

Direct Wholesale Roaming Access Agreement
Between

Telekom Deutschland GmbH

Having its registered address:

Landgrabenweg 151

53227 Bonn

Germany

.....
(Hereinafter referred to as "**Telekom D**")

and

<Direct Wholesale Roaming Access Seeker>

having its registered address:

.....
(Hereinafter referred to as "B")

(Together "The Parties")

1 Introduction

- 1.1 European Union ("EU") Mobile network operators shall meet all reasonable requests for wholesale roaming access according to Article 3 of the EU Roaming Regulation. It is for each individual mobile network operator to determine what constitutes a reasonable request for wholesale roaming.
- 1.2 Subject to Article 3 of the EU Roaming Regulation, the Parties wish to enter into this unilateral Agreement for International Roaming for the temporary provision of Services by **Telekom D** in order to enable Roaming Customers of to gain access to mobile telecommunications services in the geographic areas where **Telekom D** operates a PMN.
- 1.3 The Annexes, including the Overview of the Annex Structure, constitute an integral part of the Agreement. In case of discrepancy between different parts of the Agreement the following order of interpretation shall be applied:
 1. the main body of this Agreement; and
 2. the Annexes
- 1.4 In case of additional requirements, exceptions and/or contradictions between the Agreement and any Technical Specifications or GSM Association Permanent Reference Documents, the provisions of the Agreement shall prevail.
- 1.5 Subject to applicable laws, the Parties agree to be bound by GSMA Permanent Reference documents relevant to International Roaming provided by **Telekom D** from time to time, for example:
 1. GSMA PRDs related to Quality of Service;
 2. GSMA PRDs related to Fraud Detection; and
 3. GSMA PRDs relating to Billing between the Parties including Invoicing and Settlement.
- 1.6 The Parties agree that the purpose of the Agreement is the provision of regulated international roaming access to Roaming Customers of on **Telekom D**'s mobile network in accordance with the EU Roaming Regulation. The Parties acknowledge that the wholesale roaming access is therefore primarily intended to enable Roaming Customers of to use mobile communication services while travelling in **Telekom D**'s licensed area. The wholesale roaming access as set forth under this Agreement is not intended to substitute domestic wholesale offerings for the provision of domestic services on **Telekom D**'s network. It is further not intended to provide services to Customers of that are not resident in or do not have stable links within the meaning of Art. 2 para. 2 lit a) Regulation (EU) 2016/2286 to a Member State of the European Union. In particular this Agreement is not intended to provide non-EU/EEA roaming customers with roaming services.

Any use of wholesale roaming access for purposes other than provision of regulated roaming services to 's Roaming Customers as described in the first subparagraph - such as but not limited to permanent and/or anomalous or abusive usage in **Telekom D**'s home country - shall be allowed only to the extent expressly set forth in this Agreement or subject to prior written approval of **Telekom D**

Any reselling of the services provided under this wholesale roaming access shall be allowed only subject to prior written approval by Telekom D.

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 shall ensure that the Services are only used to provide Regulated Roaming Services to Roaming Customers e.g. by implementing a suitable solution or mechanism.

- 1.7 The Parties acknowledge that Articles 1.5 and 1.6 are material to the Agreement. Therefore, , guarantees to comply with these Articles during the term of this Agreement and will fully indemnify Telekom D for all damages incurred through breach of these Articles. Article 16.4 applies accordingly.

In case of such breach **Telekom D** also reserves the right to take necessary measures accordingly pursuant to applicable EU Roaming Regulation which may include, but are not limited to, termination of the Agreement.

2 Starting Date and Transparency Obligations

- 2.1 The actual commercial starting date for Direct Wholesale Roaming Access shall be the date as agreed by both Parties in written form after successful completion of all necessary network and billing test procedures.
- 2.2 During the term of this Agreement **Telekom D** may at any time conduct audits in order to confirm that has implemented a suitable mechanism that ensures that the Services are only used to provide Regulated Roaming Services to Roaming Customers by determining that each of 's customers is either resident in or has established a stable link within the meaning of Art. 2 para. 2 lit a) Regulation (EU) 2016/2286 in a geographical area of a Member State of the European Union. In case the findings of the audit do not confirm the existence of a suitable mechanism as described above, (i) Article 21.1 No. 2 applies accordingly and (ii) shall bear the cost of the audit.

3 • Definitions

For the purpose of the Agreement the following terms shall have the meanings set forth in their respective definitions below, unless a different meaning is called for in the context of another provision in the Agreement:

- 3.1. "**Affiliated Company**" of a Party means any other legal entity:
1. directly or indirectly owning or controlling the Party, or
 2. under the direct or indirect ownership or control of the same legal entity directly or indirectly owning or controlling the Party, or
 3. directly or indirectly owned or controlled by the Party,
- for so long as such ownership or control lasts.

Ownership or control shall exist through the direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing similar functions.

- 3.2. "**Anomalous or Abusive Use**" shall mean any use of wholesale roaming access regardless of the actual technology (2G, 3G, 4G) that is contrary to the purpose of this Agreement and that is not approved in writing by **Telekom D**. Such use also includes inter alia
- (i) Permanent Roaming

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(ii) Sponsored Roaming

Provided B is an MNO, Sponsored Roaming shall not be considered as anomalous or abusive use (aa) in case B is obliged to offer resale roaming according to EU Roaming Regulation or (bb) where an MVNO is technically hosted on the B's network for the provision of end-customer services in B's licensed area only, is using B's IMSI to provide roaming coverage to its subscribers and is not itself registered as Full MVNO at the GSMA and equipped with own MNC/MCC and according own IMSIs

(iii) a scenario, where significant Roaming traffic volumes are generated from a number of SIM cards that are sold to customers other than Roaming Customers.

