

REFERENCE OFFER FOR DIRECT WHOLESALE ROAMING ACCESS

1. Introduction

1.1. The Reference Offer for Direct Wholesale Roaming Access ("Reference Offer") is published on the grounds of Article 3 of Regulation (EU) No 2022/612 of the European Parliament and the Council of 6 April 2022 (Roaming Regulation).

1.2. The terms and conditions of the Reference Offer are constructed in accordance with BEREC Guidelines on the application of Article 3 – Wholesale Roaming Access.

1.3. The Reference Offer shall be considered as a basis for negotiation of Direct Wholesale Roaming Agreement.

1.4. Vivacom applies GSMA Permanent Reference documents relevant to International Roaming for example but not limited to GSMA PRD Direct Wholesale Roaming Access Agreement and the Annexes representing integral part of it.

1.5. 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. Definitions

For the purpose of the Reference Offer for Direct Wholesale Roaming Access ("Reference Offer") the following terms shall have the meanings set forth in their respective definitions below:

2.1. '*Direct Wholesale Roaming Access*' means the making available of facilities and/or services by a mobile network operator to another undertaking, under Roaming Regulation defined conditions, for the purpose of that other undertaking providing *regulated roaming services* to roaming customers;

2.2. "*Regulated Roaming Services*" means a regulated roaming call, a regulated roaming SMS message and regulated data roaming service, as defined in the Roaming Regulation.

2.3. "*Access Provider*" means Vivacom in its capacity of provider of Direct Wholesale Roaming Access to a respective Access Seeker, under this reference Offer.

2.4. "*Access Seeker*" means a foreign EU/EEA mobile operator or a Mobile Virtual Network operator which is entitled under the law of the respective Member States to provide roaming services to roaming customers.

2.5. "*Mobile Virtual Network Operator – MVNO*" means an undertaking providing public electronic communications services in an EU member state different from the Access provider's country of operation, that owns the same processes and platforms as the mobile network operator, with the exception of processes and platforms used for the maintenance of the access network (RAN) and do not have radio frequency spectrum license.

2.6. "*GSM Association Permanent Reference Documents*" means a document noted as such by the PSMC to the General Assembly and listed as such by Headquarters on the list of Permanent Reference Documents.

2.7. "*International Roaming*" or "*IR*" shall mean the provision of Services by Vivacom in respect of which access is granted to Roaming Customers of Access seeker through Vivacom's Public Mobile Network.

2.8. "*Roaming Customer*" means a customer of a roaming provider of regulated roaming services, by means of a terrestrial public communications network situated in the Union, whose contract or arrangements with that roaming provider permits Union-wide roaming.

2.9. "*Services*" shall mean the services as specified by Vivacom as the same may be amended from time to time by Vivacom.

2.10. **"TAP"** shall mean Transferred Account Procedure as defined and described in GSM Association Permanent Reference Documents.

2.11. **"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.

3. Subject and Scope of the Reference Offer

3.1. Vivacom enables a foreign EU/EEA mobile network operator or a Mobile Virtual Network operator which is entitled under the law of the respective Member States to provide roaming services to roaming customers, to purchase direct wholesale roaming access.

3.2. Undertakings under item 3.1. shall meet each of the following conditions to gain direct wholesale roaming access:

- a) to have a permission for use of individually assigned scarce resource/s
- b) to sign a Non-disclosure Agreement regarding provision of direct wholesale roaming access.

3.3. The Access Seeker's initial request for Direct Wholesale Roaming Access shall be processed in timely fashion and professional manner. The Access Seeker shall be acknowledged about the acceptance of the request and the information needed for the further processing of its request.

If necessary or requested by the Access Seeker Vivacom shall grant the possibility to orally discuss the access request.

3.4. Vivacom shall provide the Access Seeker with a draft contract one month after the initial receipt of the request.

3.5. The wholesale roaming access shall be granted within a reasonable period of time not exceeding three months from the conclusion of the contract.

3.6. Where the Access Seeker desires to enter into commercial negotiations to also include components not covered by this Reference Offer, Vivacom shall respond to such a request within two months from its initial receipt.

3.7. The Direct Wholesale Roaming Access shall be implemented within 3 months of the agreement signature. Vivacom shall not be responsible for any delay caused by the Access Seeker.

3.8. The Services provided by Vivacom

- a) shall only be made available to individual Roaming Customers having valid legal relationships with Access seeker;
- b) may depend on the availability of appropriate functionality;
- c) Roaming customers, during roaming, shall experience conditions of service that do not differ substantially from those provided to other Access Seekers' customers;
- d) 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 Vivacom's network.

3.9. 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.

4. Charges

4.1. Vivacom provides regulated roaming Services at the following prices:

- a) Voice call originating – 0.019 €/min (VAT excl.)
- b) SMS message originating – 0.003 €/ SMS (VAT excl.)

c) Data roaming services - 1.30 €/GB (VAT excl.)

Any additional prices may be provided on reasonable prices.

5. Management of Modification to the Service

5.1. Following notice of change served by Vivacom to implement new Services or changes to any existing Services both Parties shall discuss the impact of any such change for Roaming Customers (including Roaming Customers access to these Services).

