

Direct Wholesale Roaming Access Reference Offer of <Operator>

1. Scope

- 1.1. This Direct Wholesale Roaming Access Reference Offer (hereinafter referred to as “Offer”) for international roaming within the Member States of the European Union, the outermost regions of the European Union and countries adopting the Regulation (hereinafter all together referred to as “European Union”) is prepared by <Operator Company name XX>, a company registered in <Country name XX> (registration number XXXXXXXXXX) whose registered address is <Legal address XX> (hereinafter referred to as „Operator”).
- 1.2. The Offer is prepared to provide possibilities to use services offered by the Operator on a mobile telecommunication network of the Operator to the customers of another party (hereinafter referred to as “Access seeker”) by means of international roaming within the European Union (hereinafter referred to as “Access”).
- 1.3. The Offer is prepared in accordance with the Regulation No 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications networks within the Union (hereinafter referred to as the “Regulation”) and, to the extent applicable, the BEREC Guidelines on the application of Article 3 of the Roaming Regulation - Wholesale Roaming Access (hereinafter referred to as the “Guidelines”). The international wholesale roaming services covered by the Regulation are referred to as the “Regulated wholesale roaming services”.
- 1.4. This Offer does not include international roaming services outside the European Union, as defined in the Regulation, provisioning of national roaming on the mobile telecommunication network of the Operator or provisioning of possibilities to use international roaming services on mobile telecommunication networks of other operators having international roaming agreement(s) with the Operator.

2. General terms of the Offer

- 2.1. This Offer is valid for any undertaking, which is entitled to provide Regulated retail roaming services to end customers and which public mobile communications network or customers can be identified by the EU numbering resources assigned to the mobile service.
- 2.2. The Offer is valid from the date when the Operator has made it public in accordance with the Regulation and is valid until it is replaced by a new Offer, or until the Operator is not obliged to maintain and publish an Offer.
- 2.3. The Offer provides the services, which are divided into the following categories:
 - 2.3.1. Regulated wholesale roaming services:
 - 2.3.1.1. Origination of a regulated roaming call;
 - 2.3.1.2. Origination of a regulated roaming SMS message;
 - 2.3.1.3. Termination of a regulated roaming SMS message;
 - 2.3.1.4. Regulated data roaming service.
 - 2.3.2. Supplementary wholesale roaming services:
 - 2.3.2.1. Termination of received roaming call;
 - 2.3.2.2. Triggering of Customized Applications for Mobile network Enhanced Logic (CAMEL) phase <1-3>.
 - 2.3.2.3. Origination of Circuit Switched Video Telephony Calls.
- 2.4. The services included in the Offer will be provided in accordance with the conditions set out in the International Roaming Agreement (hereinafter referred to as the “Agreement”).
- 2.5. The charges for the Regulated wholesale roaming services included in the Offer are listed in the Appendix 1 hereto.

- 2.6. The charges for supplementary wholesale roaming services will be provided together with the Agreement according to the article 4.5.
- 2.7. This Offer is updated minimum once every year. In addition, the Operator has the right to make changes and/or amendments to the Offer and publish new Offer at any time.

3. Overview of the Agreement

- 3.1. The Agreement consists of the following integral parts which are based on the permanent reference documents (PRD) maintained by the GSM Association (GSMA):
 - 3.1.1. International Roaming Agreement based on PRD AA.12, governed by and construed in accordance with Swiss law.
 - 3.1.2. Annexes to the Agreement based on PRD AA.13, including the following additional annexes to cover specific requirements of this Offer:
 - 3.1.2.1. Service Level Agreement (SLA) setting out the standards of service level to be expected. The minimum service levels are the following:
 - 3.1.2.1.1. For normal operation the target of availability of roaming services shall be the same as for the VPMN operator's customers;
 - 3.1.2.1.2. For maintenance the target for implementation of changes due to other party's IR.21 document shall be ten (10) working days, after being notified according to time frames set in PRD IR.21;
 - 3.1.2.1.3. For fault repairs the resolution target of Critical Service Affecting faults shall be one (1) working day, Non-critical service affecting faults – five (5) working days.
 - 3.1.2.2. Annex on financial security to be provided by the Access seeker for its payment obligation pursuant to the Agreement:
 - 3.1.2.2.1. The financial security shall be either i) a cash deposit to be placed on a Operator's account or ii) an on-demand bank guarantee;
 - 3.1.2.2.2. The level of the financial security shall cover an amount of at least three (3) month's forecasted total invoiced amounts for services provided by the Operator;
 - 3.1.2.2.3. The calculation of the required level of the financial security shall be done twice a year and an adjustment will be made if the difference is more than ten percent (10%);
 - 3.1.2.2.4. The updated traffic forecasts shall be submitted to the Operator by 15th of November and 15th of May at latest each year.
 - 3.1.3. Individual Annexes to the Agreement based on PRD AA.14 of the Operator and Access seeker.
 - 3.1.4. SMS Interworking Addendum as optional agreement to provide SMS interworking between the Operator and Access seeker.
- 3.2. Main terms of the Agreement::
 - 3.2.1. Duration of the Agreement – the Agreement comes into force when the Operator and Access seeker have signed the Agreement by their duly authorized representatives and, if not terminated for specific cause set out in the Agreement, shall remain in force unless terminated by either party in writing subject to a period of notice of six (6) months;
 - 3.2.2. Termination - Agreement may be terminated as follows:
 - 3.2.2.1. If the suspension of services to the Access seeker by Operator continues for more than six (6) months, the Access seeker shall have the right to terminate the Agreement with immediate effect by written notice; or
 - 3.2.2.2. If the force majeure event continues for more than six (6) months, either party shall have the right to terminate the Agreement with immediate effect by written notice; or

