

Reference Interconnect Offer

Alphalink Développement s.a.s.

Le Boismain, route de Chauvé
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1. Introduction

This Reference Interconnect Offer (named after "RIO") defines the interconnection terms and conditions (including the list of the interconnection services) which ALPHALINK DÉVELOPPEMENT s.a.s. will apply to all Operators in order to allow end-users who are connected to the system of an Operator to communicate with end- users who are connected to the telecommunication networks of ALPHALINK DÉVELOPPEMENT s.a.s., or services accessible through ALPHALINK DÉVELOPPEMENT s.a.s. system and vice versa. This RIO focuses on voice services over IP Networks.

Services covered:

- o Terminating access service
- o Interconnection link service
- o Number portability

This RIO defines the minimal interconnection terms and conditions which ALPHALINK DÉVELOPPEMENT s.a.s. will grant to other Operators. Nevertheless, ALPHALINK DÉVELOPPEMENT s.a.s. reserves the right to provide more beneficial terms and conditions, in accordance with the applicable regulatory framework, including the principle of non- discrimination.

No Operator shall be responsible for the content of calls passed through his own or an interconnected Operator's network. Laws and regulations regarding confidentiality and access by legal authorities to calls on the Operator's and ALPHALINK DÉVELOPPEMENT s.a.s. network will apply.

2. Offer validity

This RIO is valid from 01.07.2019, unless

- A new RIO is approved or adopted by the ILR, or
- A material change occurs in the laws or regulations, governing telecommunications in Luxembourg. The content of this RIO may be reviewed and amended in order to comply with applicable rules and regulations. Furthermore, the ILR reserves the right to request or impose on ALPHALINK DÉVELOPPEMENT s.a.s. modifications to the RIO or the adoption of a new RIO to be undertaken by ALPHALINK DÉVELOPPEMENT s.a.s..

Unless defined otherwise, the terms used in this RIO must be interpreted in accordance with the Law of May 30, 2005 on Networks and Electronic Communication Services (the "Law") and its implementing regulations.

3. Definitions

Call

The establishment of a connection through a telecommunications network and the transmission and the delivery of a signal from the terminal on which this signal was generated to the terminal to which this signal is addressed or to a network platform or any other facility giving an automatic answer in those cases where the connection cannot be established.

Calling Line Identification (CLI)

The CLI is the number of the calling user conveyed by each Operator's network for each call, it may also be provided by the network or partly by the calling user.

Calling Line Identification Presentation (CLIP)

Supplementary service provided for in ITU-T Recommendation I.251.3.

Calling Line Identification Restriction (CLIR)

Supplementary service provided for in ITU-T Recommendation I.251.4.

Capacity of the Interconnection Link

The capacity defined for the Interconnection Link and the corresponding LOL access point to which the Operator wishes to be connected.

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ALPHALINK DÉVELOPPEMENT s.a.s. Access Point

The physical interface within ALPHALINK DÉVELOPPEMENT s.a.s. System from which the Interconnection Services can be obtained.

ILR

Institut Luxembourgeois de Régulation.

Interconnection

The interconnection with ALPHALINK DÉVELOPPEMENT s.a.s., as defined in the Law.

Interconnect Agreement

An agreement between ALPHALINK DÉVELOPPEMENT s.a.s. and an Operator, which defines the conditions for the Interconnection.

Interconnection Link

A Link between an ALPHALINK DÉVELOPPEMENT s.a.s. Access Point and an Operator Access Point for the provision of Interconnection traffic.

Interconnection Service

Services described in the present Reference Interconnect Offer.

International Public Telecommunication Number

Defined as in ITU-T Recommendation E.164.

IP

Internet Protocol version 4 (RFC 791).

IXP

Internet Exchange Point.

KPI

Key Performance Indicator.

Link

Set of telecommunications facilities necessary to establish one or more transmission paths between two locations.