- 3.3. "**Agreement**" shall mean this Wholesale Roaming Access Agreement together with the Annexes attached hereto.
- 3.4. "**Date of the Agreement**" shall mean the date of the last signature on this document.
- 3.5. "**Direct Wholesale Roaming Access**" means the making available of facilities and/or services by a mobile network operator to another undertaking, under the EU Roaming Regulation defined conditions, for the purpose of that other undertaking providing **regulated roaming services** to roaming customers;
- 3.6. "**Effective Period**" shall mean a period of 120 days decremental from each day of use of roaming services on **Telekom D's** network by). For the purpose of clarification, in case of a continuous roaming relation between Telekom D and the determination of the Effective Period shall be irrespective of the term of this Agreement. (e.g. use of roaming services on 19/07/2021. Effective Period shall be from 19/07/2021 until 21/03/2021)
- 3.7. "**EU Roaming Regulation**" means the Roaming Regulation (EU) 2022/612 and as updated by EU.
- 3.8. "**GSM Association Permanent Reference Documents**" means a document noted as such by the GSMA and listed as such by the GSMA on the list of Permanent Reference Documents.
- 3.9. "**International Roaming**" or "**IR**" shall mean the provision of Services by **Telekom D** in respect of which access is granted to Roaming Customers of served through **Telekom D's** PMN.
- 3.10. "**Member State**" shall mean a country belonging to EU/EEA.
- 3.11. "**Permanent Roaming**" shall mean a predominant use of roaming Services by the same IMSI within the Effective Period. Such predominant and therefore permanent use is in any case presumed if the same IMSI attaches to Telekom D's network at least once each day for at least sixty (60) days (accumulated) or more per Effective Period. Furthermore, Permanent Roaming shall also include scenarios where by means of intelligent traffic steering across other national mobile networks a permanent or predominant usage of Services in **Telekom D's** licensed area shall be established in order to provide domestic offerings.
- 3.12. "**Public Mobile Network**" or "**PMN**" shall mean a network that complies with the definition of a GSM network as set out in the Articles of Association of the GSM Association (AA.16).

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Note: In AA.16 GSM network refers to the family of GSM mobile communications systems and future evolutions thereof, e.g. GSM, DCS, PCS, UMTS or its equivalent.

- 3.13. "**Regulated Roaming Services**" shall mean regulated roaming services such as regulated data, voice or SMS services as defined in the EU Roaming Regulation. Prices for Regulated Roaming Services shall not exceed regulated wholesale caps as defined in Art. 9 para. 1, Art. 10 para 1 and Art. 11 para. 1 Roaming Regulation (EU) 2022/612.
- 3.14. "**Roaming Customer**" shall mean a person or entity resident or having stable links within the meaning of Art. 2 para. 2 lit a) Roaming Regulation (EU) 2022/612 in a geographical area of a Member State of the European Union and outside the licensed area served through **Telekom D's** PMN with a valid legal relationship with using a GSM SIM (Subscriber Identity Module) and/or a GSM USIM (Universal Subscriber Identity Module) for use by that person or entity of the Services while roaming on **Telekom D's** PMN in accordance with the terms and conditions of this Agreement.
- 3.15. "**Services**" shall mean the services as specified by **Telekom D** in Annex 8, which may be amended from time to time by **Telekom D**.
- 3.16. "**Session**" shall mean the time between PDP Context Activation until PDP Context deactivation.
- 3.17. „**Sponsored Roaming**“ shall mean a transfer of IMSI ranges by for the implementation in another network or the use of B's IMSI ranges for the provision of roaming services to customers of another roaming provider which results in roaming traffic on Telekom D's network (also known as "IMSI borrowing").
- 3.18. "**TAP**" shall mean Transferred Account Procedure as defined and described in GSM Association Permanent Reference Documents.
- 3.19. "**Technical Specifications**" shall mean the technical specifications defined and adopted by 3GPP (Third Generation Partnership Project), including the ETSI technical specifications defined and adopted by 3GPP.

4 Annexes

- 4.1 The Annexes are divided as set out in the Overview of the Annex Structure.

5 Scope of the Agreement

- 5.1 In respect of and subject to their licenses or rights and other national binding regulations to establish and operate Public Mobile Networks or to offer services to the public, **Telekom D** agrees to offer the Services as described herein and shall pay for Services, subject to Article 5.2, in accordance with:
1. relevant Technical Specifications;
 2. all binding GSM Association Permanent Reference Documents; and
 3. those non-binding GSM Association Permanent Reference Documents which are agreed by the Parties and specifically set out in the Annexes;

including in each case all the commercial aspects, as defined in the Agreement, including the Annexes hereto.

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- 5.2 Additional requirements and exceptions to the Technical Specifications and GSM Association Permanent Reference Documents, as agreed between the Parties, are detailed in the Agreement and/or Annexes to the Agreement.

6 Implementation of the Network and Services

- 6.1 The Services are provided by **Telekom D** as defined in Annex 8. Annex 8 may be amended from time to time by **Telekom D** in accordance with Article 22.2.

In addition:

1. the Services shall only be made available to individual Roaming Customers having valid legal relationships with ;
2. The availability of Services may depend on the availability of appropriate functionality; and
3. Services are provided based on the precondition that Roaming Customers are expected to have a usage pattern that does not differ substantially from other EU roaming customers on Telekom D's network.

7 Management of Modifications to the Services

- 7.1 Following notice of change served by **Telekom D** to implement new Services or changes to any existing Services in accordance with Article 22.2.1 both Parties shall discuss the impact of any such change for Roaming Customers (including Roaming Customers access to these Services) including without limitation, in relation to:

1. network and billing test procedures as set out in the Technical Specifications and the GSM Association Permanent Reference Documents, as requested by either Party;
2. administrative activities; and
3. the targeted starting date for the changed services.

8 Forecasting

- 8.1 **Telekom D** is entitled to ask and must provide, prior to the launch, a forecast of all voice, SMS and data traffic for the 12 months after commercial launch ("First Contractual Year") and such a request may be made and must be replied to annually thereafter.
- 8.2 The Parties will review the actually achieved traffic volume once a year in order to assess the continuation of the roaming relationship taking into account the economical and commercial interests of both Parties in regard to the roaming services provided under this Agreement. The first review shall take place after the First Contractual Year.

