agreed between parties, shall be handled as a geo number(s) for NP charging and NP processing.

3 Internal technical solution

 The internal technical solutions for Geographic and Non Geographic numbers are operator dependant and described in Annex D.

¹ As defined in the Reference Document "NPTF – PT3: Database and operational aspects."

4 Services and technical specifications on the Access Point

This Section covers the services and the technical specifications on the incoming and outgoing Access Points.

For more details on the technical solutions, numbering, addressing, routing, signalling impacts and inter-working with other services, as described in the present Section, see Reference Documents:

- For GNP: NPTF – PT2: Network architecture and Signalling
- For NGNP: “NG NPTF – PT2: Network architecture and Signalling”.

For the sake of clarity, calls in which RN prefixes the Directory Number of the called party are here after referred to as calls prefixed by a RN.

Refer to Annex A for the specific service, routing conventions and technical specifications on the Access Point for both involved parties.

5 Other possibilities for technical specification on the Access Point

With regard to NP, other technical specifications, than the ones referred to above, can be foreseen on the Access Point. These technical specifications must be negotiated on a bilateral basis taking into account the existing documents on that topic and then included in an appropriate agreement.

For more details on the technical solutions, numbering, addressing, routing, signalling impacts and inter-working with other services, as described in the present Section, see Reference Document “NPTF – PT2: Network architecture and Signalling”.

For GNP these other technical specifications may include, but will not be limited to:

- The routing of calls to ported numbers based on routing number (RN) C00XX;
- The routing of calls to ported numbers based on routing number (RN) CPQYZ not corresponding to the routing conventions referred to in Annex A.

For both GNP and NGNP;


- The routing of calls to ported numbers based on DN-only when the Serving Functionalities have been performed by OLO (Originating OLO).

However, such technical specification can only be followed and provided in the event that an appropriate agreement is concluded between the Operators . This is especially true in the case of DN-only routing where an increased risk of loops is present.

6 Operational Processes

This Section covers the inter-operator operational processes defined for and applicable to GNP and the NGNP relationship between ²Service Provider(s) / Service Subscriber(s) / Subscriber(s). These processes contain the mutual responsibilities and must be followed by the Operators that participate in NP.

Reference Document “NPTF – PT3: Database and operational aspects. ”, constitutes the applicable reference framework for NP operational processes pursuant to this Service Description.

 ² For the definition of Service Provider (SP), Service Subscriber (SS) and Service User (SU) see Reference Document “NGNP-PT1: Service description Number Portability for Non-geographic Numbers”. The definition Subscriber (S) refers to the party who has the porting rights defined in the RD art.8

6.1 Main NP operational processes

One of the main NP operational processes with regards to this Service Description is the NP provisioning process (including the validation and activation phases). This process and the main NP principles, developed in more details in the above mentioned Reference Document, are the following:

6.1.1 NP provisioning process.

A Subscriber, who requests to retain his Number on the fixed telephone Network when changing its Network Operator, will have to contact the Operator (Recipient) to which he wants his numbers to be ported. The Operator concerned, will send a "NP request" message to the Donor in the prospective of the activation, from a specific due date, of the Subscriber's Number or range of Numbers.

6.1.2 Number Portability Request – Letter of Authorisation (LoA)

6.1.2.1 For GNP:

For each "NP Request" message transmitted to Donor, the Recipient should obtain from the Subscriber concerned a signed letter of authorisation before the activation of the porting ("NP Exec" message) in case of Subscriber not subject to VAT or before the "NP Request" message in case of a Subscriber subject to VAT. This letter of authorisation, hereafter referred as GNP LoA, must certify in particular that the Subscriber is owner of the line on which he requests and authorises Donor to manage the "NP Request" message until the activation.

This GNP LoA can be requested by Donor as defined in Appendix I. If the Recipient is not able to provide a copy of the signed GNP LoA after an agreed timeframe from the activation of the porting in case of a Subscriber not subject to VAT or before the end of the validations in case of a Subscriber subject to VAT, Donor will put the porting on hold. In case of unauthorised use of the process or non-respect of the clauses as described above, Donor reserves the right to take any regulatory and/or judicial action against the Recipient.

The applicable mandatory/optional information, format and validation period, as well as the conditions under which a GNP LoA can be requested are described in Appendix I.

6.1.2.2 For NGNP:

When a Subscriber has received its number from a Service Subscriber (SS), the Subscriber must have the same facility to port to a Recipient Service Provider or to a Recipient Service Subscriber. Subscribers have the right to port their non-geographic numbers³ as defined in the Royal Decree for Number Portability:

The Recipient Service Provider should obtain (possibly via the Recipient Service Subscriber) from the Subscriber concerned, a signed letter of authorisation (NG LoA) before the encoding a "NP Request" message towards the Donor Service Provider.

The Donor Service Provider can request this NG LoA when this is reasonably justified on the basis of all relevant circumstances such as a conflict with the Subscriber and also in the following situations:

- This NG LoA shall all times without any delay be forwarded by the Recipient Service Provider if the NPR results from a Subscriber's porting demand for a NGDN serviced and impacting a Donor Service Subscriber.
- The copy of the NG LoA will be in possession of the Donor Service Provider within the same day of the first NPR validation day. If in this case the Recipient Service Provider is not able to provide a copy of the signed and fully filled NG LoA, the NPR will be rejected. In case of unauthorised use

³ It is therefore important that the Operator (GNP) / Service Provider (NGNP) ensure that any company with whom they have a contractual relationship for the purpose of reselling their numbers are contractually obliged to allow the users of the numbers, know as Subscriber, to port to another Reseller / Agent (GNP) or Operator (GNP) / Service Subscriber (NGNP) or Service Provider (NGNP). It is also important that this obligation is handed on if multiple Resellers / Agents (GNP) or Service Subscribers (NGNP) are cascading in the provision of a number to a Subscriber know as the End User.

of the process, The Donor Service Provider reserves the right to take any regulatory and/or judicial action against the Recipient Service Provider.

All "NP Request" messages must have, when known by the Recipient Service Provider an indication whether the intended's traffic profiles will be atypical or non.

6.1.3 NP Request - additional information

Moreover, in order to reduce the risk of unwanted portings, Donor requires from the Recipient additional information in the "NP Request" message such as the VAT number for a Subscriber subject to VAT and the Subscriber identity and/or installation address for a Subscriber not subject to VAT, as described in detail in reference document "NPTF – PT3: Number Portability Operational Aspects".

After reception by Donor of a "NP Request" message from a Recipient, Donor will first check the validity of the request in order to be able to proceed afterwards to the activation. If Donor confirms the validity of the "NP Request" message, the activation will be launched when Donor will have received from the Recipient the "NP Exec" message. Once the porting is effective, all the other participants will be informed of the porting by the CRDC (as described in § 6.2).

6.1.4 Timers - general

All the timers and dedicated messages between Donor and the Recipient required for the GNP provisioning are described in detail in reference Document "NPTF – PT3: Number Portability Operational Aspects".

6.1.5 Validation rules and Rejection codes

The technical and commercial validation rules and associated rejection codes must be agreed between Donor and the Recipient, as described in reference Document "NPTF – PT3: Number Portability Operational Aspects".

These validation rules include in particular the rejection of a "NP Request" message by Donor if the Subscriber concerned is in minimum service, is disconnected due to non-payment of his bills or has not paid his first bill.

6.1.6 Completion of porting

A porting by Donor will be considered as done, as soon as Donor has sent the "NP Ready" message to the CRDC. All traffic related fees for Serving Functionalities, as described in § 7, become applicable as of this moment.

6.1.7 Wrongful porting

The Recipient shall deliver correct information in the "NP Request" to Donor. This responsibility is independent from the control and verifications, performed by Donor, on this information for operational and legal purposes.

When a Subscriber of Donor is ported without his/her agreement or due to wrong relevant information in the "NP Request", this Subscriber will be ported back and Donor will charge to this Recipient the cost incurred for any administrative treatments and/or technical interventions, and this Recipient will be held responsible for any direct damage caused to this Subscriber.

The Recipient will be responsible for restoring the initial situation in the CRDC after the number is ported back to Donor.

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23/04/01

When a Subscriber of Donor is ported without his/her agreement due to wrong handling of the "NP Request", donor will restore this Subscriber's access to his/her initial situation.⁴

6.1.8 Subscriber access in- and outgoing traffic

The limitation of the time span during which the Subscriber can not receive calls due to the NP process is a shared responsibility between Donor, the Recipient and the CRDC. Each Operator will at all times use its best efforts to assure this gap is reduced to a strict minimum, by foreseeing the necessary flexibility and processes at its side.

Attention is drawn to the fact that the Recipient is to be held responsible for the time span during which the Subscriber can not make outgoing call traffic due to the NP process, and notably for the outgoing calls to the emergency services.

Refer to reference Document "NPTF – PT3: Number Portability Operational Aspects ", for all the other processes and responsibilities related to NP.

6.2 CRDC

All information and messages that are exchanged between all the participants related to NP is performed and registered via the Common Reference Database Centre, hereafter referred to as CRDC. The CRDC constitutes the applicable reference framework for all the messages exchanged between all the NP Participants.

The CRDC manages also the Common Reference Database, hereafter referred to as CRDB, containing all the effective ported Numbers and constituting also the reference in this domain.

For more details with regard to this 6.2, reference is made to the documentation of the NP Temporary Association.

6.3 Code of conduct

The parties must fully comply with the relevant provisions of the Law of July 14, 1991 on the trade practices and the information and protection of the consumer.

If a delay arises in the NP request handling process, the Recipient will not attribute the fault for the delay to the Donor in its communication with its Subscriber, but will stress that all parties are working together to resolve the difficulties. The Donor will also comply with this rule.

All the authorised direct contacts, mainly to cover operational NP issues, between the Operators will be approved and documented in a bilateral agreement. Communications outside the official channel represented by the CRDC shall be limited and must be limited to what is reasonably necessary on the basis of all relevant circumstances.

The Recipient must inform its Subscribers clearly, about which contact point should be contacted in the event of problems with the NP service. The Recipient receiving a fault report from its Subscriber will not criticise or make derogatory remarks about the Donor.

When the Donor is contacted by the Recipient Subscriber regarding a problem with its NP service after the porting is effective; Donor will ask Subscriber to contact directly the Recipient concerned if the problem is not on the Donor side. Donor will not criticise or make denigrating remarks about that Recipient when it receives the query.

⁴ See appendix 2 , section 11.2.2

Any letter confirming the acceptance of a "NP Request" sent by Donor to its Subscriber, any communication covering the NP process, shall provide correct and neutral information. This letter or communication has to be neutral with regard to the Recipient. Donor expects the same behaviour of the Recipient .