National (Significant) Number

Defined as in ITU-T Recommendation E.164.

Number portability

The case where a subscriber retains its originally assigned directory number when changing from one network Operator (donor network; Donor Operator) to another (recipient network; Recipient Operator) and is not related to changing the nature of service nor the location.

Operator

Any legal or natural person exploiting telecommunications networks and/or providing telecommunications services in Luxembourg.

Parties

ALPHALINK DÉVELOPPEMENT s.a.s. and the Operator which an Interconnection Agreement is (being) concluded with.

Point of Interconnection (POI)

The physical point on the Interconnection Link where the telecommunications network of ALPHALINK DÉVELOPPEMENT s.a.s. and the Operator's System are interconnected. The POI is the boundary between ALPHALINK DÉVELOPPEMENT s.a.s. and the Operator domains of responsibility.

Reference Interconnect Offer (RIO)

The present offer for Interconnection Services.

System

All equipment and software which, an Operator uses to provide his telecommunications services.

SLA

Service Level Agreement.

4. Interconnection Architecture

4.1. Interconnection Sites

ALPHALINK DÉVELOPPEMENT s.a.s. offers the following site that has been designed for use as Interconnection Access Points grounds of their optimal network integration.

Interconnection point adresse :

POST LUXEMBOURG
20 rue de Reims,
L-2417 Luxembourg

4.2. System Alteration

If ALPHALINK DÉVELOPPEMENT s.a.s. wishes to make a system alteration, it shall give the Operator and the ILR no less than 6 months written notice prior to the date of the anticipated system alteration. The notice shall specify the technical details of the system alteration and the date of the anticipated system alteration. Following such notification ALPHALINK DÉVELOPPEMENT s.a.s. shall supply to the Operator such information as the Operator may reasonably request including, to the extent reasonably practicable, the potential impact on the service provided by the Operator to the End Users.

4.3. Standards

Where relevant for interconnection with ALPHALINK DÉVELOPPEMENT s.a.s., the following hierarchy of standards and procedures will apply:

- Any legal requirements
- IETF RFCs
- ETSI standards
- Any other international standards

The signaling system will be based on the IETF SIP protocol, RFC 3261. The transmission level of the interconnection is based on IP Networks.

5. Service description : Terminating access service

The terminating access service conveys a call handed over from the Operator's System, at an ALPHALINK DÉVELOPPEMENT s.a.s. Access Point for termination on any national number of ALPHALINK DÉVELOPPEMENT s.a.s. network. Tariffs may be different for different categories of services identified by different number ranges.

The tariffs applied by ALPHALINK DÉVELOPPEMENT s.a.s. for the provision of the terminating access service are indicated in Annex 1. Only calls that have been setup successfully and answered will be charged. The charging time starts with the answering signal and ends with the first clear signal generated either by the calling or the called party.

Whenever CLI is transferred to the telecommunications network of ALPHALINK DÉVELOPPEMENT s.a.s., ALPHALINK DÉVELOPPEMENT s.a.s. will not communicate such CLI to an end-user if such CLI is marked as CLIR unless the call is directed to an emergency number.

6. Interconnection Link Services

The interconnection link service consists in the physical linking between a ALPHALINK DÉVELOPPEMENT s.a.s. Access Point and an Operator Access Point.

The Operator must interconnect to a ALPHALINK DÉVELOPPEMENT s.a.s. Point of Interconnection defined in paragraph 3.1 (ALPHALINK DÉVELOPPEMENT s.a.s.- sited Interconnection). The charges per interconnect site are defined in Annex 2.

6.1. Interconnection Link and Co-Location

For ALPHALINK DÉVELOPPEMENT s.a.s.-sited interconnection, ALPHALINK DÉVELOPPEMENT s.a.s. can provide a custom offer for an Interconnection Link Service or the Operator will supply and operate an Interconnection Link in its entirety.