9 Charging, Billing & Accounting

- 9.1 **Telekom D** is entitled to ask and must provide, prior to the Date of the Agreement, an irrevocable and unconditional bank guarantee by an international reputed bank as a collateral for the payment of the remuneration. The Bank Guarantee must be executable at first demand of **Telekom D** and must be valid for the entire term of this Agreement.
- 9.2 The value of the Bank Guarantee shall amount to the expected aggregated wholesale revenue volumes (equalling the estimated Roaming Charges according to the submitted Traffic Forecast for outgoing voice calls, SMS and data and the IOT prices as set forth hereunder) of, at a minimum, 3 months.

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- 9.3 **Telekom D** reserves the right to review the value of the Bank Guarantee every six months but at a minimum once a year in concurrence with the traffic review. The first review shall take place after the initial period of 6 months following the Date of the Agreement, based on the actual achieved traffic volumes.
- 9.4 **Telekom D** may request an increase or decrease of the value of the Bank Guarantee at any time to meet its varied need to safeguard the payment claims due to the development of the roaming relationship under this Agreement. In particular, but not limited to, an increase may be requested in the event the average wholesale revenue volumes have increased by more than 20% in comparison to the average wholesale revenue volumes of the previous 6 months period or, in case of an annual review, in comparison to the average wholesale revenue volumes of the previous 12 months period, **Telekom D** may request an increase of the value of the Bank Guarantee according to the percentage rate of the increased wholesale revenue volumes. The same rule applies in derivation for the decrease of the value of the Bank Guarantee.

This Article 9.4 shall apply accordingly in case Telekom D has not made use of its right under Article 9.1 prior to the Date of the Agreement. Telekom D may at any time during the term of this Agreement request a bank guarantee as described in Article 9.1 in order to meet its varied need to safeguard the payment claims due to the development of the roaming relationship under this Agreement.

- 9.5 **Telekom D** shall inform of the requested change of the Bank Guarantee. Upon receipt of such request shall provide the changed Bank Guarantee no later than 30 days.
- 9.6 If, in case of an request to increase the value of the Bank Guarantee, does not provide the changed Bank Guarantee according to Article 9.5 in due time or in case a valid Bank Guarantee lapses during the term of this Agreement, **Telekom D** will suspend all of its Services to 's Roaming Customer(s) until receipt of the changed or renewed Bank Guarantee.

10 Implementation of TAP

- 10.1 The Parties shall implement TAP according to the GSM Association Permanent Reference Documents and the provisions set out in the Annex 3.1.

11 Billing and Accounting

- 11.1 The Parties shall implement billing and accounting according to the GSM Association Permanent Reference Documents and the provisions set out in Annex 3.2.
- When a Roaming Customer uses the Services made available hereunder by **Telekom D**, shall be responsible for payment of charges for the said Services so used in accordance with the tariff of **Telekom D**.
- 11.2 shall not be liable for the payment of charges for chargeable Services provided by **Telekom D** without Subscriber Identity Authentication as defined in GSM Association Permanent Reference Documents, except to the extent that actually recovers all charges due in relation to the Roaming Customer. In the case of re-authentication malfunction, procedures are further detailed in Annex 5.2.

12 Customer Care

- 12.1 The responsibilities of each Party concerning Customer Care are described in Annex 4.

13 Confidentiality

- 13.1 The Parties agree that all aspects of the contents of the Agreement shall be treated as Information (as defined below) and no information in respect to the content of the Agreement shall be disclosed without the prior written consent of the Parties except as reasonably necessary to implement the Agreement.
- 13.2 In addition to Article 13.1 hereof, the Parties hereby agree to treat all information exchanged between them (hereinafter referred to as "Information") as confidential and agree not to disclose such Information in any manner whatsoever, in whole or in part except as provided in this Article 13. The Parties shall not use any Information other than in connection with the discussions between them and any transactions resulting therefrom, or for the provision of the Services as contemplated herein. The Parties are also entitled to disclose Information to third parties in the context of a possible bona fide acquisition or sale of its operations in support of reasonably related due diligence activities in respect thereof, or for the borrowing of funds or obtaining of insurance, in which case any third parties (including lenders or insurance companies) involved in such activities shall be obliged to enter into confidentiality agreements which have the equivalent content as this Article 13 before receiving the Information. In addition to the foregoing, the Parties shall also be entitled to share information with Affiliated Companies, directors, agents, professional advisers, contractors, employees or resellers on a need to know basis provided that such Affiliated Companies, agents, contractors, employees or resellers have entered into confidentiality agreements in a form substantially equivalent to and on terms and conditions no less stringent than the terms and conditions set out in this Article 13. Subject to Article 13.3 hereof, each Party shall be liable in accordance with Article 16 (subject to Article 13.3 hereof) toward the other Party(ies) in respect of any unauthorized disclosure of Information made by any other authorized recipients.
- 13.3 Notwithstanding Article 16 each Party shall be liable under this Agreement to the other Party in respect of any proven damage or loss to the other Party caused by its unauthorised use or disclosure of such information only up to the sum of five hundred thousand (500,000) SDR.
- 13.4 Notwithstanding Article 13.1 above, Information and the contents of this Agreement may be transmitted to governmental, judicial or regulatory authorities, as may be required by any governmental, judicial or regulatory authority.
- 13.5 For the purposes of the Agreement, Information and the contents of this Agreement shall not be considered to be confidential if such Information is:
1. in or passed into the public domain other than by breach of this Article; or
 2. known to a receiving Party prior to the disclosure by a disclosing Party; or
 3. disclosed to a receiving Party without restriction by a third party having the full right to disclose; or
 4. independently developed by a receiving Party to whom no disclosure of confidential Information relevant to such Information has been made.
- 13.6 Each Party agrees that in the event of a breach or threatened breach of Article 13, the harm suffered by the other Party would not be compensable by monetary damages

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alone and, accordingly, in addition to other available legal or equitable remedies, the other Party shall be entitled to apply for an injunction or specific performance with respect to such breach or threatened breach, without proof of actual damages (and without the requirement of posting a bond or other security) and each Party agrees not to plead sufficiency of damages as a defence.