In its commercial approach and procedures towards the potential Subscriber, the potential Recipient will not provide misleading information to this Subscriber concerning Number Portability, in accordance with the Belgian Law and will include Subscriber's explicit agreement to port its numbers.

All above principles, must be followed by Donor and Recipient with regard to the Customer Care process relating to NP (see in Reference Document "NPTF – PT3: Database and operational aspects " in which further details are included).

6.4 Listing Entries

Donor and Recipient which have subscribed to the appropriated Belgacom Interconnect Service Plan and or contract in relation to the " Listing Entries", are responsible for taking the necessary actions related to ported Numbers of a specific Subscriber as described in the said Service Plan.

6.5 Forecasting

Are excluded from article 6.5, the operators that port per year less then:
500 simple installations and/or 12 complex installations
(for definitions simple and complex installations: see Ministerial Decree Number Portability)

For GNP:

Forecasts, containing the expected volumes of "NP Requests" per installation type, will allow the Donor to plan sufficient resources enabling the Donor to meet the Recipient demand. At all times the Recipient shall use its best endeavours to provide accurate Forecasts, within the time frames, under the conditions and with the effect as specified below in this section.

For the purpose of the Forecasting, any given calendar year is divided into four quarters:

- First quarter: 1 January to 31 March;
- Second quarter: 1 April to 30 June;
- Third quarter: 1 July to 30 September; and
- Fourth quarter: 1 October to 31 December.

The forecasted figures are binding for a consecutive frozen period of (2) two quarters which follows the current initiated quarter. The third and fourth quarters are not bind and may be modified during the first quarter period.

For the sake of clarity, it is confirmed that for all matters related to the Forecasting process, an agreement between the parties is only binding for the donor if it is confirmed in writing by the Donor Chief Negotiator who has been appointed to the Recipient by the Donor.

The Recipient shall submit to the Donor a first Rolling Forecast during each quarter of the 1-year period. It must be sent by registered mail to the Chief Negotiator who has been appointed to the Recipient by the Donor.

Subsequent Rolling Forecasts will be sent on a quarterly basis, at the latest 1 week before the end of the related quarter.

Each forecast must cover a period of two (1) years starting with the quarter following the quarter Q1 in which the forecast is submitted and must contain the expected volumes to be ported.

For NGNP:

Forecasts, containing the expected volumes of "NP Requests" per VAS type, will allow the Donor Service Provider to plan sufficient resources enabling the Donor Service Provider to meet the Recipient Service Provider demand. At all times the Recipient Service Provider shall use its best endeavours to provide accurate Forecasts, within the time frames, under the conditions and with the effect as specified below in this section.

NGNP forecasts process

This section deals with the need for Service Providers to exchange NPR forecasts.

Recipient Service Provider NPR forecasts is required by the Donor Service Provider to plan service desk resource and the dimensioning of NGNP NPR handling systems. The forecast will provide a forward look of three calendar months and will be updated each month.

Progressive rolling forecast:

The month following the current initialised one is binding but corrections can be made for the following two months.

The forecast shall indicate the number of numbers to be ported. By either Recipient Service Provider range order is to be treated as the total quantity of the numbers in the range, even though the NPR placement is a single transaction. The NGNP NPR forecast shall be split into VAS categories that allow forecasted numbers to be matched to the service platform(s) of the Recipient Service Provider.

Assumptions can be drawn as to the distribution of NPR placement during a month. If a peak is expected, then this may require bi-lateral agreement between the Donor Service Provider and Recipient Service Provider.

The first NGNP forecast is required at the start of contract signature

Once a Service Provider has completed the CRDC compliance- and the end to end test, then forecasts shall be provided on the third Monday of each month.

6.6 Porting outside the business hours

6.6.1 For Geographic Numbers

The business hours are those as indicated by the donor .

Donor shall execute porting outside business hours under the following conditions: For the pricing see appendix 2.

6.6.1.1 Simple installations

For the installation types PSTN or full ISDN (BA), the following offering is available:

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Every business day after its official business hours, the donor accept the execution of NP Exec during a window as expressed in the appendix 2.

To allow the sending of NP Ready, the last NP Exec will not be sent later than a quarter of an hour before the termination of the OBH window.

Any non-RFS situation pending at the end of the OBH window will be processed the next business day.

NP Requests can also be accepted during this OBH window but the timers T1 and T2 will start the next business day at 08:00.

The Donor reserves the right to charge the Recipient a supplementary amount as indicated in appendix 2.

The Recipient has to arrange the porting activities with its customers within this timeframe agreed with Donor.

6.6.1.2 Complex installations

For the installations types Complex (i.e. PABX with PRA(s)), the following offering is available:

Every Tuesday, except on bank holidays, from 06:00 till 08:00, Donor will accept the execution of NP Exec for Complex installations. If the Tuesday is a bank holiday, then the porting will be executed, same hours, the next business day.

Donor reserves the right to charge the Recipient a supplementary fee as indicated in 11.2.1 of appendix 2.

The Recipient has to arrange the porting activities with its customers within this timeframe agreed with Donor.

6.6.2 For Non-geographic numbers

The Business Hours for the activation of the non – geo numbers are determined in the Reference Document "NPTF – PT3: Database and operational aspects". For service quality reasons it is recommended to focus, like for Complex Geo Numbers, on the Tuesday forenoon between 10:00 and 13:00 hours for Non -Geo NP activation outside the business hours.

6.7 Testing of Routing Numbers

The launch of NP not only requires proper functioning of all porting processes and routing information retrieval, but also that call from or to anywhere is successful. This latter aspect depends on the correct routing information retrieval functionality and on the correct implementation of the routing numbers (RN) throughout the whole network.

The implementation of a routing number (RN) in the network should be tested before its first usage in a real porting.

Without this test, there is no guarantee that the RN is correctly implemented and that the concerned Subscriber can receive calls originating in or transiting through the network.

This test requires that the Recipient imports test numbers from the Donor Operator. ANNEX B explains the donor and recipient test procedures for Geo and Non - Geo numbers

6.8 Porting request for numbers subject to judicial enquiries

To allow the judicial authorities to rearrange their needs with the Recipient, Donor will treat a "NP Request" subject to judicial observation or associated with a phone-tapping condition in accordance with the legal obligations related to the subject.

7 Accounting / Charging

7.1 One-time set-up fee per installation.

This one-time fee covers the costs incurred by the Donor for setting up a line/number ready for GNP and NGNP. This fee will be invoiced by Donor to and is payable by the Recipient or Recipient Service Provider, according to tariffs set out in the latest published Ministerial Decree.

7.2 Traffic related fees for Serving Functionalities.

For handling a call towards a ported number, several Serving Functionalities have to be performed. These Serving Functionalities can be performed:

- either by the originating OLO itself (in case where this OLO decides to perform the Serving Functionalities);
- or by the NANO (or possibly by a serving OLO different from NANO and from originating OLO, chosen by originating OLO) in case the originating OLO decides to make onward routing.

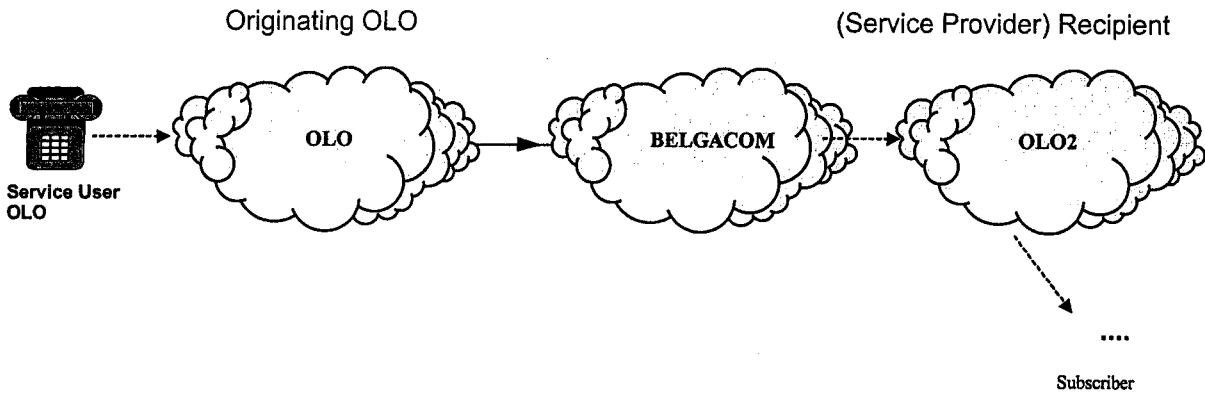
See ANNEX C for donor's positions

The traffic related fees are set forth in the latest published Ministerial Decree.

For a description of the Serving Functionalities , reference is made to the NPTF- PT4 Economic aspects.

7.2.1 The Transit functionality (1)

The Average Porting Conveyance Costs corresponding to the Transit Functionality are described and included in the appropriated current Interconnect Service Plans.