- 3.2.2.3. By mutual agreement of the parties; or
 - 3.2.2.4. By one of the parties, with immediate effect, when the other party is in material breach of the Agreement and does not or is not capable of remedying such breach within sixty (60) days of receipt of a written notice to such effect; or
 - 3.2.2.5. By one of the parties, with immediate effect, if the other party becomes bankrupt or insolvent or if that other party enters into any composition or arrangement with its creditors and that other party is not able to ensure performance of its obligations under the Agreement by a guarantee from a first class bank, payable on first written demand; or
 - 3.2.2.6. By written notice of either party to the other in the event that international roaming becomes technically or commercially impracticable on respective party's Public Mobile Network and the provisions set out in Article 14 (Suspension of Services) of the Agreement are not sufficient to solve the problem or if an unacceptable level of unauthorized use occurs and the other party is not capable of remedying such unauthorized use within sixty (60) days of receipt of a written notice to such effect; or
 - 3.2.2.7. Subject to Article 19.1 (Successors and Assigns) of the Agreement immediately in the event a final order by the relevant governmental authority revoking or denying renewal of the license(s) or permission to operate a Public Mobile Network(s) granted to either party, or any other license necessary to operate the Service(s), takes effect; or
 - 3.2.2.8. Subject to Article 13.4 (Liability of the Parties) of the Agreement by one of the Parties with immediate effect, if one Party can prove beyond any doubt that the other Party is being negligent in implementing and/or obeying the agreed Fraud Prevention procedures, which are set out in Annex C.7. of the Agreement (Fraud Prevention Procedures); or
 - 3.2.2.9. If the parties have not started at least unilateral commercial international roaming service within six (6) months after signing the Agreement; or
 - 3.2.2.10. If the Regulation is no longer applicable subject to a period of notice of six (6) months.
- 3.2.3. Any changes, amendments and/or additions to the Agreement shall be agreed on and documented in writing;
 - 3.2.4. Management and implementation of services - the services provided by each party are defined in Individual Annex I.2 of Agreement and may be amended from time to time;
 - 3.2.5. Interoperability, technical interfaces and protocols will be carried out in accordance with the technical specifications defined and adopted by 3GPP (Third Generation Partnership Project) and consistent with best industry practice, including the ETSI technical specifications defined and adopted by 3GPP (hereinafter reference to as "Technical Specifications");
 - 3.2.6. Security and data privacy terms are defined in the Agreement and are subject to the regulations and laws of the respective countries of the Operator and Access seeker;
 - 3.2.7. Fraud prevention procedures will be supported as specified by Common Annex C.7 of Agreement based on GSMA binding PRD BA.20 specifying Near Real Time Roaming Data Exchange (NRTRDE) procedure;
 - 3.2.8. Dispute resolution:
 - 3.2.8.1. All disputes in connection with the Agreement, if not settled by escalation procedures, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by three (3) arbitrators appointed in accordance with the said Rules.
 - 3.2.8.2. In addition, in line with Article 17 of the Regulation, a dispute between undertakings providing electronic communications networks or roaming services in a Member State of the European Union, may use the dispute

resolution procedures laid down in Articles 20 and 21 of the Framework Directive.