ALPHALINK DÉVELOPPEMENT s.a.s. will provide access to the Operator at its site for the installation and maintenance of the Operator's transmission equipment located at this site. ALPHALINK DÉVELOPPEMENT s.a.s. will supply a suitable location for the Operator's transmission equipment used in direct relation with interconnect services, electric power and safekeeping.

In its request for ALPHALINK DÉVELOPPEMENT s.a.s.-sited interconnection, the Operator will describe his needs regarding the installation of his transmission equipment on the premises of ALPHALINK DÉVELOPPEMENT s.a.s.. Whenever ALPHALINK DÉVELOPPEMENT s.a.s. determines that ALPHALINK DÉVELOPPEMENT s.a.s.-sited interconnection is not reasonably feasible, it will inform the Operator and the ILR of the reasons of such unfeasibility within 15 days of receiving the request. ALPHALINK DÉVELOPPEMENT s.a.s. will comply, should the ILR find that ALPHALINK DÉVELOPPEMENT s.a.s.-sited interconnection is reasonably feasible. In case of non-feasibility of ALPHALINK DÉVELOPPEMENT s.a.s.-sited interconnection, ALPHALINK DÉVELOPPEMENT s.a.s. will cooperate with the Operator in order to find an appropriate alternative solution.

For the provision of the co-location facilities, the conditions and prices are subject to a separate offer.

6.2. Interconnection Capacity

The Operator is responsible for the dimensioning of the Interconnection Links capacity required for the conveyance of its own traffic. An Operator's own traffic consists in the traffic for which the Operator is billed by ALPHALINK DÉVELOPPEMENT s.a.s..

6.3. Signaling System

The signaling systems between ALPHALINK DÉVELOPPEMENT s.a.s. and the Operator shall be based on the IETF SIP protocol. At the transmission levels, the interconnection is based on IP Networks

7. Quality of service of ALPHALINK DÉVELOPPEMENT s.a.s. Interconnection Services

As far as the terminating access service is concerned, ALPHALINK DÉVELOPPEMENT s.a.s. undertakes to ensure for its own System a network failure rate, which does not exceed 1, 5% as a national 3 months average, for failures which are exclusively due to its System. Network failure rate is the ratio between the number of calls handed over by an Operator to be terminated on ALPHALINK DÉVELOPPEMENT s.a.s. Network and failed due to insufficiencies in ALPHALINK DÉVELOPPEMENT s.a.s. Network and the total amount of calls handed over by that Operator to be terminated on ALPHALINK DÉVELOPPEMENT s.a.s. network (excluding, in particular, failures due to end-user behavior and failure of terminal equipment).

In the event of disturbance of the conveyance of traffic within its System, ALPHALINK DÉVELOPPEMENT s.a.s. may be constrained to implement the classical measures of traffic regulation (limiting channels, etc.) in order to limit its effect on the quality of the service provided to its customers as well as to the Interconnected Operators. The target figures given above for network failure rate do not include failures that are caused by the mentioned measures of traffic regulation. The Operator and the ILR shall be informed if the above-mentioned measures for traffic regulation have to be applied and how long they may last.

ALPHALINK DÉVELOPPEMENT s.a.s. shall respect the quality conditions as they are defined in the applicable legal regulation and in accordance with the quality ALPHALINK DÉVELOPPEMENT s.a.s. provides for its retail clients.

8. Procedures for reaching an Interconnect Agreement

Interconnection agreements shall be negotiated and reached according to the general modalities for interconnection as determined by the ILR (Article 23 of the Law).

ALPHALINK DÉVELOPPEMENT s.a.s. may demand the delivery of a bank guarantee on first demand of a Luxembourg based bank of 10.000,00 € in favor of ALPHALINK DÉVELOPPEMENT s.a.s. for the provisioning of the interconnect service.