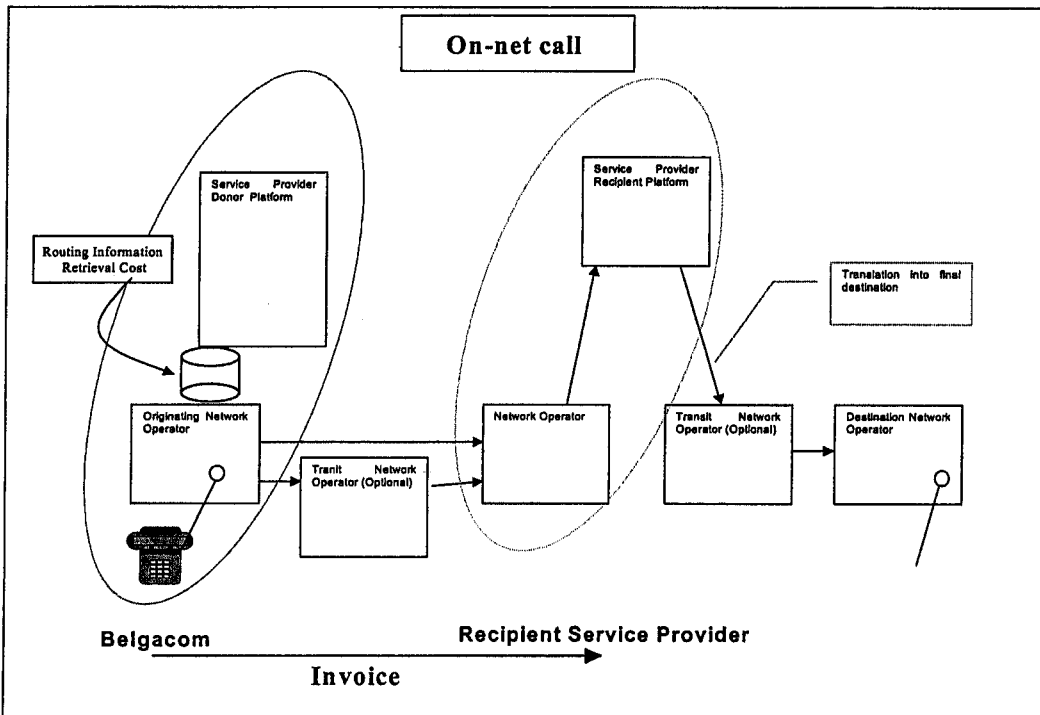


See Annex C for GNP Serving Functionalities

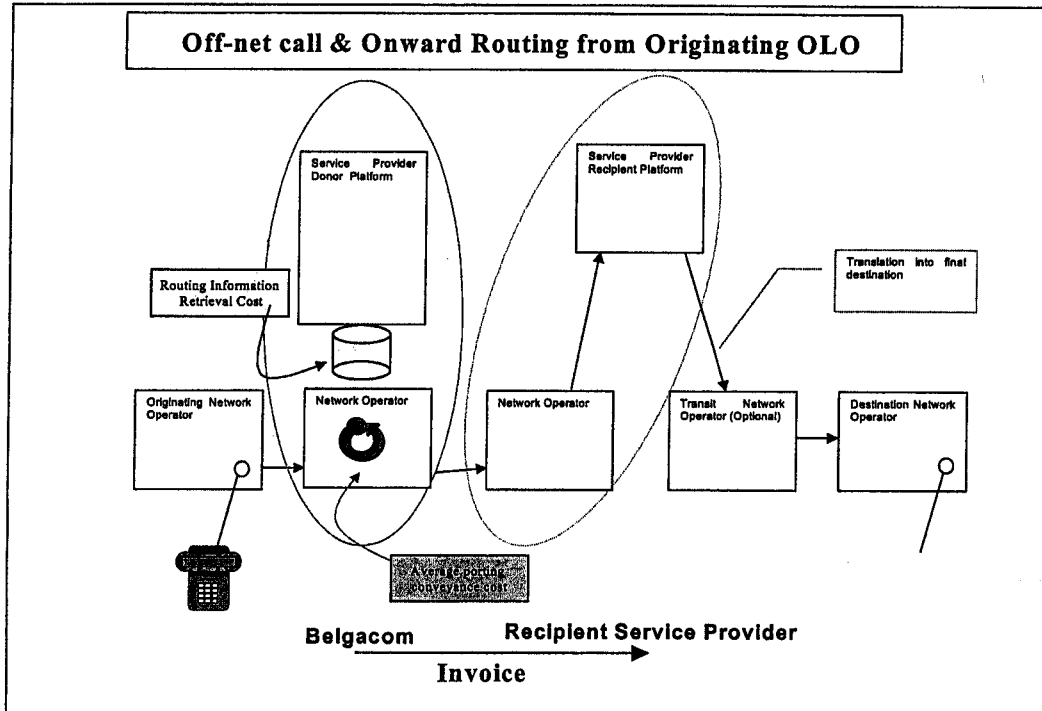
7.2.2 Database Query functionality (2)

The Routing Information Retrieval functionality (RIR)(corresponding to Database Query Functionality) is described in PT-4.

7.2.2.1 Illustration : NGNP on-net calls



7.2.2.2 Illustration : NGNP off-net calls with Onward Routing from originating OLO



7.3 Fees for Porting of Assigned and Reserved Numbers

The one-time fee, as described in § 7.1, is also applicable if the NP Request concerns reserved or assigned numbers will be invoiced to the recipient. In the latest published Ministerial decree the additional charge for the porting of assigned and/or reserved numbers is indicated.

7.4 Fees for a Porting outside the business hours (OBH)

An additional one-time fee for single numbers or ranges will be charged for a NP activation request emitted - or when the porting is terminated with the donor's "NP Ready" message outside the business hours. (see appendix 2 point 11.2.1)

This charge will reflect, without any discrimination, donor's tariff applied too its subscribers requesting the same service.

7.5 Recovery of Number Fees for Ported Numbers

According to the Royal Decree on the management of the numbering plan, the BIPT invoices the donor for the numbers initially allocated to the donor. For numbers ported to another Recipient, donor will bill the cost to the Recipient as described in the Royal Decree on Number Portability who will have to pay these amounts according to the same rules as defined in the Royal Decree for Number Management for the numbers initially allocated to donor and ported to the Recipient.

8 Specific Conditions

The prerequisites and preliminary remarks included in the Annexes C, and E of the Interconnection Agreement concluded between Belgacom and the OLO are valid under and are applicable to this Service Description.

Annex C: Overview of the technical Specifications

Annex E: Planning and Operations

9 Test Manual

Before participating in NP, a new Network Operator needs to successfully execute the following tests:

- IFT 1.1 to 1.3 ; 2.1 TO 2.12 ; 4.1 and 4.2 for a Geographic Number porting of its choice (PSTN, ISDN, PRA, ...)
- IFT 1.1; 2.1; 2.4; 2.7; 2.9; 2.11 for a porting of Non-Geographic Number
- IFT 3.1 ; 3.2 ; 3.3 for a number of choice

Test references are described in reference document "NPTF – PT6: Test Manual".

These three test sets correspond to tests 1a, 1b and 1d described in this reference document.

The new Operator concerned is free to choose a partner for these tests among the different Participants in NP.

Donor shall receive from the new Operator sufficient proof that it has successfully performed these tests on live numbers both in the case where the Operator is the Recipient and the Donor. This proof can, for instance, be provided through CRDC log reports. Any other type of proof will need to be approved in advance by Donor.

10 Price List

10.1 One time fee, Serving Functionalities, and other in the MD published fees

Refer to the prices and fees defined and published in the latest Ministerial Decree.

10.2 Fee for a Porting Outside Business Hours.

This charging is an activation fee per installation for ported number(s) that will be invoiced by the donor to the Recipient as explained in § 7.4 above.

11 Appendixes

11.1 Appendix 1 "GNP & NGNP LoA"

[1] Geo NP Letter of Authorisation

Guidance concerning the GNP LoA usage

- The GNP LoA is proof that an NPR is legitimate
- There is no formally agreed GNP LoA format, but the GNP LoA should comply to the following conditions:

11.1.1 Mandatory information on the GNP LoA:

- the readable name and signature of the holder or the signing authority should be on the dated GNP LoA
- if applicable the company name
- the GNP LoA should contain the directory number(s) or range(s) to port
- the name of the recipient operator
- the subscribers textual agreement to port its numbers must be in the GNP LoA

11.1.2 Optional information on the GNP LoA:

- additional subscriber information (no impact on timer T1)
 - mail address
 - Donor's Customer ID
 - Type of installation (PSTN – ISDN – COMPLEX)
 - for subscriber subject to VAT: his VAT number
 - Customer segment (Residential or subscriber subject to VAT)
 - Contact name and phone
 - the validity period of the Geo LoA (Default 6 months)
 - the current installation address in relation with the DN(s) or range(s)
 - the subscriber's expected "NP Due date" for the activation of the porting

[2] Document on Letter of Authorisation for NGNP LoA.

Non-Geo Letter of Authorisation (NG LoA)

The NG LoA is a proof that the Recipient Service Provider's NPR is legitimate. There is no formally agreed NG LoA format, but the NG LoA should comply with the following conditions:

11.1.3 Mandatory information on the NG LoA:

- the legible name and signature of the Subscriber ⁵ or the Company name requesting the porting of the marketing number(s) or range(s) or the signing authority ⁶
- the date of signature
- the NG LoA should contain the non-geographical directory number(s) or range(s) to port
- the name of the Service Provider .

⁵ see chapter 6 for description

⁶ Signing authority: the person known by donor as the holder or who has the authority to sign

- the Subscriber textual agreement to port its numbers must be in the NG LoA.
- If expected, the information that the marketing number serves atypical traffic.

- Textual in the NG LoA (language dependant):

English text: « The signatory of the present document acknowledges that it is fully liable for the accuracy of the information herein contained and undertakes to pay any and all damages incurred by the subscriber due to or caused by this porting request. The signatory shall also indemnify the service provider for any and all claim for damages issued by the subscriber in connection with the performance of this porting request.»

Nederlandse tekst: « Door de ondertekening van dit document bevestigt de ondertekenaar volledig aansprakelijk te zijn voor de juistheid van de verstrekte informatie en gaat hij ermee akkoord alle schade die de abonnee zou kunnen lijden ten gevolge van deze aanvraag tot overdracht te vergoeden. De ondertekenaar zal eveneens de dienstverlener vergoeden voor elke eis tot schadevergoeding vanwege de abonnee met betrekking tot de uitvoering van deze aanvraag tot overdracht.»

Texte Français: « Le signataire du présent document reconnaît qu'il assure l'entière responsabilité de l'exactitude des informations y contenues et s'engage à indemniser l'abonné de tout dommage généralement quelconque subi en raison de, ou à la suite de la présente demande de portage. Le signataire indemniser également le fournisseur de services de tout préjudice résultant d'une réclamation de l'abonné en relation avec l'exécution de la présente demande de portage. »

Deutscher Text: « Der Unterzeichner des vorliegenden Dokuments erkennt, dass er für die Genauigkeit der enthaltenen Informationen voll und ganz haftet, und verpflichtet sich, den Teilnehmer von jedem Schaden zu entschädigen, den dieser aufgrund oder infolge des vorliegenden Portierungsantrags erleiden könnte. Der Unterzeichner wird ebenfalls den Diensteanbieter von jedem Schaden entschädigen, der aus einer mit der Ausführung des vorliegenden Portierungsantrags verbundenen Beschwerde des Teilnehmers hervorgeht. »

11.1.4 Format & Validation criteria of a NG LoA:

As long as the mandatory information is recorded on the NG LoA:

- the NG LoA content can be integrated as part of the recipient's contract
- the NG LoA can be a specific form of the recipient
- additional information to facilitate the Recipient Service Provider own validation process may be included (E.g. the name of the Donor Service Subscriber if different of the Donor Service Provider).

11.1.5 Validity period of the NG LoA

- The NG LoA is valid only if the NG LoA is signed no longer than 1 months before the corresponding NPR date, excepted as otherwise agreed between parties.
- The normal archive period of the NG LoA will be limited to 6 months after the initial NP Due date, except if the porting is subject of a protest or complain by the subscriber or if the donor is questioning the authority of the holder "Subscriber". In this instance, and this is case by case dependant, the time needed till the case is closed.

11.1.6 When does the Donor Service Provider expects that the Recipient Service Provider is in possession of the NG LoA:

- the Subscriber must confirm through the channel of the Recipient Service Provider each porting request via an NG LoA

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- the NG LoA is mandatory for any Subscriber, subject to VAT or not, requesting a porting (including "VAT excluding customers")
- the NG LoA needs to be in the Recipient Service Provider possession before it sends the NPR message (number portability request)
- A fulfilled NG LoA is mandatory and needs to be forwarded with the NPR when the marketing number is ported out from a Donor Service Subscriber who is different than the Donor Service Provider . Else the NG LoA will be provided to the Donor Service Provider on request.