- 13.7 Article 13 shall survive the termination of the Agreement for a period of ten (10) years but shall not in any way limit or restrict a disclosing Party's use of its own confidential Information.

14 Data Privacy

- 14.1 Each Party's obligations hereunder to transfer information to the other Party shall not apply to the extent that a Party is prohibited from doing so by the regulations and laws of its own country applicable to IR and/or data protection.
- 14.2 shall inform its customers that during roaming, the storage, treatment and transfer of their personal data may be subject to regulation different from the regulation in their own country.
- 14.3 The Parties confirm that they shall comply with the Data Privacy Regulations/Laws applicable in their respective countries.

15 Fraud Prevention

- 15.1 The Parties shall comply with the procedures and provisions concerning fraudulent or unauthorised use by Roaming Customers set out in the GSM Association Permanent Reference Documents and in Annex 6.

16 Liability of the Parties

- 16.1 Neither Party shall be liable to the other Party under or in connection with the Agreement except:
1. in respect of charges to be paid to **Telekom D** pursuant to Article 9;
 2. to the extent of its negligence where such negligence results in proven damages or loss to the other Party, in which event the liability of the negligent Party shall be limited to and shall in no event exceed two hundred and fifty thousand (250,000) SDR in respect of any one incident or series of incidents arising from the same cause;
 3. in respect of charges arising from non-compliance with binding GSM Association Permanent Reference Documents pursuant to Article 15.
 4. Where liability is explicitly set forth in this Agreement such as but not limited to Article 1.7;
- 16.2 Furthermore, in no event shall either Party be liable for any consequential damage or loss of whatsoever nature, including but not limited to, loss of profit or loss of business, even if such Party has been advised of the possibility of such loss or damage.
- 16.3 In no event shall any employee of either Party or of an Affiliated Company be liable to the other Party for any act of negligence or intent under or in connection with the Agreement. Save for the limitations in Articles 16.1 and 16.2 nothing in the foregoing shall in any way restrict the liability of either Party for the actions of its employees.
- 16.4 Limitation of liability as described in this Article shall not apply if damage or loss is caused by a Party's wilful misconduct (including fraud) or gross negligence as well as to breach or default regarding any guarantees given under this Agreement .

17 Suspension of Services

- 17.1 Notwithstanding anything in the Agreement to the contrary, **Telekom D** may without liability suspend or terminate all or any of its Services to Roaming Customer(s) as expressly set forth in this Agreement and/or in circumstances where it would suspend or terminate those Services to its own customers, including but not limited to:
1. Roaming Customers using equipment which is defective or illegal; or
 2. Roaming Customers causing any technical or other problems on **Telekom D's** Public Mobile Network; or
 3. suspected fraudulent or unauthorised use; or
 4. violation of Section 1.7; or
 5. authentication of the legal relationship not being possible; or
 6. maintenance or enhancement of its Public Mobile Network or
 7. Suspension for non payment in excess of 3 months.
- 17.2 In case of a proposed suspension of Services to all Roaming Customers, **Telekom D** shall use commercially reasonable efforts to give four (4) weeks written notice (shorter notice may apply given the circumstances related to the suspension) to prior to the suspension taking effect. If the suspension continues for more than six (6) months, shall have the right to terminate the Agreement with immediate effect by written notice.
- 17.3 Notwithstanding the provisions of Article 6, has the right at any time, for technical reasons, without liability but upon detailed written notice to **Telekom D**, to suspend access to the Services to its Roaming Customers. Alternatively, if in the opinion of **Telekom D** it is technically more practicable may request that **Telekom D** suspend all of its Services to Roaming Customers of . **Telekom D** shall use commercially reasonable efforts to comply with such requirement within seven (7) calendar days after receipt of the said notice.
- 17.4 The Parties agree that the suspension shall be removed as soon as the technical reason for the suspension has been overcome by **Telekom D** or as the case may be.

18 Anomalous or Abusive Use

- 18.1 shall proactively monitor its traffic sent to Telekom D and shall inform Telekom D once Anomalous or Abusive Use is taking place. In case fails to inform **Telekom D** and Anomalous or Abusive Use is taking place, 18.4 shall apply accordingly.
- 18.2 In case **Telekom D** has the suspicion that Anomalous or Abusive Use is taking place **Telekom D** may initially request to provide, without prejudice to EU and national data protection requirements, information allowing determination if <B's> customers are in a situation of Anomalous or Abusive Use on the network of **Telekom D** is taking place. Upon **Telekom D's** request shall provide the respective information within 2 (two) weeks.
- In case fails to provide any or sufficient information in due time, Anomalous or Abusive Use is deemed to be established.
- 18.3 Where (i) in accordance with 18.1 has informed Telekom D, or (ii) where in accordance with 18.2 **Telekom D** has established that Anomalous or Abusive Use is taking place, or (iii) where such situation is deemed to be established, **Telekom D** may notify respectively and may request to immediately cease such Anomalous or Abusive Use.

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- 18.4 In case does not immediately cease Anomalous or Abusive Use in accordance with 18.3, **Telekom D** may remove LTE capability for ’s customers immediately upon notification of .
- 18.5 If Anomalous or Abusive Use continues despite the measures listed above, **Telekom D** may without liability forthwith suspend all or any of its Services to <B’s> Roaming Customer(s) until receipt of a written confirmation of to cease such Anomalous or Abusive Use. **Telekom D** may also without liability forthwith suspend all or any of its Services to <B’s> Roaming Customer(s) where measures listed above are not deemed appropriate or sufficient.
- 18.6 If does not provide written proof to **Telekom D** within a period of [4] weeks after the start of the suspension that the reasons leading to the suspension have been remedied, **Telekom D** shall have the right to terminate the Agreement with immediate effect by written notice upon prior authorisation of the national regulatory authority according to Art. 3 paragraph 6 subparagraph 5 of the EU Roaming Regulation. For the avoidance of doubt the suspension will be maintained until the effective date of the termination.

