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Date: 25 Jul 2013 17:51:32 GMT+02:00

To: "Wolf-Dietrich.Grussmann@ec.europa.eu

Subject: virtual access products

Dear Dieter,

Thanks for the Single market proposals around virtual access products for enterprise market which we find very helpful. You'll find enclosed in the document some suggestions (mainly on leased line aspects which are very important elements to new entrants still).

There are also some consumer provision related comments in the document, but feel free to ignore these as I have forwarded the document as well to Vesa's unit.

Hope this helps

Kind regards

Eirini

Passporting		
Article 4(5)		
<p>Current clause</p> <p>At the request of a European electronic communications provider, the competent national regulatory authority of the home Member State shall issue a declaration according to Article 9 of the Authorisation Directive, confirming that the undertaking has submitted a notification and specifying that it is subject to the EU Passport</p>	<p>New clause</p> <p>At the request of a European electronic communications provider, the competent national regulatory authority of the home Member State shall issue a declaration according to Article 9 of the Authorisation Directive, confirming that the undertaking has submitted a notification and specifying that it is subject to the EU Passport within 2 weeks of receipt of the notification referred to in Article 4.</p>	<p>There needs to be a clear timetable for the approval process to avoid undue delays.</p>
Net neutrality		
<p>Article 20(2)</p> <p>Current clause</p> <p>Within the limits of any contracted data volumes or speeds, providers of electronic communications to the public shall not restrict the foregoing freedoms by employing traffic management practices solely or primarily to block, slow down or otherwise degrade specific services or applications, or specific classes thereof, unless, and only to the extent that, such restrictions are necessary to:</p> <p>a) implement a legislative provision or a court order;</p> <p>b) preserve the integrity and security of the network, services provided via this network, and the end-users' terminals;</p> <p>c) prevent the transmission of unsolicited communications to end-users who have given their prior consent to such restrictive measures ;</p> <p>d) minimise the effects of excessive congestion provided that equivalent types of traffic are treated equally.</p>	<p>New clause</p> <p>Within the limits of any contracted data volumes or speeds, providers of electronic communications to the public shall not restrict the foregoing freedoms by employing traffic management practices solely or primarily to block, slow down or otherwise degrade specific services or applications, or specific classes thereof, unless, and only to the extent that, such restrictions are necessary to:</p> <p>a) implement a legislative provision or a court order;</p> <p>b) preserve the integrity and security of the network, services provided via this network, and the end-users' terminals;</p> <p>c) prevent the transmission of unsolicited communications to end-users who have given their prior consent to such restrictive measures ;</p> <p>d) minimise the effects of congestion provided that equivalent types of traffic are treated equally.</p> <p>Notwithstanding the foregoing,</p>	<p>It is still not entirely clear from the text whether it is possible to prioritise voice and video classes of service, as agreed in telecommunication standards. The amendment clarifies the position.</p> <p>The term "excessive" congestion has been amended; congestion will be a very dynamic issue and consequently a very restrictive interpretation of traffic management needed to manage this ever changing problem might disadvantage end users.</p>

	content-neutral transport classification based on technical requirements shall not constitute blocking, slowing down or otherwise degrading of services	
Transparency		
Article 21		
<p>1. Providers of electronic communications to the public shall publish transparent, comparable, adequate and up-to-date information on:</p> <p>a) their name and head office address</p> <p>b) for each tariff the scope of the services offered and the relevant quality of service parameters, the applicable prices (for consumers including taxes) and any applicable charges (access, usage, maintenance and any additional charges), as well as costs with respect to terminal equipment,</p>	<p>1. Providers of electronic communications to the public shall publish transparent, comparable, adequate and up-to-date information for consumers on:</p> <p>a) their name and head office address</p> <p>b) for each tariff the scope of the services offered and the relevant quality of service parameters, the applicable prices and any applicable charges (access, usage, maintenance and any additional charges), as well as costs with respect to terminal equipment</p>	<p>It is not practical to provide this for enterprise customers who have bespoke deals</p>
<p>Article 21(5)</p> <p>Providers of electronic communications to the public shall ensure that an appropriate notification is sent to the end-user when the consumption of services has reached 80% of the financial limit set. The notification shall indicate the procedure to be followed to continue the provision of those services. The provider shall cease to provide and to charge the end-user for the specified services if the financial limit would otherwise be exceeded, unless and until the end-user requests the continued or renewed provision of those services.</p>	<p>Providers of electronic communications to the public shall ensure that an appropriate notification is sent to the end-user when the consumption of services has reached 80% of the financial limit set. The notification shall indicate the procedure to be followed to continue the provision of those services. The provider shall cease to provide and to charge the end-user for the specified services if the financial limit would otherwise be exceeded, unless and until the end-user requests the continued or renewed provision of those services. Unless otherwise agreed by the end-user, a minimum agreed</p>	<p>If a basic level of service is provided, it is reasonable to continue charging.</p>