11.1.7 Recipient Service Provider timeframe to forward a copy of the NG LoA.

- the recipient has to forward a copy of the NG LoA by mail, fax or by e-mail
- maximum 2 hours after the reception of the NG-NPR via the CRDC for the case described under 11.1.6 bullet four.
- within 1 working days for any subscriber requesting a porting (VAT excluding customers included) after the receipt of the donor's explicit request as of the NG NPR.
- within 10 working days for a request after the receipt of the Donor Service Provider explicit request as of 2 month after the NG NPR.

11.1.8 How to request an NG LoA

- the Donor Service Provider will request an NG LoA by mail, fax or e-mail (except if NG LoA is sent by default for the case described under §11.1.6 bullet four)
- this request will contain the following information:
- as primary information: the CRDC NPR reference number
- as control information only: the NGDN to be ported
- the 'ground' for this request

Note: The Donor Service Provider has to communicate the fax number or E-mail address were the NG LoA could be forwarded for validation.

11.2 Appendix 2 "Specific Pricing"

Donor's business hours are from 08:00 till 16:30, Monday till Friday except on blank holidays.
Recipient's business hours are from 0x:00 till xx:xx, Monday till Friday except on blank holidays.

11.2.1 "OBH Pricing"

Fees and charges for a porting outside the business hours:

Note : If agreed by the donor, during the week from 16:30 till 18:00, the time spent to execute a porting will be charged to the recipient at a fee ,class dependant, published in the latest ministerial decree.

11.2.2 "Ported out without agreement"

When a Subscriber connected to the donor is ported without his/her agreement or due to wrong relevant information in the "NP Request". This Subscriber will be ported back. The donor will charge to this Recipient or Recipient Service Provider, the cost incurred for any administrative treatments and/or technical interventions, and this Recipient or Recipient Service Provider will be held responsible for any direct damage caused to this Subscriber.

12 Reference documents

[1] NPTF - PT1: Service Description Number Portability for Geographic and Non Geographic Numbers.

[2] NPTF - PT2: Network architecture and Signalling.

[3] NPTF - PT3: Number Portability Operational Processes, including the annexes.

[4] NPTF - PT4: Economic aspects.

[5] NPTF - PT6: Testbook (Geo & Non Geo)



13 ANNEXES

13.1 ANNEX A : "Services and technical specifications on the Access Point"

13.1.1 Belgacom services and technical specifications on the Access Point

13.1.1.1 Routing calls to ported Geographic Numbers based on onward routing from Belgacom

The routing of calls to ported Geographic Numbers based on Onward Routing (OR) from Belgacom is applicable to all Calls originating or transiting through the Belgacom Network, destined to Geographic Numbers that had initially been allocated to OLO's and have been ported to another Network Operator.

The routing of calls to ported Geographic Numbers based on Onward Routing (OR) from Belgacom is also applicable to calls, originating or transiting through the Belgacom Network, destined to Geographic Numbers that had initially been allocated to OLO's and have been ported to Belgacom.

Note: The attention is drawn to the fact that in the future, Belgacom Onward Routing solution might be replaced by an All Call Query (ACQ) solution at least in respect of certain number ranges.

13.1.1.2 Routing of calls to ported Geographic Numbers based on routing number (RN) CPQYZ


Description

The routing of calls to ported geographic numbers based on routing number (RN) CPQYZ, is applicable to Calls:

originating from the Belgacom Network and terminating in Recipient Network;
transiting through the Belgacom Network (Belgacom being the Transit Network, see also Interconnection Service Plan 109: Belgacom Transit Service⁷) and terminating to the Recipient Network;
terminating on the Belgacom Network (the destination is a ported-in number to the Belgacom Network, Belgacom being the Recipient, see also Interconnect Service Plan 100: Belgacom Basic Terminating Service⁸);

destined to ported geographic numbers prefixed by a routing number CPQYZ and this according to routing principles defined below.

Addressing format at the Access Point

 On the outgoing Belgacom Access Point, for Calls originating (1) from the Belgacom Network and Calls transiting (2) through Belgacom Network, Belgacom will communicate, to the OLO (Recipient), the CPQYZ as RN

⁷ Service Plan 109 – Belgacom Transit Service: OLO to FOLO calls for Basic PSTN/ISDN Voice calls

⁸ Service Plan 100 – Belgacom Basic Terminating Service: Basic PSTN/ISDN Voice calls

On the incoming Belgacom Access Point, Calls terminating (3) to the Belgacom Network and Calls transiting (2) through Belgacom Network, destined to ported Geographic Numbers need to be prefixed, by the OLO (Originating OLO), by a RN CPQYZ

Serving Functionalities

Calls, which are prefixed by a RN CPQYZ and which are transiting through Belgacom Network, hereafter referred as RN Transit CPQYZ, require Belgacom to perform the Transit Functionality described in § 13.3.1.1

Routing Conventions

A call with CPQYZ as RN will be routed (according to the routing principles agreed between the parties through their IC Agreement) in the same way as a call with PQYZ as DN (10.000 numbers block in the national numbering plan).⁹

In the definition of its RN, the OLO (Recipient) has the obligation to define its RN according to the routing conventions listed here below:

The PQ in a RN of the format CPQYZ has to belong to the same Access Area (see BRIO) as the PQ of the ported DN to which it refers. In order to respect the standard interconnection principles agreed between the parties through their IC agreement, at least one CPQYZ per Access Area, where an OLO has Geographic Numbers that are assigned to it, should be selected.

Multiple CPQYZ within the same Access Area are allowed provided the conditions described in point (1) are respected.

As far as the Access Points between Belgacom and the OLO are concerned, the same rule and technical agreements must be applied in respect of all Access Points of that OLO. This principle applies for all incoming calls in the Belgacom Network whether such calls have been originated on that OLO's Network or whether they have transited through that OLO's Network.

A RN on the Access Point may only be applied and used for calls to ported numbers.

Only the OLO that holds the appropriate reservation covering a specific Geographic Number range PQYZ is allowed to put relevant RN CPQYZ in the CRDC. This CPQYZ can then only be used for numbers ported to that OLO.

The implementation of a new CPQYZ should be communicated and introduced in the Network following the same principles as the ones that apply in respect of the communication and introduction of Geographic Number ranges. This will take place within the same time period as those that are applicable for the implementation of Geographic Number ranges. The introduction of a Geographic Number range PQYZ will not automatically imply the introduction of the corresponding CPQYZ.

The Recipient always fills in the RN, which is stored in the CRDC. The CRDC makes it available for all OLO's. All routing is based on the RN retrieved from the CRDC.

As for porting of ranges, only one RN can be assigned for the whole range. Moreover, only one RN can be used for a full "NP Request" if it concerns a grouping of multiple "NP Request" messages. If

⁹ For inter-operator accounting both 'C'pqyz and PQYZ (of the called DN) can be used

parts of the DN(s) or range(s) are to be attributed to a different RN, they will be subject of a separate "NP Request".

Remark:

The attention of the OLO's is drawn to the fact that the last Donor must at all times be able to correctly handle all calls until T8 expires, as defined in reference document "NPTF – PT3: Number Portability Operational Aspects", especially in the case of subsequent portings and back to NANO portings.

Belgacom Routing Numbers

Belgacom will use CPQYZ for all numbers ported towards it (Belgacom Recipient). The following CPQYZ will be used :

N°	Access Area	Included Telephone Zones	Main P(Q)	CPQYZ
1	Antwerpen:	03	3	C3231
2	Bruxelles:	02	2	C2231
3	Charleroi:	071, 060, 064, 067	71	C7131
4	Gent:	09, 052, 053, 054, 055	92/93	C9231
5	Hasselt:	011, 012, 089	11	C1131
6	Kortrijk:	050, 051, 056, 057, 058, 059	56	C5631
7	Liège:	04, 019, 080, 085, 086, 087	42/43	C4231
8	Leuven:	013, 014, 015, 016	16	C1631
9	Mons:	065, 068, 069	65	C6531
10	Namur:	081, 082, 083, 084, 061, 063, 010	81	C8131

Belgacom reserves the right to update this list of CPQYZ.

13.1.1.3 Routing calls to ported Geographic Numbers based on onward routing from OLO (originating OLO)

Description

The routing of calls to ported Geographic Numbers based on onward routing from OLO (originating OLO) is applicable when an OLO (originating OLO) makes onward routing for calls initially terminating to and now transiting through Belgacom Network and destined to Geographic Numbers that had initially been allocated to Belgacom and have been ported to another OLO.

Serving Functionalities

Calls transiting through the Belgacom Network, hereafter referred to as NP Transit Onward Routing, require Belgacom to perform the Transit, the Additional Conveyance and the Database Query Service Functionalities described in § 13.3.1.1 and § 13.3.1.2. (see also the specific note related to ported Geographic Numbers in the Interconnect Service Plan 100: Belgacom Basic Terminating Service and the Interconnect Service Plan 050: Belgacom Transit Service to Ported Geographic Numbers¹⁰)

¹⁰ Service Plan 050: Belgacom Transit Services to Geographic Ported Numbers: OLO to FOLO Calls for Basic PSTN/ISDN Voice Calls to Ported Geographic Numbers.

After having performed the Serving Functionalities mentioned above, the NP Transit onward routing calls will be routed according to the addressing format and the routing conventions referred to in § 13.1.1.2.

13.1.1.4 Routing of calls to ported Non-Geographic Numbers based on routing number (RN) C00XX.

Description

The routing of calls to ported Non-Geographic Numbers based on routing number (RN) C00XX, is applicable to Calls:

originating from the Belgacom Network and terminating in Recipient Network;
transiting through the Belgacom Network (Belgacom being the Transit Network, see also the list of Interconnection Service Plans: Belgacom Transit Services¹¹) and terminating to the Recipient Network;
terminating on the Belgacom Network (the destination is a ported-in number to the Belgacom Network, Belgacom being the Recipient, see also the list of Interconnect Service Plans: Belgacom Terminating Services);

destined to ported Non-Geographic Numbers prefixed by a routing number C00XX and this according to the routing principles defined below.

Addressing format at the Access Point

On the outgoing Belgacom Access Point, for Calls (1) originating from the Belgacom Network and Calls (2) transiting through Belgacom Network, Belgacom will communicate, to the OLO (Recipient), the C00XX as RN

On the incoming Belgacom Access Point, for Calls (2) transiting through Belgacom Network and Calls (3) terminating to the Belgacom Network, destined to ported Non-Geographic Numbers need to be prefixed, by the Originating OLO, by a RN C00XX.