ALPHALINK DÉVELOPPEMENT s.a.s. may also without prejudice to previous arrangements demand payment in advance. Requests for interconnection services shall be made in writing to the following address:

ALPHALINK DÉVELOPPEMENT s.a.s.
Le Boismain, route de Chauvé
F-44210 Pornic

9. Annexes

All prices mentioned here after are given exclusive of VAT or any other legal taxes, which will be added where applicable.

Annex.1. : Tariffs applicable to the terminating access service

A) Terminating access service of Calls Originating from countries within the EEA

Billing Period	Charge per minute ¹⁾
01/07/2019 – 31/12/2019	0,138 €ct

1) To be billed on a per nearest second basis.

Termination of originating calls with A-Number belonging to any of the Country Codes included below in the table 1, ALPHALINK DÉVELOPPEMENT s.a.s. will not apply a surcharge to the national termination rate specified above in 9. / Annex.1 / A).

Austria (+43)	Latvia (+371)
Belgium (+32)	Liechtenstein (+423)
Bulgaria (+359)	Lithuania (+370)
Croatia (+385)	Luxembourg (+352)
Cyprus (+357)	Malta (+356)
Czech Republic (+420)	Martinique (+596)
Denmark (+45)	Mayotte (+262)
Estonia (+372)	Netherlands (+31)
Finland (+358)	Norway (+47)
France (+33)	Poland (+48)
French Guiana (+594)	Portugal (+351)
Germany (+49)	Reunion (+262262)
Greece (+30)	Romania (+40)
Guadeloupe (+590)	Slovakia (+421)
Hungary (+36)	Slovenia (+386)
Iceland (+354)	Spain (+34)
Ireland (+353)	Sweden (+46)
Italy (+39)	UK (+44)

Table 1: No surcharge will be applied for the termination of calls originating from these countries

B) Terminating access service of Calls Originating from countries outside of the EEA

1) Termination of originating calls with A-Number belonging to any of the Country Codes included below in the table 2, ALPHALINK DÉVELOPPEMENT s.a.s. will not apply a surcharge to the national termination rate specified above in 9. / Annex.1 / A).

Austria (+43)	Puerto Rico (+1787, +1939)
Canada (+1)	United States Alaska (+1907)
China (+86)	United States Hawaii (+1808)
India (+91)	United States of America (+1)

Table 2: No surcharge will be applied for the termination of calls originating from these countries

2) Termination of originating calls with A-Number belonging to any of the Country Codes included below in the table 3, ALPHALINK DÉVELOPPEMENT s.a.s. will apply a surcharge of 5 €/minute to the national termination rate specified in 9. / Annex.1 / A).

Bangladesh (+880)	Kuwait(+965)
Bermuda (+1441)	Malaysia (+60)
Brazil (+55)	New Zealand (+64)
Brunei (+673)	Pakistan (+92)
Colombia (+57)	Singapore (+65)
Costa Rica (+506)	South Africa (+27)
Dominican Rep (+1809 ; +1829 ; +1849)	South Korea (+82)
Egypt (+20)	Switzerland (+41)
Gibraltar (+350)	Taiwan (+886)
Hong Kong (+852)	Thailand (+66)
Indonesia (+62)	United States Virgin Islands (+1340)
Japan (+81)	Viet Nam (+84)

Table 3: A surcharge of 5 €/minute will be applied for the termination of calls originating from these countries

C) Terminating access service of Calls Originating from any other countries

Termination of originating calls with A-Number not belonging to any of the Country Codes included in the table 1, table 2 and table 3, without an A-Number or an invalid A-Number, ALPHALINK DÉVELOPPEMENT s.a.s. will apply a surcharge of 12 €/minute to the national termination rate specified in 9. / Annex.1 / A).

D) Terminating access service to Emergency Numbers

Terminating access to emergency numbers is free of charge.

9.2. Annex 2: Tariffs applicable to the interconnection link service

Annual fee per 2Mbit's link covering equipment and maintenance	1.713,-€
One-Off charge per Operator Covering installation and testing	8.149,-€