<p>Unless otherwise agreed by the end-user, a minimum agreed level of service shall still be available for Internet access.</p>	<p>level of service shall still be available for Internet access and for the avoidance of doubt, shall be entitled to charge for such internet access.</p>	
<p>Article 21(6)</p> <p>6. Providers of electronic communications to the public shall distribute public interest information free of charge to end-users, where appropriate, by the same means as those ordinarily used by them in their communications with end-users. In such a case, that information shall be provided by the relevant public authorities to the providers of electronic communications to the public in a standardised format and shall, inter alia, cover the following topics:</p> <p>(a) the most common uses of electronic communications services to engage in unlawful activities or to disseminate harmful content, particularly where it may prejudice respect for the rights and freedoms of others, including infringements of copyright and related rights, and their legal consequences; and</p> <p>(b) the means of protection against risks to personal security, privacy and personal data when using electronic communications services.</p>	<p>Delete requirement</p>	<p>There is no need for governments to distribute messaging via electronic communications networks – and potential for misuse.</p>
<p>Virtual Access Products</p>		
<p>Article 2 - Definitions</p>		
<p>Current clause</p> <p>(8) "virtual broadband access means a type of wholesale access to broadband networks that consists of a virtual access link to the customer premises over any access network</p>	<p>New clause</p> <p>(8) "virtual access" means (i) a type of wholesale access to broadband networks that consists of a virtual access link to the customer premises over any access network</p>	<p>Key points:</p> <p>Change to the definition to bring leased lines within scope of the single market proposal, as these are the lifeblood of pan-European enterprise connectivity.</p>

architecture, excluding physical unbundling, together with a transmission service to a defined set of points of handover, and including specific network elements, specific network functionalities and ancillary IT systems;	architecture, excluding physical unbundling, together with a transmission service to a defined set of points of handover, and including specific network elements, specific network functionalities and ancillary IT systems; and also (ii) a fixed network wholesale product providing constant, symmetrical and permanent capacity between fixed locations.	Removal of the word 'broadband' to make clear that the concept of "virtual access" includes both access to broadband networks and provision of standalone access products (specifically, leased lines).
Article 14		
Current clause N/A	New clause 2. Charges for harmonised European leased line products as identified in Annex I, Offer 3 should be cost-oriented in accordance with the procedure set out in Article 13 of Directive 2002/19/EC.	Key points: There are significant inconsistencies in price regulation for leased lines across the EU, acting as a barrier to pan-European enterprise service provision.
Annex 1 – Offer 1		
Current clause <u>Network functionalities:</u> - flexible allocation of VLANs based on common technical specification; - service agnostic connectivity, enabling control of traffic speed and symmetry; - security enabling; - flexible choice of customer premises equipment (as long as technically possible); and - multicast functionality.	New clause <u>Network functionalities:</u> - flexible allocation of VLANs based on common technical specification; - service agnostic connectivity, enabling control of traffic speed and symmetry; - security enabling; - flexible choice of customer premises equipment (as long as technically possible); - multicast functionality; and able to support <u>appropriate quality of service levels, including business-grade service levels with regard to delay, jitter & packet loss.</u>	Key points: Quality of service is an important consideration for enterprise customers.
Annex 1		
Current clause N/A	New clause OFFER 3: "Alternative Interface Leased Lines ", meaning the group of digital leased lines products using modern interfaces, including but not limited to	Key points: Inclusion to ensure the key minimum parameters relating to alternative interface leased lines are included within scope of European virtual access

	<p>Ethernet interfaces, that are generally more suitable for transmission of Internet protocol (IP) data capacity between fixed locations.</p> <p>Access product functionalities</p> <ul style="list-style-type: none"> - Quality of Service (QoS) enabling business critical performance - VLAN - Resilience - Maximum packet size <p>Minimum product set</p> <ul style="list-style-type: none"> - Symmetric offers at <ul style="list-style-type: none"> o 10Mbits o 100Mbit/s o 1Gbit/s o 10Gbit/s <p>Provisioning</p> <ul style="list-style-type: none"> - Order confirmation next working day - 5 working days maximum where infrastructure exists - 40 working days (95% lines) - 60 working days (100% lines) <p>Repair Time</p> <ul style="list-style-type: none"> - 5 hours <p>Penalties</p> <ul style="list-style-type: none"> - 15% of monthly rental charge + 15% monthly charge for each full hour in excess of 5 hours <p>Service availability (gliding average)</p> <ul style="list-style-type: none"> - 99.9% 	<p>products.</p>
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