Serving Functionalities

Calls, which are prefixed by a RN C00XX and which are transiting through Belgacom Network, hereafter referred as RN Transit C00XX, require Belgacom to perform the Transit functionality described in § 13.3.1.1.

Routing Conventions

A call with C00XX as RN will be routed (according to the routing principles applied by the parties under their IC Agreement) in the same way as a call to a non-ported Non-geographic Number.

In the definition of its RN, the OLO as Service Provider (SP_R) has the obligation to define its RN according to the following routing conventions:

Only OLO XX (XX identifying the OLO) as Service Provider (SP_R) is allowed to put C00XX in the CRDB. This C00XX can only be used for numbers ported to the said OLO XX.

¹¹ Annex B of the SIA contract
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Remark:

The attention of the OLO's is drawn to the fact that the last Service Provider (SP_D) must at all times be able to correctly handle all calls until T8 expires, as defined in Reference Document "NPTF – PT3: Database and operational aspects", especially in the case of subsequent porting and back to NANO porting.

Belgacom Routing Number

Belgacom will use C00XX for all Non-Geographic Numbers ported towards it (Belgacom Recipient). The Belgacom Routing Number that will be used is **C0001**.

Belgacom reserves the right to update this RN.

13.1.1.5 Routing calls to ported Non-Geographic Numbers based on onward routing from OLO (originating OLO).

Description

The routing of calls to ported Non-Geographic Numbers based on onward routing from OLO (originating OLO), is applicable when an OLO (originating OLO) makes onward routing for calls initially terminating to and now transiting through Belgacom (Donor) Network.

Serving Functionalities

Calls transiting through the Belgacom Network, hereafter referred to as NP Transit Onward Routing, require Belgacom to perform the Transit and the Database Query Service Functionality described in § 13.3.1.1 and § 13.3.1.2 (see also the specific note related to ported Non-Geographic Numbers in the Interconnect Service Plans: Belgacom Terminating Services)

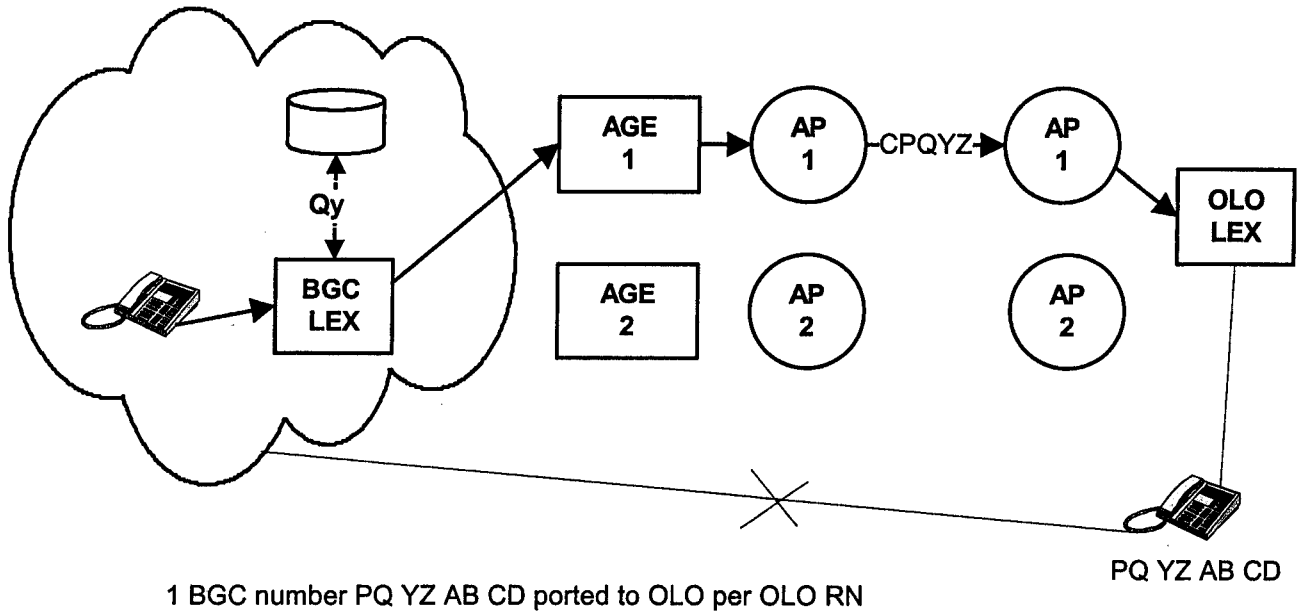
After having performed the Serving Functionalities mentioned above, the NP Transit onward routing calls will be routed according to the addressing format and the routing conventions referred to in § 13.1.1.2.

13.1.2 OLO X services and technical specifications on the Access Point.



13.2 ANNEX B: "Testing of Routing Numbers"

13.2.1 Belgacom (Donor) tests implementation of OLO (Recipient) RN



Objective

Test if every OLO RN is reachable from or through the BGC network.

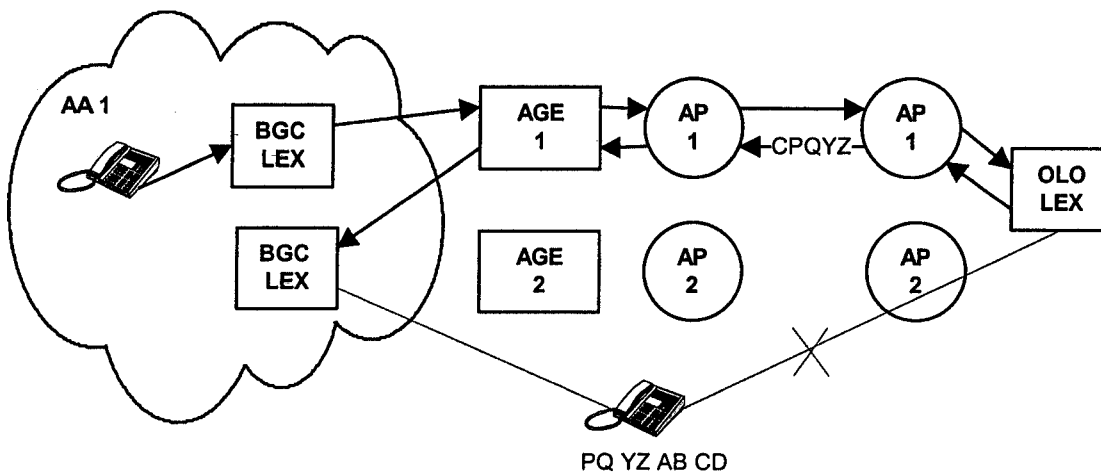
Test configuration

One BGC DN is ported to each OLO RN. OLO forwards the number to a BGC robot.

Calls

CALLS
Belgacom sends automated testcalls from each BU (Digital and Analog) to each of those ex-BGC DN
OLO using BGC as transit can send testcalls to each of those ex-BGC DN

13.2.2 Belgacom (Recipient) tests implementation of Belgacom (Recipient) RN



Objective

Test if every BGC RN is reachable from every OLO network

Test configuration

In each BGC AA, one number is imported from each OLO. Numbers are forwarded to a robot of the AA.

Calls

CALLS
Belgacom sends automated testcalls from each BU (Digital and Analog) to each of those ex-OLO DN
OLO X can send testcalls to each of those ex-OLO X DN

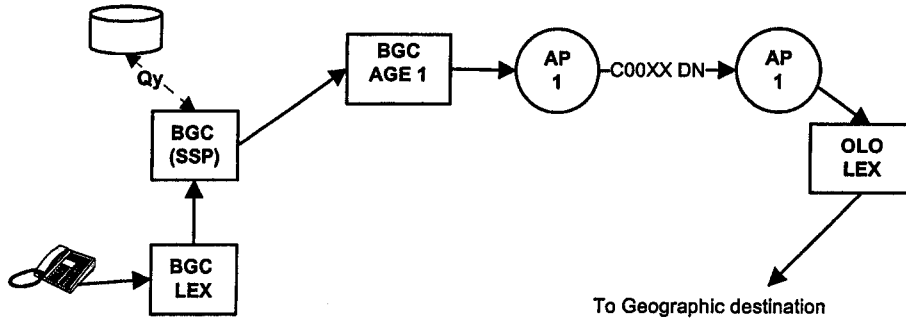
13.2.3 OLO X Testing of Routing Numbers.



13.2.4 For NGNP

This test requires that the Service Provider (SP_R) imports non-geographic test numbers from the Service Provider (SP_D).

13.2.5 Belgacom Service Provider (SP_D) tests implementation of Service Provider (SP_R) RN



1 BGC non-geographic number imported to OLO with RN: C00XX

Objective

Test if the Service Provider RN (C00XX) is reachable from or through the BGC network.

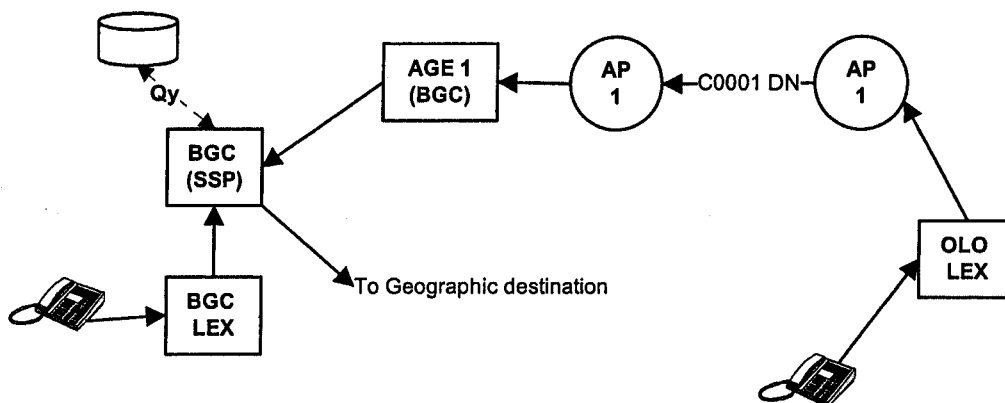
Test configuration

One BGC non-geographic DN is ported to the Service Provider (SP_R) using the corresponding RN (C00XX). Service Provider (SP_R) translates the number to a BGC robot number.

Calls

CALLS
Belgacom sends automated test-calls from each BU (Digital and Analogue) to this ex-BGC DN
Service Provider using BGC as transit can send test-calls to this ex-BGC DN

13.2.6 Belgacom Service Provider (SP_R) tests implementation of Service Provider (SP_D) RN



1 OLO non-geographic number imported to BGC with RN: C0001

Objective

Test if the BGC RN (C0001) is reachable from every Service Provider's network

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Test configuration

One non-geographic number is imported from each Service Provider. The non-geographic number is translated to a BGC robot number.