19 Force Majeure

- 19.1 Non-performance of either Party’s obligations pursuant to the Agreement or delay in performing same (except with respect to the payment of charges applicable hereunder) shall not constitute a breach of the Agreement if, and for as long as, it is due to a force majeure event, including, but not being limited to, governmental action, or requirement of regulatory authority, lockouts, strikes, shortage of transportation, war, rebellion or other military action, fire, flood, natural catastrophes, or any other unforeseeable obstacles that a Party is not able to overcome with reasonable efforts, or non-performance of obligations by a sub-contractor to a Party pursuant to any of the aforementioned reasons. The Party prevented from fulfilling its obligations shall on becoming aware of such event inform the other Party in writing of such force majeure event as soon as possible. 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.
- 19.2 If the affected Party fails to inform the other Party of the occurrence of a force majeure event as set forth in Article 19.1 above, then such Party thereafter shall not be entitled to refer such events to force majeure as a reason for non-fulfilment. This obligation does not apply if the force majeure event is known by both Parties or the affected Party is unable to inform the other Party due to the force majeure event.

20 Duration of the Agreement

- 20.1 Subject to Article 2.1 the Agreement comes into force on the Date of the Agreement and subject to the conditions of Articles 17.2, 18, 19.1 and 21 shall remain in force unless terminated by one of the Parties in writing subject to a period of notice of six (6) months.

21 Termination of the Agreement

- 21.1 In addition to the conditions of Articles 17, 18, 19.1 and 20 the Agreement may be terminated as follows:
1. by mutual agreement of the Parties; or
 2. 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;

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3. 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;
4. by written notice of either Party to the other in the event that IR becomes technically or commercially impracticable on **Telekom D's** Public Mobile Network and the provisions set out in Article 17 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
5. subject to Article 22.1 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.

21.2 In the event of termination on the grounds of a breach of the Agreement under the Article 21.1. No.2, the Party in breach shall, notwithstanding Article 16.2, be liable to the other Party (in addition to charges properly due and payable to **Telekom D**) for proven direct damage or loss (excluding indirect or consequential damage or loss) arising as a consequence of such breach up to a maximum aggregate liability of two hundred and fifty thousand (250,000) SDR, provided, however, that such limitation of liability shall not apply if a damage or loss is caused by a Party's wilful misconduct or gross negligence or through breach of a guarantee given under this Agreement.

22 Changes to the Agreement, Annexes and Addenda

22.1 Any amendments and/or additions to the Agreement and/or Annexes and/or Addenda shall be valid only if made in writing and signed by duly authorized representatives of both Parties hereto.

22.2 Notwithstanding Article 22.1 **Telekom D** shall be entitled to:

1. implement new Services or change existing Services as it sees fit subject to the successful completion of all network and billing test procedures as set out in the Technical Specifications and the GSM Association Permanent Reference Documents, as requested by either Party. **Telekom D** shall give at least thirty (30) days' prior written notice of any implementation of Services for the first time. **Telekom D** also agrees to use its reasonable efforts to give the other Party at least thirty (30) days prior written notice of any other proposed implementation of new Services or change of existing Services which is a major change which has an impact on IR;
2. terminate all or any existing Services offered by or to a roaming partner as it sees fit. **Telekom D** agrees to use its reasonable efforts to give at least sixty (60) days prior written notice of any termination of existing Services which is a major change which has an impact on IR; or
3. vary its tariff stated in the Annex 8 or subsequent variation thereof.

22.3 The references to Technical Specifications and binding GSM Association Permanent Reference Documents in Article 5.1 (1) and (2) shall be deemed to include references to these documents as amended by GSM Association from time to time. However the reference to non-binding GSM Association Permanent Reference Documents in Article 5.1(3) shall not be deemed to include a reference to such non-binding documents as amended by GSM Association from time to time unless and to the extent that this is

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expressly agreed by the Parties and detailed in the Agreement, including the Annexes. This Article 22.3 shall be subject to Article 5.2.

22.4 It is also recognised by the Parties that it may be appropriate to seek changes to the Agreement in the light of experience and development in the GSM Association and the establishment of IR between the Parties. Accordingly, the Parties shall enter into good faith discussions with a view to agreeing mutually acceptable modifications to the Agreement.

23 Miscellaneous

23.1 Successors and Assigns

The Agreement and the rights and obligations specified herein shall be binding upon the Parties hereto and their respective legal successors and neither Party shall sell, transfer or assign the Agreement or any part, interest, right or obligation hereunder without the prior written consent of the other Party, except that Telekom D shall have the right to transfer or assign the Agreement in whole (but not in part) to an Affiliated Company that is subject to the respective EU Roaming Regulation. No person other than a Party to the Agreement shall acquire any rights hereunder as a third-party beneficiary or otherwise by virtue of the Agreement.

23.2 Headings

The headings of the Agreement are for the convenience of reference only and shall in no way limit or affect the meaning or interpretation of the provisions of the Agreement.

23.3 No waiver

Failure by any Party at any time or times to require performance of any provisions of the Agreement shall in no manner affect its rights to enforce the same, and the waiver by any Party of any breach of any provisions of the Agreement shall not be construed to be a waiver by such Party of any succeeding breach of such provision or waiver by such Party of any breach of any other provision hereof.

23.4 Provisions severable

If any part of the Agreement or any Annex hereto is held to be invalid or unenforceable, such determination shall not invalidate any other provision of the Agreement or Annexes hereto; and the Parties shall attempt, through negotiations in good faith, to replace any part of the Agreement or Annexes hereto so held to be invalid or unenforceable. The failure of the Parties to agree on such replacement shall not affect the validity of the remaining parts of the Agreement.

23.5 Notices

All notices, information and communications required under the Agreement shall be given as described in Annex 1: Agreement Management Principles.

23.6 Compliance with Laws and Regulatory requirements

The commitment of the Parties hereto shall be subject to all applicable laws and/or regulatory requirements, present and future, of any governmental or regulatory authority having jurisdiction over the Parties hereto, as well as any valid order of a court of competent jurisdiction.