4. Access request and implementation conditions

- 4.1. The Access seeker shall send a written request in English describing the scope of the services ordered to the following address: <Operator address XX>.
- 4.2. The following documentation shall be attached to the request:
 - 4.2.1. Overview of the services requested from the Operator;
 - 4.2.2. Certificate of registration or corresponding documentation of the Access seeker;
 - 4.2.3. Written documentation that the undertaking is entitled to provide regulated retail roaming services to end customers within any Member State of the European Union;
 - 4.2.4. Written documentation of the EU numbering resources assigned to its mobile service;
 - 4.2.5. Annual report of the previous financial year;
 - 4.2.6. Financial figures of the last quarter of the current year;
 - 4.2.7. Initial estimate of traffic volume per roaming service covered in the request;
 - 4.2.8. Information on signaling connectivity to establish interconnection;
 - 4.2.9. Information on Transferred Account Procedure file (TAP) and NRTRDE provisioning;
 - 4.2.10. Contact data of the Access seeker.
- 4.3. The documentation shall be duly signed by authorized persons of the Access seeker.
- 4.4. The Operator will review the Access request within two (2) weeks of its receipt and take one of the following decisions:
 - 4.4.1. to accept the request, fully or partly;
 - 4.4.2. to refuse the Access request.
- 4.5. If the request will be accepted, the Operator will distribute by e-mail the Agreement to the Access seeker within one (1) month period from receiving the direct wholesale access request.
- 4.6. If there are multiple requests, the Operator will handle them on first-come –first-served basis.
- 4.7. The Operator has the right to refuse the request, providing the reason of the refusal to the Access seeker in writing, in the event:
 - 4.7.1. The Access seeker does not provide the required documentation according to article 4.2 above, and/or,
 - 4.7.2. The required documentation according to article 4.2 is not signed by duly authorized persons of the Access seeker;
 - 4.7.3. The Operator is to deploy an undue level of resources to implement the direct wholesale access and it is reasonable to foresee that the implementation costs will not be recovered within a reasonable period of time.
- 4.8. If Party does not eliminate deficiencies or inconsistencies in its request as specified by the Operator in line with article 4.2 within the period prescribed by the Operator, it is considered that the Access seeker has revoked its request.

5. Technical Implementation

- 5.1. The Operator will start the technical implementation after the Agreement has been signed and will perform transparent and flexible procedures for testing and implementation.
- 5.2. The direct wholesale access will be implemented within a period of three (3) months of Agreement signature, subject to any delays on the part of the Access seeker.
- 5.3. Implementation shall be done in accordance with the procedures described below:
 - 5.3.1. SIM card exchange:
 - 5.3.1.1. In order to perform roaming tests, the Operator and Access seeker shall exchange test SIM cards;
 - 5.3.1.2. The number of test SIM cards to issue should be agreed prior start of testing.

- 5.3.2. Exchange of individual technical information - GSMA IR.21 documents:
 - 5.3.2.1. The technical information relevant for international roaming or SMS interworking shall be exchanged between the Operator and Access seeker as part of Inter-Working, Roaming Expert Group (IREG) testing procedures and IREG PRDs.
- 5.3.3. Signaling setup and numbering implementation:
 - 5.3.3.1. The Operator and Access seeker shall agree on interconnection points and signaling routes to be used. Numbering implementation shall be done in accordance with information specified in GSMA IR.21 document of the Operator and Access seeker accordingly.
- 5.3.4. Billing setup:
 - 5.3.4.1. The Operator and Access seeker shall make appropriate configuration changes in their billing systems.
- 5.3.5. Technical testing – IREG tests shall be performed for services and test cases as agreed between the parties on every specific technology network environment based on:
 - 5.3.5.1. Circuit Switched service tests – GSMA PRD IR.24 test procedures;
 - 5.3.5.2. Packet Switched service tests - GSMA PRD IR.35 test procedures;
 - 5.3.5.3. Customized Application for Mobile network Enhanced Logic (CAMEL) protocol tests - GSMA PRD IR.32 test procedures.
- 5.3.6. Billing testing:
 - 5.3.6.1. The Operator and Access seeker shall validate the IREG test results against the billing records on their billing systems and test the TAP flow between the parties and Data Clearing Houses.
- 5.3.7. Fraud Prevention:
 - 5.3.7.1. The Operator and Access seeker will make configuration changes to ensure the NRTRDE procedure.
- 5.3.8. Service launch:
 - 5.3.8.1. After successful completion of technical and billing test procedures the commercial launch for each service starts by signing a Commercial Launch Letter (CLL).
 - 5.3.8.2. After commercial launch both Operator and Access seeker shall ensure that TAP file and NRTRDE file exchange procedure is working correctly.

6. Appendixes

1. Regulated Wholesale access charges
2. Technical information