Calls

CALLS
Belgacom sends automated test-calls from each BU (Digital and Analogue) to each of those ex-Service Provider DN (calls are kept within Belgacom's Network)
Service Provider can send test-calls for this ex-Service Provider's DN

13.3 ANNEX C: "Serving Functionalities"

13.3.1 Belgacom Serving Functionalities

Belgacom as donor can be in the 2 following positions:

- the position of both the originating Network and the NANO Network. Such calls have been defined as on-net calls (see reference document "NPTF – PT4: Economic aspects " for details). Belgacom will handle such calls by applying the internal technical solution described in § 13.4.1 above;
- the position of the NANO Network; the originating Network being an OLO making Onward Routing to Belgacom (as described in § 13.1.1.3). Such calls have been defined as off-net calls (see reference document "NPTF – PT4: Economic aspects " for details). Belgacom will handle such calls by applying the internal technical solution described in § 13.4.1 here above.

Note: Serving Functionalities might have to be performed by Belgacom, even if OLO has already performed them, in case where the OLO communicates DN-only on the incoming Belgacom Access Point. This possibility falls in the other technical services offered by Belgacom which must be negotiated on bilateral basis based on the existing documents on that topic (referred to in § 5).

Note: On specific request from an OLO and then included in an appropriate agreement, Belgacom can be used as Serving Network. Such agreement is subject to commercial negotiation between Belgacom and the said OLO and is out of the scope of the present Service Description.

For a description of the Serving Functionalities that are summarised in this section, reference is made to reference document "NPTF – PT4: Economic aspects ".

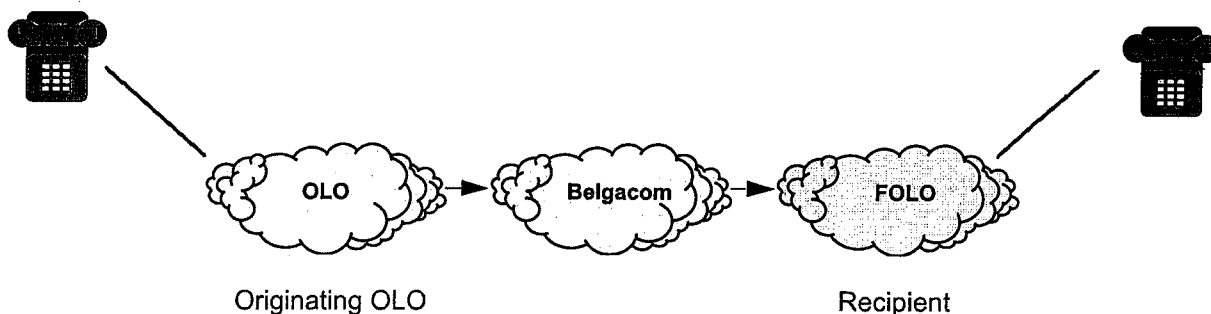
Some of the Serving Functionalities correspond to operator portability traffic related costs. These are :

- (1) the Transit Functionality corresponding to the Average Porting Conveyance Cost;
- (2) the Additional Conveyance Functionality corresponding to the Additional Conveyance Cost ;
- (3) the Database Query Functionality corresponding to the Routing Information Retrieval Cost (related to a NP IN solution).

For a precise definition of these costs, reference is made to reference document "NPTF – PT4: Economic aspects ".

13.3.1.1 Transit Functionality (1)

The Average Porting Conveyance Costs corresponding to the Transit Functionality are described in the Interconnect Service Plan 050: Belgacom transit to ported Geographic Numbers¹².



This Interconnect Service Plan 050, taking also into account the specific note related to ported Geographic Numbers in the Interconnect Service Plan 100: Belgacom Basic Terminating Service¹³, is applicable in the following case of transit:

- NP Transit Onward Routing : as described in § 13.1.1.3 above; originating OLO makes onward routing to a Belgacom ported-out number and Belgacom is used as a transit Network for conveying the call towards FOLO (Recipient).

Note: The transit associated to the NP Transit DN-only, as mentioned in § 5 above - which is another technical specification offered by Belgacom on the Access Point - falls also within the different transit cases covered by Service Plan 050. Nevertheless, this other technical specification must, as is indicated above, be negotiated on a bilateral basis based upon the existing documents on that topic.

The Average Porting Conveyance charge and the Terminating charge will be invoiced by Belgacom to and payable by the originating OLO according to the tariffs, respectively relating to the Interconnect Service Plan 050 and the Interconnect Service Plan 100, set out in the interconnect agreement between the parties.

Remark:

The attention of the OLO's is drawn to the fact that an addendum will be made, in accordance with what is stated in beginning of the document, to the existing Interconnect Service Plan 109: Belgacom Transit Service¹⁴ to take into account the following case of transit:

- RN Transit CPQYZ : as described in § 13.1.1.2 here above; Originating OLO has performed itself the Serving Functionalities but uses Belgacom as a transit Network for conveying the call towards FOLO (Recipient).

Note: the transit associated to the other technical specifications offered by Belgacom on the Access Point and mentioned in § 5 falls also within the different transit cases covered by the Interconnect Service Plan 109. These other technical services must be negotiated, as is indicated above, on a bilateral basis based upon the existing documents on that topic. These other transit cases are the following:

¹² Service Plan 050 – Belgacom Transit Service to geographic Ported Numbers: OLO to FOLO calls for basic PSTN/ISDN Voice Calls to Geographic Ported Numbers

¹³ Service Plan 100 – Belgacom Basic Terminating Service: Basic PSTN/ISDN Voice Calls

¹⁴ Service Plan 109 – Belgacom Transit Service: OLO to FOLO calls for Basic PSTN/ISDN Voice calls

- RN Transit C00XX : as mentioned in § 5 here above;
- RN Transit Atypical CPQYZ : as mentioned in § 5 here above.

The transit charge will be invoiced by Belgacom to and is payable by the originating OLO according to the tariffs, relating to the Interconnect Service Plan 109, set out in the interconnect agreement between parties .

Remark:

When Belgacom is only involved as the Transit Operator, the charging of this transit charge (Average Porting Conveyance charge) can be recouped from the Originating OLO through the principle of cascade billing, as described in § 13.3.3.

13.3.1.2 Additional Conveyance (2) and Database Query functionalities (3)

The Additional Conveyance Cost (corresponding to Additional Conveyance Functionality) and Routing Information Retrieval Cost (corresponding to Database Query Functionality) will be incurred by Belgacom in the two following situations:

- on-net calls, i.e. see illustration in § 13.3.2.1; calls originated on the Belgacom Network, towards a ported-out number.
- off-net calls with Onward Routing from Originating OLO, i.e. see illustration § 13.3.2.2; calls originated from an OLO Network towards a Belgacom ported-out number where Belgacom is the NANO Network, the OLO (originating OLO) choosing not to perform the Serving Functionalities but still routing the call according to the Directory Number. This case corresponds to the NP Transit Onward Routing described in § 13.1.1.2.

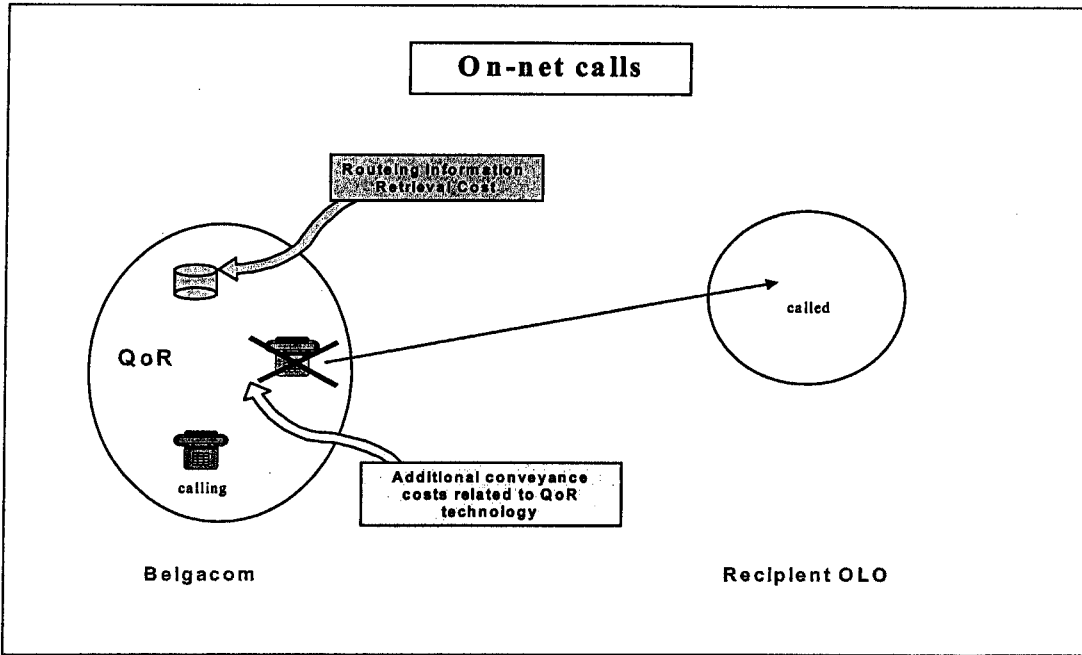
Note: Routing information retrieval costs will also be incurred by Belgacom in case of NP Transit DN-Only as mentioned in § 5. In addition, Belgacom will also have to perform a query on all incoming calls corresponding to this technical situation, and not only for calls towards ported numbers. The financial settlement of the related cost will have to be negotiated on a bilateral basis, between Belgacom and the originating OLO, based upon the existing documents on that topic (see § 5).

The Additional Conveyance Charge and the Routing Information Retrieval Charge will be invoiced by Belgacom to and is payable by the originating OLO, according to the tariffs set out in § 10.1.