23.7 Availability of Cell Broadcast

Cell Broadcast Services are available in Germany.

23.8 Anti-bribery compliance

The Parties hereby acknowledge the importance of combating and preventing bribery and to that end both Parties agree to comply fully with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption.

24 Choice of Law

24.1 The Agreement and any matters relating hereto shall be governed by and construed in accordance with Swiss law.

25 Dispute Resolution & Arbitration

25.1 The Parties agree to seek to resolve any dispute arising out of the Agreement in accordance with the following escalation procedures before commencing the arbitration procedures described below.

25.2 The Contact Persons of both Parties shall work in good faith to try to resolve the dispute within thirty days from the date that a Party first gives notice that a dispute has occurred.

25.3 If the Contact Persons fail to reach an agreement on the dispute within thirty days, the dispute shall be referred to more senior persons within the respective companies who shall try to resolve the dispute within a further thirty-day period. If no resolution is found each Party is entitled to commence the arbitration proceedings described below.

25.4 In accordance with the Article 17 of the EU Roaming Regulation in the event of a dispute between undertakings providing electronic communications networks or roaming services in a Member State, the dispute resolution procedures laid down in Articles 20 and 21 of the Framework Directive 2002/21/EC as updated by EU should be applied fully.

26 Signatures

Place: Bonn, Germany

Place:

For Telekom Deutschland

For

Date

Date

.....
i.A. Mr. Christofer Duran Hanscher
Roaming Manager

.....
<name>
<title>

.....
i.A. Mrs. Petra Klusak
Roaming Manager

16 Overview of the Annex Structure

Annex number	Annex name
ANNEX 1	Agreement Management Principles
ANNEX 2	Services
ANNEX 3	Billing and Accounting
ANNEX 3.1	Information on Billing Data
ANNEX 3.2	Settlement Procedure
ANNEX 4	Customer Care Principles
ANNEX 5	Technical Aspects
ANNEX 5.1	Testing
ANNEX 5.2	Security
ANNEX 5.3	Information on Signalling Interconnection and / or IP Connectivity
ANNEX 6	Fraud Prevention Procedures
ANNEX 7	Roaming Service Level Agreement
ANNEX 8	Roaming Provider Services, Tariffs and other Information
ANNEX 9 (optional)	MACHINE-TO-MACHINE (M2M) TRANSPARENCY METHODS ANNEX

ANNEX 1 AGREEMENT MANAGEMENT PRINCIPLES

Notices

All notices, information and communications required under this Agreement shall be given in writing and be in the English language and shall be sent either by mail, or preferably secure email to the addresses indicated here:

Each Party specifies only one contact point for exchange of updates to the Agreement.

Revision Procedure

The right to amend or vary the terms of any Annex or Addenda is set out in this Agreement.

All updates to the Annexes shall be exchanged by mail or courier.

Effective Dates

Each revision shall be clearly identified by its Revision date as agreed between the parties.

ANNEX 2 SERVICES

The implementation of Services shall be in accordance with the Technical Specifications with the exception of Public Mobile Network specific deviations and/or chosen options agreed by both Parties during the testing phase.

ANNEX 3 BILLING AND ACCOUNTING

Billing and Accounting relating to International Roaming comes into effect as from the confirmed starting date of commercial roaming, as stated in the agreed Launch Letter (CLL).

ANNEX 3.1 INFORMATION ON BILLING DATA

Information on billing that is not explicitly stated in ANNEX 3.1.2 is exchanged on TAP.

ANNEX 3.1.1 INFORMATION ON TAP

The implementation of the TAP necessary to provide Services shall be in accordance with the GSM Association Permanent Reference Documents.

Data Exchange Procedure

Interchange of TAP records shall be performed by Electronic Data Interchange (EDI).

Transfer shall be within the standard timescale and the standard frequency as defined in the GSM Association Permanent Reference Documents.

For the time being the transfer schedules for **Telekom D** shall be as follows: **daily**

Any changes in the exchange frequency shall be agreed before implementation.

When no charging data are available Notification files will be sent.

EDI Address as well as Contact Points for enquiries and complaints are:

(see: *RAEX OpData*)

Fallback Procedure

In case of EDI failures or delays in EDI transfer the fallback procedure shall come into effect as specified in GSM Association Permanent Reference Documents.

The fallback procedure as specified will only be used in exceptional circumstances and the method of transfer shall be as follows:

(Please fill in as appropriate).

Where there is a delay in the sending of the billing files, according to the agreed fallback procedure then shall be immediately advised.

The use of the fallback procedure does not change the liability as defined under Data Exchange Procedure above.

Changes in the time schedules

Any changes in the time schedules concerning the exchange of billing files shall be agreed before implementation.

Data Clearing House

In case of using Data Clearing House for data interchange, the responsibilities of Roaming Provider remain as they are defined by the GSM Association and in Permanent Reference Documents.

ANNEX 3.2 SETTLEMENT PROCEDURE

The Settlement Procedure in this ANNEX 3.2 applies to financial transactions involving roaming traffic from start of the traffic period commencing by the Commercial Starting Letter of Roaming (CLL).

Telekom D shall prepare a monthly invoice for calls registered during the invoice period made by the visiting customers in the visited PMN Operator.

The invoice period shall in general be a calendar month. However, a single transfer covering a month end shall not be divided between two invoices. The invoice has to be sent by the **15th** of the following month at latest. An invoice notification may be sent.

Telekom D will issue as appropriate credit notes and correction invoices to compensate for agreed changes to or agreed errors in the basic inter PMN Operator invoices. The threshold amount for issuing the Credit Note by **Telekom D** to compensate is **50 SDR**. In any case, a Credit Note shall be issued at least once a year before the year-end if appropriate.

Direct Full Payment with Currency Conversion

The invoice amount (and credit note amount if appropriate) must be paid separately by the debtor in the Local or Payment Currency of the creditor as calculated from the SDR amounts as indicated on the invoice and/or credit note

The conversion method from SDR into the currency of payment, is defined in PRD BA.11

Payment by shall be made within **30 days** from the date of the invoice with the later date.