5.2. Vivacom is entitled to:

- a) implement new Services or change existing Services as it sees fit subject to the successful completion of all network and billing test procedures. Vivacom shall give Access Seeker at least thirty (30) day's prior written notice of any implementation of Services for the first time. Vivacom also agrees to use its reasonable efforts to give access Seeker at least thirty (30) 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;
- b) terminate all or any existing services offered by or to Access Seeker as it sees fit. Vivacom agrees to use its reasonable efforts to give Access seeker at least (60) days prior written notice of any termination of existing Services which is a major change which has an impact on IR;

6. Forecasting

6.1. Access Seeker shall send, prior to the launch, a forecast of all voice, SMS and data traffic for the coming 12 months after commercial launch and annually thereafter

7. Charging, Billing & Accounting

7.1. Vivacom may ask Access seeker to provide, prior the commercial launch a bank guarantee based on the traffic forecast for reasonable period. If traffic volumes change Vivacom may request the bank guarantee to be changed accordingly.

7.2. When a Roaming Customer uses the Services made available by Vivacom, the Access Seeker shall be responsible for payment of charges for the said Services.

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

7.4. Vivacom shall prepare a monthly invoice for calls registered during the invoice period made by Roaming Customers of Access seeker.

7.5. The invoice period shall be a calendar month.

8. Data Privacy

8.1. Access seeker 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.

8.2. The Parties confirm that they shall comply with the Data Privacy Regulations/Laws applicable in their respective countries.

9. Fraud prevention

9.1 The Parties shall implement fraud prevention procedures as specified within BARG Binding PRD BA.20.

10. Suspension of Services

10.1. Notwithstanding anything in the Agreement to the contrary, Vivacom may without liability suspend or terminate all or any of its Services to Roaming Customer(s) in circumstances where it would suspend or terminate those Services to its own customers, including but not limited to:

- a) Roaming Customers using equipment which is defective or illegal; or
- b) Roaming Customers causing any technical or other problems on Vivacom's Public Mobile Network; or
- c) suspected fraudulent or unauthorised use; or
- d) authentication of the legal relationship not being possible; or
- e) maintenance or enhancement of its Public Mobile Network or
- f) Suspension for non-payment in excess of 3 months.

10.2. In case of a proposed suspension of Services to all Roaming Customers, Vivacom shall use commercially reasonable efforts to give four (4) weeks written notice (shorter notice may apply given the circumstances related to the suspension) to the Access seeker prior to the suspension taking effect. If the suspension continues for more than six (6) months, the Access Seeker shall have the right to terminate the Agreement with immediate effect by written notice.

10.3. Notwithstanding the provisions of item 3.7., Access seeker has the right at any time, for technical reasons, without liability but upon detailed written notice to Vivacom, to suspend access to the Services to its Roaming Customers. Alternatively, if it is technically more practicable Access Seeker may require that Vivacom to suspend all of its Services to Roaming Customers of Access Seeker. Vivacom shall use commercially reasonable efforts to comply with such requirement within seven (7) calendar days after receipt of the said notice.

10.4. The Parties agree that the suspension shall be removed as soon as the technical reason for the suspension has been overcome by Vivacom or Access Seeker as the case may be.

11. Technical Aspects and Specification

11.1. Vivacom 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.

11.2. Vivacom 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.

12. Security

12.1. 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.

12.2. 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
- Network access for at least 1 in x mobile originated and terminated call set-ups (incl. SMS) for Party A.
(The value of x should be less than 10)
- 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-TIMSI (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

12.3. 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 Access Seeker will receive the charge.

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

12.5. 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 Access Seeker was not able to provide authentication pairs RAND, SRES), the Parties agree that:

a) calls are permitted and that the Access Seeker will receive the charge. Or

b) calls are not permitted and that the Access Seeker will not receive any charges

13. Information on Signaling interconnection and/or IP Connectivity

13.1. The implementation of the Signalling Protocols and/or Inter-PLMN backbone (as defined in IREG 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.

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

13.3. 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.

14. Roaming Service Level Agreement

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

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

14.3. 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.

14.4. Access Seeker agrees that some of the test SIM cards can be used for active QoS monitoring purposes

15. Quality of services

15.1. Vivacom agrees to provide the Access Seeker with all relevant information on faults or planned maintenances as far as Vivacom itself is informed by its roaming partners.

15.2. Vivacom commits to treat Access Seeker in a non-discriminatory way and Access Seeker's end-customers will receive the same services according to the best effort principles than Vivacom's own end-customers receive in the roaming partner's network.

15.3. Vivacom commits to not discriminate between its own end-customers and Access Seeker's end-customers in relation to the service quality, including the fault detection, fault handling and restoration of any incidents compared to Vivacom's own end-customers, provided that these actions are under Vivacom's control. Discrimination will only be allowed in case of fraudulent behavior of Access Seeker's end-customers.

16. Duration of the agreement

16.1. The Agreement comes into force on the Date of the Agreement and shall remain in force unless terminated by one of the Parties in writing subject to a period of notice of six (6) months.

17.Termination of the Agreement

17.1. The agreement may be terminated as follows:

- a) by mutual agreement of the Parties;
- b) 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;
- c) upon occurrence of Force Majeure events, should these events make the performance of the agreement entirely impossible for a period longer than six (months);
- d) by one of the Parties, with immediate effect, if the other Party becomes bankrupt or insolvent or if that other Party enters into force 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;
- e) by written notice of either Party to the other in the event that IR becomes technically or commercially impracticable on Vivacom's Public Mobile Network; or
- f) 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.