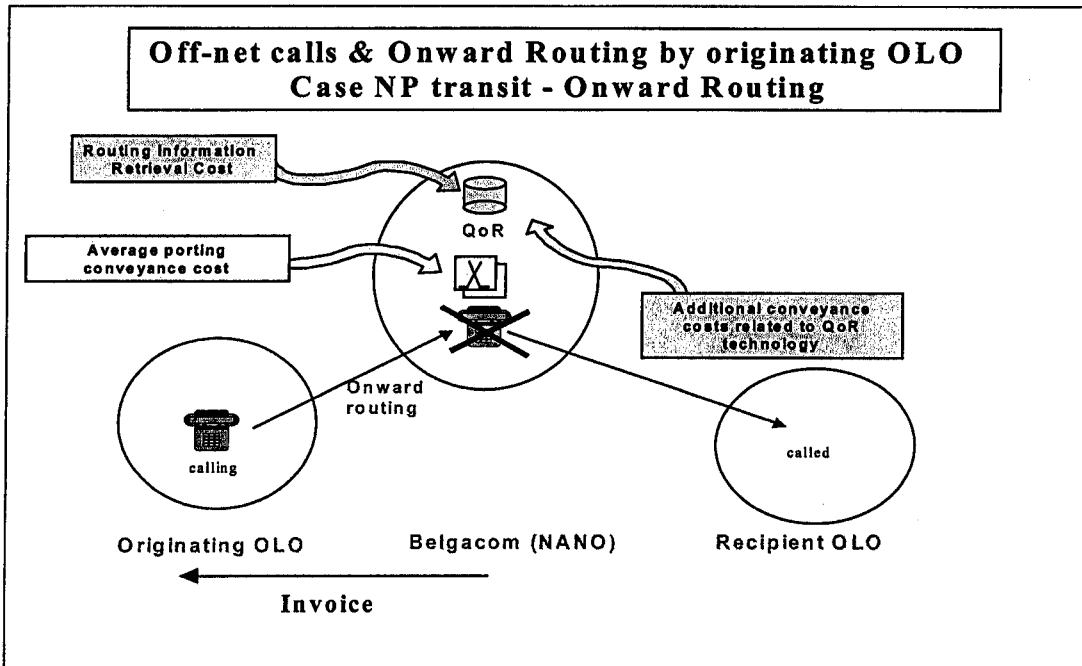
Remark:

When Belgacom is only involved as the Transit Operator, the charging of the Additional Conveyance Charge and the Routing Information Retrieval Charge can be recouped from the Originating OLO through the principle of cascade billing , as described in § 13.3.3.

13.3.1.3 Illustration : on-net calls



13.3.1.4 Illustration : off-net calls with Onward Routing from originating OLO



Note : in the graph, the average porting conveyance costs correspond to the transit functionality. This is covered by the Interconnect Service Plan 050

13.3.2 Cascade billing

The Royal Decree on Number Portability stipulates that the Originating Operator is to bear the number portability specific costs for handling a call towards a ported number. These number portability specific costs are the costs related to the Serving Functionalities as described in this paragraph. These costs are:

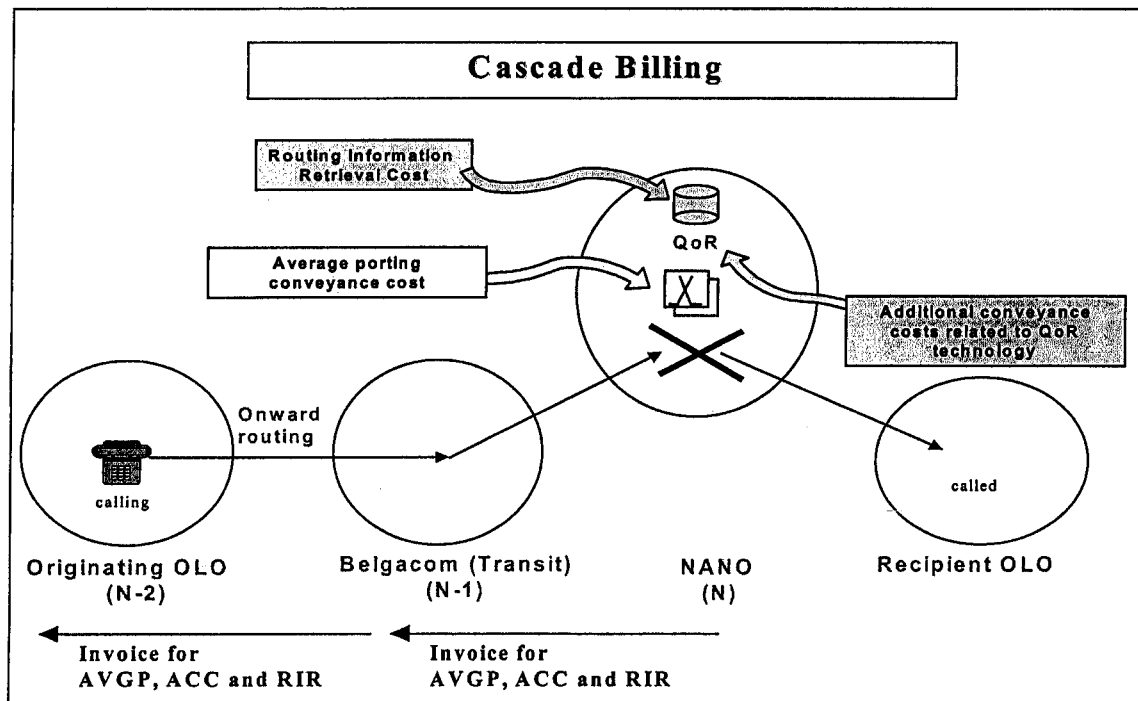
- (1) the Average Porting Conveyance Cost (AVGP) corresponding to the Transit Functionality;
- (2) the Additional Conveyance Cost (ACC) corresponding to the Additional Conveyance Functionality;
- (3) the Routing Information Retrieval Cost (RIR) related to the Database Query Functionality.

Because it is not always possible for the Operator incurring these costs to identify the Originating Operator, especially in the case of Carrier Selection, Belgacom proposes to implement a cascade billing mechanism.

The cascade billing mechanism allows the Operator (N Operator) incurring those costs to invoice Belgacom (N-1 Operator), who will then recoup those costs from the Originating Operator (N-2 Operator).

Note: The Originating Operator might be in fact be the N-n Operator, thus requiring subsequent cascade billing (n times).

Illustration : Cascade billing with Onward Routing from originating OLO and Belgacom as Transit Operator



13.3.3 OLO x Serving Functionalities.

13.4 ANNEX D: "Internal technical solution"

13.4.1 Belgacom Internal technical solution

Geographic numbers

With regard to GNP, Belgacom applies the Query on Release¹⁵ (QoR) solution in its Network to manage the calls to ported Geographic Numbers.

QoR is applicable to Calls:

- originating on Belgacom Network and terminating in Recipient Network;
- originating on OLO's Network and incoming on the Belgacom Network without being prefixed by a Routing Number

destined to Geographic Numbers that had initially been allocated to Belgacom and have been ported to another Network Operator.

GNP Solution used by Operator x With regard to GNP, *operator x* applies the *abcd* solution in its Network to manage the calls to ported Geographic Numbers

Non-Geographic numbers

With regard to NGNP, Belgacom applies the All Call Query (ACQ) solution internally in its Network to manage calls to ported Non-Geographic Numbers.

ACQ is applicable to Calls:

- (1) originating on Belgacom Network and terminating in the Recipient Network;
- (2) originating on OLO's Networks and incoming on the Belgacom Network without being prefixed by a Routing Number destined to ported Non-Geographic Numbers.

The correct routing number will be added only as far as and as soon as the Operator is informed via the CRDC about a number recently being ported.

13.4.2 OLO x Internal technical solution



¹⁵ As defined in the Reference Document "NPTF – PT3:Database and operational aspects."

**Number Portability
BILLING & ACCOUNTING
Document**

A

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NUMBER PORTABILITY BILLING AND ACCOUNTING DOCUMENT

1. PRELIMINARY

- 1.1. The process of Billing between the Parties is based on a number of steps in which the two Parties have specific responsibilities and tasks. In order to implement this process, both Parties need to put in place (a) system(s) that will be used for the purposes of accounting, billing, validation and invoicing.
- 1.2. The process of Billing shall cover all charges for services provided between the Parties under the Number Portability Agreement and all charges otherwise due under the Agreement. For each Call or other service covered by a Service Description, one of the Parties will be the Billing Party. The Billing Party is per type of service identified in the related Service Description.
- 1.3. The Billing Party shall record, store and process the Billing Data and Additional Billing Data in accordance with Section 2 of this Document.
- 1.4. The "Billing Data" is the data that is necessary to ascertain the charges payable by each Party under the Agreement. The Billing Data is recorded via the Billing System as described in Section 2 of this Document. In addition, Appendix I.2 to this Document contains a detailed description of the Billing Data required for each type of service.
- 1.5. The Parties acknowledge that, with regard to certain types of services or in certain circumstances, their Billing Systems may not be capable of collecting and/or recording and/or processing all relevant Billing Data.
 - 1.5.1. With regard to Calls or services with regard to which the Billing Systems of the Parties are not in a position to record all the relevant Billing Data, the Billing Party will use alternative systems and/or other administrative facilities to record the Billing Data. This Billing Data will be referred to as "Additional Billing Data".
 - 1.5.2. If the Billing Party fails to produce, for at least 24 consecutive hours, any Billing Data that such Party should in principle produce, such Party may request the missing Billing Data from the other Party, to the extent that such data is available to such other Party and that it does not extend to a period of more than three consecutive months. In such a case, the Billing Party will give Notice to the other Party, requesting the missing Billing Data within 10 Working Days after discovery of the fault, but no later than two months after the end of the applicable Billing Period. In such a case, the other Party will provide the relevant available data to the Billing Party, within either 15 Working Days after the above mentioned Notice or within 10 Working Days after the relevant Billing Period, whichever is later. Such data will be as accurate as reasonably possible and will be provided in accordance with Section 4 of this Document. The Party providing the Billing Data in accordance with the above will be allowed to charge any reasonable costs for providing such data to the other Party. There shall be no legal liability for the Billing Party for the preparation of an incorrect invoice resulting from inaccuracies in such Billing Data provided by the other Party to the Billing Party. The Parties acknowledge that the Billing Data supplied pursuant to this Section 1.5.2 shall be supplied via a Verification System (Validation Data - rather than an Interconnect Billing System). Therefore, the Party providing such data cannot warrant that the information is free of error.

- 1.5.3. If complete and accurate Billing Data cannot be obtained through the above mentioned process, the Parties will cooperate in good faith to reconstruct the missing Billing Data in a mutually agreeable manner, taking into account all relevant available data (including, in particular, historic data).
- 1.6. All information related to the Billing procedures between the two Parties is covered by the obligation of confidentiality set out in the Number Portability Agreement. Specifically, such information will be kept strictly confidential by the Parties, will only be used for the purposes of accounting, and invoicing between the Parties and will only be disclosed between the Parties, or as legally required or in the framework of formal dispute procedures. Neither Party will be under an obligation to provide to the other Party direct access to its Interconnect Billing and validation system nor to any other system or facility generating the Billing Data.

2. RECORDING AND STORAGE OF BILLING DATA

- 2.1. For each Service chargeable under the Agreement, the Billing Party shall record via its Billing System at least the following Billing Data:

Type of installation: simple or complex

Additional Conveyance cost

Data query

NP transit cost

EAA or IAA

Timing of Installations

The general list of Billing Data indicated above is not exhaustive and must be completed with the list of Billing Data indicated in Appendix I.2.