If does not pay the clearing balance by the due date for payment then **Telekom D** shall have the right to charge its normal interest rate on the overdue amount from the due date for payment until payment is made.

The normal interest rate for **Telekom D** is: **6 %**.

Changes in time schedules concerning the exchange of invoices and settlement periods shall be fixed three months before implementation at the latest.

Bank Charges

Where bank charges occur, any such expenses imposed by the debtors bank(s) including intermediate and correspondent banks used by the debtor to make the payment, shall be borne by the debtor.

Expenses imposed by the creditors bank(s), including payment expenses imposed by intermediate and correspondent banks used for receipt of the payment by the creditor, shall be borne by the creditor.

In the case where the debtor pays in a different currency than agreed in the applicable annex or pays to the wrong bank account, the creditor has the right to request a credit from the debtor for the extra cost.

ANNEX 4 CUSTOMER CARE PRINCIPLES

General

A Roaming Customer should contact the Customer Care Services of his home contract partner (Customer Care Services of) while roaming in the Public Mobile Network of **Telekom D**. This home Customer Care Services will provide the first point of contact but may refer the Roaming Customer to **Telekom Ds** Customer Care Services if appropriate.

The Roaming Customer is free to contact **Telekom Ds** Customer Care Services directly. However, the primary responsibility for customer care remains with .

Each Party will ensure that there is, at least during office hours, an English speaking operator on duty, to whom a Roaming Customer can be referred.

Customer care contact numbers are defined here: see *RAEX OpData*.

Customer care information for SMS Interworking is contained in the relevant Addendum signed between the Parties.

Roaming Information

Changes in Emergency Service, Customer Service, Directory Enquiry numbers, and Tariffs shall be exchanged in accordance with the provisions of the Agreement.

 shall inform its own Roaming Customers about roaming in **Telekom Ds** Public Mobile Network.

Public Mobile Network Faults

In the event of a perceived Public Mobile Network fault a Roaming Customer should contact the home Customer Care Services while roaming in the Public Mobile Network of **Telekom D**. The home Customer Care Services will provide the first point of contact but may refer the Roaming Customer to **Telekom Ds** Customer Care Services if appropriate.

In the event that the Customer Care Services of one Party has a query concerning potential faults of the other Party's Public Mobile Network, then the Customer Care Services shall contact the contact point defined below.

In addition, it may be necessary that technical experts of one Party get into direct contact with the other Party's technical experts (e.g. to establish trouble shooting). In such cases additional contact points shall be provided. These contact points are defined below.

Frequently arising faults in the Public Mobile Network or Services of **Telekom D** experienced by Roaming Customers and indicated to shall be reported to the other Party's contact point.

Lost/Stolen SIM and/or USIM-Cards

In the event that a SIM and/or USIM-card is lost or stolen, the Roaming Customer shall be asked to contact his home Customer Care Services. If the Roaming Customer contacts **Telekom Ds** Customer Care Services, **Telekom Ds** Customer Care Services will provide the Roaming Customer with the contact number of his home Customer Care Services.

Lost/stolen or Faulty Mobile Equipment

In the event that mobile equipment is lost, stolen, or faulty, the Roaming Customer shall be asked to contact his home Customer Care Services. If the Roaming Customer contacts **Telekom Ds** Customer Care Services he will be referred to his home Customer Care Services.

Billing Enquiries

In the event that a Roaming Customer has an enquiry relating to the amount billed during roaming, the Roaming Customer shall resolve this query with his home Customer Care Services. Any contact with **Telekom D** will be achieved through his home Customer Care Services.

ANNEX 5 TECHNICAL ASPECTS

Technical aspects concerning both the pre-commercial and commercial phases of International Roaming and SMS Interworking are dealt with in the Annexes to follow.

ANNEX 5.1 TESTING

Certification of testing

Telekom D shall send Completion Certificates confirming the successful execution of IREG & TADIG tests which includes testing of the TAP procedures according to the Test Specifications of GSM Association Permanent Reference Documents.

Testing of Service availability

Telekom D agrees to perform relevant tests of service availability, according to the IREG and TADIG Test Specifications, every time a major change which has an impact on International Roaming and SMS Interworking.

Testing SIM and/or USIM-Cards

General

 will make the bilaterally agreed number of test SIM and/or USIM-cards available to **Telekom D** under the following conditions:

Send test SIM and/or USIM-card(s) as agreed bilaterally in a written notice without any activation fee or any subscription fee. will be treated as a Roaming Customer of the Wholesale Roaming Access Provider.

All necessary information concerning the SIM and/or USIM-card(s), i.e. IMSI, MSISDN, PIN, PUK, shall be forwarded to **Telekom D** as well.

The SIM and/or USIM-card(s) remain in the property of the Wholesale Roaming Access Provider.

The test SIM and/or USIM-card(s) shall only be used in **Telekom Ds** Public Mobile Network for the purpose of testing of International Roaming functions.

TAP-data for traffic generated by these test SIM and/or USIM-card(s) shall be included in the normal billing and accounting procedures and thereby also invoiced by **Telekom D**.

None of the above shall be construed to allow reselling the SIM and/or USIM-card(s) or in any other way forward the SIM and/or USIM-card on conditions that could be negative for the Wholesale Roaming Access Provider.

Tests before the commercial start of roaming services (pre-commercial roaming phase)

As a general principle, it is agreed that **Telekom D** using test-SIM and/or USIM-card(s) will not receive a payable bill from the issuing for the test calls made in the Public Mobile Network under test. TAP-data and bills will only be sent for test purposes.

Direct Wholesale Roaming Access Agreement

Unless otherwise agreed, it is the sole responsibility of **Telekom D** to block Roaming Customers of during the pre-commercial phase and in no case the has to bear the costs incurred by its customers roaming in **Telekom Ds** Public Mobile Network.