- 2.2. Billing Data shall be stored in detail for at least 6 months from the date of the provided service.

3. CONFIRMATION OF CHARGING PRINCIPLES

- 3.1. All charges payable under this Agreement shall be calculated in accordance with the rules set out in the relevant provisions of the Number Portability Agreement.

- 3.2. The following rounding principles are applied:

- the number of services provided is not rounded;
- after calculation of the revenue the amounts are, per line in the NP report, rounded up to the next BEF in case of invoicing in BEF and to the next cent in case of invoicing in Euro, e.g. BEF 200,500.05 becomes BEF 200,501, and Euro 10,506.3657 becomes Euro 10,506.37.

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- 3.3. The use of decimals is set as follows:
- In the rates up to 4 decimals can be used in BEF and 6 decimals in Euro.
 - The revenues and the totals don't use decimals in BEF, 2 decimals in EURO.
- 3.4. All the non-recurring charges will be mentioned in the NP Report of the Billing Period covering the Date on which the service was provided or the event occurred.
- 3.5. Appendix I.2 indicates, for each type of Service under the Number portability Agreement, the relevant parameters taken into account for computing the amount of charges which will be due by the Invoiced Party to the Billing Party.

4. INVOICES

- 4.1. Subject to the specific rules applying to specific types of Services as set out in Appendix I.2, the Billing Party shall submit to the other Party, invoice(s) for the charges due by the other Party under the Number Portability Agreement during the applicable Billing Period.
- 4.2. For each Billing Period, the Billing Party shall provide to the other Party, together with the relevant invoice(s), the report described hereafter. This reports will follow the format set out in the relevant appendix and will be established in accordance with the following rules:
- NP Report: the NP Report will list all the services that are provided by the Billing Party to the other, including, but not limited to the following services:
 - NP set-up charging;
 - Fees and/or compensations related to SLA;
 - Others.
- 4.3. Any invoice or credit note transmitted between the Parties will contain the following information, in addition to any legally required mentions and information:
- (i) relevant Billing Period;
 - (ii) reference to the NP Reports on which the invoice is based;
 - (iii) total net amount in Belgian Francs or in Euro;
 - (iv) due VAT amount;
 - (v) total amount due in Belgian Francs or in Euro (including VAT);
 - (vi) Due Date.
- 4.4. The Parties shall endeavor to issue invoices within 30 calendar days after the end of the applicable Billing Period. In any event, the Parties shall not issue any invoice more than 3 months after the end of the relevant Billing Period, unless the Billing Party has specifically requested extension based on reasonable circumstances. Notwithstanding

the foregoing, no charge due under the Agreement will be invoiced more than 6 months after the end of the relevant Billing Period¹

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

5. PAYMENT

- 5.1. All charges due by one Party to the other under the Agreement shall be paid within 30 Calendar Days after issuance of the invoice (the "Due Date").
- 5.2. If the Invoiced Party has sent to the Billing Party a Notice of Dispute related to an amount invoiced by the Billing Party and if such Dispute has not been resolved by the Due Date, the amount payable will be determined as follows:
 - 5.2.1. If the disputed amount is less than 5% of the total amount of the relevant invoice, then the total amount of the invoice is payable on the Due Date;
 - 5.2.2. If the disputed amount is more than 5% of the total amount of the relevant invoice, then the disputed amount may be withheld until the dispute is resolved provided that the remaining balance is payable on the Due Date.
- 5.3. Credit notes will be set off against any payments due of the next invoice and are refundable when there are no outstanding invoices.
- 5.4. If payment is not received by the invoicing Party on or before the Due Date, the Billing Party will be entitled to an interest calculated on the basis of the legal interest rate + 5 percentpoints on the unpaid balance for late payment interests, administrative and recovery costs. This interest shall accrue from the Due Date until the date of payment in full of the amount to be paid. Such interest shall accrue day by day and shall not be compounded. In the event that a Dispute resolution procedure has been initiated by the Invoiced Party as provided by the Agreement (including Section 6 of this Document), this interest shall be limited to the legal interest rate.
- 5.5. Value Added Tax as well as any other applicable taxes, if any, shall be added to all or any part of the charges due under this Agreement and shall be paid by the Party responsible for making such payment.
- 5.6. Any payments under this Agreement will be made in Belgian Francs or in another currency if required by law and will be made by bank transfer on the bank accounts mentioned in Appendix III.4. Payment costs are born by the debtor Party.

¹ Except for the charges related to 2000 or in case the prices for the relevant period are not known at the time of appearance of the costs.

6. DISPUTES

- 6.1. The Parties shall use their reasonable endeavors to resolve, pursuant to this Section 6, Disputes related to the calculation and settlement of the charges invoiced or to be invoiced pursuant to this Document. Notwithstanding the foregoing, either Party will be allowed to trigger at any time the dispute resolution procedure provided under the main body of the Number Portability Agreement provided that such Party reasonably believes that the Dispute at stake involves aspects of the Parties' rights and obligations broader than the mere calculation and settlement of charges pursuant to this Document. The fact that a Dispute involves aspects broader than the mere calculation and settlement of charges pursuant to this Document will not release the Disputing Party from its obligation to pay any disputed or undisputed amount pursuant to Section 5.2.
- 6.2. Parties agree that no Dispute will be existing where the divergence of views of the Parties is the result of normal and acceptable discrepancies, between measured Billing Data of the Billing Party and the Validation Data measured by the verification system of the other Party. Therefore, Parties agree that the Dispute resolution procedure provided under this Section 6 will only be triggered:
- if the dispute is related to any discrepancy that exceeds 1,5% and BEF 4,500 on any revenue amount per service
- 6.3. Any Dispute under this Section 6 will be triggered by a Notice of Dispute sent by registered letter by the Disputing Party to the other Party before the Due Date. Such Notice of Dispute will indicate the disputed amounts, as well as a summary of the grounds for the Dispute and the position of the Disputing Party. Any amount invoiced under the Agreement will be deemed accepted unless a Notice of Dispute has been sent in accordance with above.
- 6.4. Upon receipt of the Notice of Dispute, the Parties shall exchange by ordinary mail any information necessary or useful for solving the Dispute.
- 6.5. Within 15 Working Days from the date of the Notice of Dispute, the Billing Party will provide, by registered mail, an answer ("Notice of Reply") to the Disputing Party. If the Billing Party does not accept some or all the arguments of the Disputing Party, the Notice of Reply will contain a justified reply to the arguments of the Disputing Party. If the Billing Party accepts all or some arguments of the Disputing Party, the Billing Party will, together with the Notice of Reply, issue a credit note for the relevant amount.
- 6.6. If, within 15 Working Days from the receipt of the Notice of Reply, the Disputing Party confirms its position in writing by registered letter, the Parties will escalate the Dispute within their respective organization as provided under Section 6.7. If the Disputing Party fails to confirm its position within 15 Working Days, from the date of the Notice of Reply, any outstanding amounts will be paid promptly and without delay and the Dispute will be deemed settled.
- 6.7. If the Parties have been unable to settle the Dispute as provided under the foregoing provisions, they will refer the matter to the next meeting of the ICG, which, if deemed necessary by either Party, will be organized for this specific purpose. If after such meeting, the Dispute remains, the Parties will follow such additional steps in the escalation procedure as provided in the main body of the Agreement, or, if requested by either Party, the Dispute will be submitted to a certified accountant to be either jointly appointed by the Parties, or, failing agreement between the Parties in this respect, to be appointed by "Belgisch Instituut voor Bedrijfsrevisoren"/"Institut Belge des Réviseurs d'Enterprise". This certified accountant will investigate and determine a

solution for the Dispute, acting as an expert and not as an arbitrator. Unless there is evidence of a manifest error, decision of the certified accountant will be final in respect of those elements covered by the Dispute referred to him/her and will be binding on the Parties. The Parties will co-operate with this investigation. The costs of the certified accountant will be borne as determined by him/her in proportion to the outcome of the Dispute. Prior to undertaking his/her mission, the certified accountant will provide the Parties with an estimate of the relevant fees and costs. Upon final settlement of the Dispute, any necessary credit note will be issued and any outstanding amount will be paid promptly and without delay.

7. DISPUTES IN CASE OF PERSISTENT INCONSISTENCY

7.1. Notwithstanding the minimum dispute triggers provided in Section 6.2, either Party may, in the following circumstances, initiate the procedure provided under this Section 7 by sending a Notice of Dispute by registered letter:

- over a period of 3 months or more a pattern of consistent discrepancies occurs on one or more of the lines on the NP Reports. This type of retrospective Dispute cannot be initiated with respect to invoices dating back to more than 6 months from the date of the Notice of Dispute.

Notwithstanding the foregoing, either Party will be allowed to trigger at any time the dispute resolution procedure provided under the main body of the Agreement provided that such Party reasonably believes that the Dispute at stake involves aspects of the Parties' rights and obligations broader than the mere calculation and settlement of charges pursuant to this Document.

7.2. Upon receipt of the Notice of Dispute, the Parties shall use their reasonable endeavors to ascertain the cause of the relevant discrepancies. In particular, the Parties will exchange any reasonable information, which can reasonably be considered as being able to contribute to establishing the cause of such discrepancies.

7.3. If Parties fail to reach an agreement within a reasonable time after the above exchange of information, the Dispute will be submitted, at the requests of either Party to a certified accountant to be either jointly appointed by the Parties, or, failing agreement between the Parties in this respect, to be appointed by "Belgisch Instituut voor Bedrijfsrevisoren"/"Institut Belge des Réviseurs d'Enterprise". The Parties shall provide all reasonable cooperation in such an investigation. This certified accountant will investigate and determine a solution for the Dispute, acting as an expert and not as an arbitrator. Unless there is evidence of a manifest error, decision of the certified accountant will be final in respect of those elements covered by the Dispute referred to him/her and will be binding on the Parties. The Parties will co-operate with this investigation. The costs of the certified accountant will be borne as determined by him/her in proportion to the outcome of the Dispute. Prior to undertaking his/her mission, the certified accountant will provide the Parties with an estimate of the relevant fees and costs. Upon final settlement of the Dispute, any necessary credit note will be issued and any outstanding amount will be paid promptly and without delay.

7.4. The occurrence and/or investigation of discrepancies as described in Section 6.2 will not cause delay in the normal procedure of accounting, billing, invoicing and payments as described in this Annex.

8. APPENDICES

This Document contains and incorporates the following Appendices:

Number Portability Billing & Accounting Document

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ANNEX C

23/04/01

Appendix I.1 : Billing Process - Flow-Chart: contains a flow-chart of the complete billing process, including the accounting, invoicing, validation, payment and the dispute procedures agreed between the Parties;

Appendix III.4 : Contact Persons, billing addresses and payment references