Tests during the commercial roaming phase

As a general principle it is agreed that during the commercial roaming phase the usage of these SIM and/or USIM-card(s) is fully chargeable for traffic charges. The shall therefore have the right to send a (single) bill to **Telekom D** for the traffic generated by the exchanged SIM and/or USIM-card(s), however, only if the amount exceeds the bilaterally agreed non chargeable value. The amount charged is only the amount exceeding the non chargeable value calculated on a monthly basis. The non chargeable monthly value **per test SIM for Telekom D** is **50 EUR**.

The tariff used will be either the Tariff of **Telekom D** or the Direct Wholesale Roaming Access Seeker retail tariff. In case the retail tariff is used, the will attach an itemised bill to the invoice for control purposes. The payment shall be done according to the provisions set out in Annex 3.2.

Calls made outside Telekom D during pre-commercial or commercial roaming phase

All costs occurring for calls made with test SIM and/or USIM cards issued to **Telekom D** outside **Telekom Ds** network will be charged by .

The tariff used will be the retail tariff. will attach an itemised bill to the invoice for control purposes. The payment shall be done according to the provisions set out in Annex 3.2.

Using best endeavours, the will inform **Telekom D** and bar the test SIM and/or USIM card(s) being used outside **Telekom Ds** Network.

Telekom D is fully liable for all call costs as detailed above, damages and costs (as limited by this agreement) incurred by misuse of test SIM and/or USIM cards outside **Telekom D** for the first 180 calendar days or until it is informed by , whichever is the smaller.

Lost or stolen test SIM and/or USIM cards

In the event that **Telekom D** determines it is no longer in possession of the Test SIM and/or USIM cards, **Telekom D** must immediately notify the in written form and request that the missing card(s) be deactivated. Once sufficient notification has been delivered to the , the liability of **Telekom D** ceases for all further usage on the missing cards(s) which occurs beyond the date of notification. However, the burden is on **Telekom D** to provide sufficient proof that adequate notification was given to .

ANNEX 5.2 SECURITY

Security functions of the individual Parties are specified in here and any other PRD documents.

Authentication

The Parties agree to implement Customer Identity Authentication for Roamers on their network. The purpose and mechanism for authentication are described in GSM 02.09 and in GSMA PRD SG.15.

The Parties agree that authentication shall be performed as specified below:

- For Roaming Customers (at the commencement of GSM service or 3G service) authentication is to be performed at every occasion of:-
- Network access using IMSI
- Location updating involving VLR change

Direct Wholesale Roaming Access Agreement

- Network access for at least **1 in 9** mobile originated and terminated call set-ups (incl. SMS) for **Telekom D.**
- Supplementary service operation outside call
- Cipher key sequence number mismatch

If GPRS is supported, authentication is also to be performed at every occasion of:

- GPRS attach
- routing area updating involving SGSN change
- PDP context activation
- P-TMSI (P- Temporary IMSI) signature mismatch, if P-TMSI signature is used
- P-TMSI signature not inserted in a Attach Request or Routing Area Update Request

Authentication during a malfunction of the network

The Parties agree that if a mobile station (MS) is registered and has been successfully authenticated, whether active or not active on a call, calls are permitted (including continuation and handover) and the Direct Wholesale Roaming Access Seeker will receive the charge.

If an MS attempts to register or re-register and cannot be successfully authenticated due to the network malfunction, calls are not permitted.

If an MS has already been registered on the network, and has already been authenticated, and cannot be successfully re-authenticated due to network malfunction (e.g. the was not able to provide authentication pairs RAND, SRES), the Parties agree that calls are not permitted and that the will not receive any charges.

ANNEX 5.3 INFORMATION ON SIGNALLING INTERCONNECTION AND/OR IP CONNECTIVITY

The implementation of the Signalling Protocols and/or Inter-PLMN backbone (as defined in NG PRDs) shall be in accordance with the Technical Specifications and relevant GSM Association Permanent Reference Documents with the exception of Public Mobile Network specific deviations and/or chosen options agreed by both Parties during the testing phase.

The technical information relevant for International Roaming shall be exchanged between the Parties as part of IREG testing procedures and NG PRDs.

Each Party agrees to adhere to the processes set out in PRD IR.21, Article 4: Procedures for Updating the Database, when making changes in the numbering and addressing information with an impact on International Roaming.

ANNEX 6 FRAUD PREVENTION PROCEDURES

The Parties shall implement fraud prevention procedures as specified by the GSM Association within Binding PRD BA.20.

ANNEX 7 Roaming Service Level Agreement

General

The Parties agree to implement the principles of the Service Level Agreement for roaming as specified in relevant GSMA PRDs.

Both Parties also agree to abide by PRD IR.78.

Both Parties confirm their IR.21 documents are up-to-date, i.e. all technical and routing information and contact details for trouble shooting and escalation are correctly presented.

Party B agrees that some of the test SIM cards can be used for active QoS monitoring purposes.

Neither Party shall be liable to the other Party for failure to meet the Service Level Agreement as set out herein.

ANNEX 8 Roaming Provider Services, Tariffs and other Information

The Roaming Provider may send the Direct Wholesale Roaming Access Seeker a PDF version of their RAEX OP Data/RAEX IOT and RAEX IR.21.

8.1 Conditions

- For implementation and launch of Roaming the respective provisions of the Agreement and the respective Launch Letter shall apply.
- Roaming is implemented according to 3GPP and GSM Association Permanent Reference Documents

Annex A Document Management

A.1 Document History

Version	Date	Brief Description of Change	Approval Authority	Editor / Company
1.1	20 Dec 2012	New PRD Approved by AGREE	AGREE	TBC
2.0	2 May 2013	Approved by BARG/DAG & PSMC	BARG #81 & EMC #112	Ina Heger (Telekom Deutschland GmbH)
2.1	15 Dec 2014	Transferred PRD from AA to WAS as AA.100 v2.1	WAS	David Chong, GSMA

Other Information

Type	Description
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Editor / Company	Ina Heger (Telekom Deutschland GmbH)

It is our intention to provide a quality product for your use. If you find any errors or omissions, please contact us with your comments. You may notify us at prd@gsma.com

Your comments or suggestions & questions are always welcome.