

Direct Wholesale Roaming Access Agreement  
**Between**

**Orange Espagne, S.A. sociedad unipersonal**

Having its registered address:

Parque Empresarial La Finca

Paseo del Club Deportivo, número 1 Edificio 7

28223 Pozuelo de Alarcón

Madrid, Spain

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

And

**<<Access Seeker>>**,  
having its registered address:

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

## 1. Introduction

1.1. The Parties have expressed their wish to enter into this unilateral Agreement for International Roaming for the provision by <A> of Services in order to enable Roaming Customers of <B> to gain access to mobile telecommunications services in the geographic areas where <A> operates a PMN.

1.2. This Wholesale Roaming Access Agreement contains the following deviations and amendments to the terms set out below: *[NOTE: this Article can be used in order to list deviations. Operators may alternatively directly amend the terms and conditions of this Agreement, or otherwise include deviation into a separate Exhibit attached to this Agreement]*

<<Insert text as needed>>

<<Insert text as needed>>

<<Insert text as needed>>

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 for example but not limited to:

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, Settlement and dispute resolution.

## 2. Starting Date

2.1. The actual commercial starting date for International Roaming shall be the date as agreed by both Parties in written form after successful completion of all necessary network and billing test procedures.

## 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. "**Agreement**" shall mean this Wholesale Roaming Access Agreement together with the Annexes attached hereto.
- 3.3. "**Date of the Agreement**" shall mean the date as of which both Parties have signed the Agreement by their duly authorized representatives.
- 3.4. 'Direct Wholesale Roaming Access' means the making available of facilities and/or services by a mobile network operator to another undertaking, under EU Roaming Regulation III defined conditions, for the purpose of that other undertaking providing **regulated roaming services** to roaming customers;
- 3.5. Direct Wholesale Access Seeker – as defined by the EU Roaming Regulation III
- 3.6. "**GSM Association General Assembly**" shall mean that body of the GSM Association formed by the Members and Associate Members.
- 3.7. "**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.
- 3.8. "**International Roaming**" or "**IR**" shall mean the provision of Services by <A> in respect of which access is granted by Roaming Customers of <B> through <A>'s PMN.
- 3.9. "**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).<sup>1</sup>
- 3.09 "**Roaming Customer**" shall mean a person or entity with a valid legal relationship with <B> 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 <A>'s PMN in accordance with the terms and conditions of this Agreement.
- 3.10. "**Roaming Provider**" means an undertaking that provides a Roaming Customer with regulated retail roaming services

---

<sup>1</sup> Please note that in AA16 GSM network refers to the family of GSM mobile communications systems and future evolutions thereof, e.g. GSM, DCS, PCS, UMTS or its equivalent.

- 3.11. "**Services**" shall mean the services[, including Direct Wholesale Roaming Access,] as specified by <A> in Annex 11 as the same may be amended from time to time by <A>.
- 3.12. "**Session**" shall mean the time between PDP Context Activation until PDP Context deactivation.
- 3.13. "**TAP**" shall mean Transferred Account Procedure as defined and described in GSM Association Permanent Reference Documents.
- 3.14. "**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.
- 3.15. The terms "**Member**", "**Associate Member**", and "**Headquarters**" shall bear the meanings ascribed to them in the Articles of Association of the GSM Association (AA16).

## 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, the Parties to the Agreement agree, subject to *Article 5.2*, to establish IR 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.
- 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 Services

- 6.1.1 The Services provided by <A> are defined in Annex 2 as may be amended from time to time by <A>. In addition:
  1. the Services shall only be made available to individual Roaming Customers having valid legal relationships with <B>;
  2. <A> shall, under the same technical terms and conditions, offer the same Services than those offered to other Wholesale Roaming Access Seekers. The availability of Services may depend on the availability of appropriate functionality; and
  3. Roaming Customers, during roaming, shall experience conditions of service that do not differ substantially from those provided to other Wholesale Roaming Access Seekers of <A>.

## 7. Management of Modifications to the Services

- 7.1. Following notice of change served by <A> to implement new Services or changes to any existing Services in accordance with Article 20.2 Section 2 both Parties shall discuss the impact of any such change for Roaming Customers (including Roaming Customers access to these Services) and shall agree the necessary actions to be performed, 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.
- 7.2 <B> commits to provide <A>, prior to the launch, with the forecasts of all voice, SMS and data traffic volumes for the first 12 months after the commercial starting date, split by geographical areas if the case may be and detailed quarter by quarter. All these forecasts will enable <A> to make the Services available in the best of possible conditions. Consequently, such forecasts shall be based on reliable data and <B> undertakes to update them at the end of each calendar semester starting from the semester following the commercial starting date, by consistently maintaining a 12-month anticipation. In case of inaccurate forecasts, <A> will not be liable for any default in the provision of the Services.
- 7.3 The roaming relation between the Roaming Provider and the Access Seeker is regarded as commercially impracticable if the traffic volume is less than 50% of the forecasted traffic.

## 8. Charging, Billing & Accounting

- 8.1. When a Roaming Customer uses the Services made available hereunder by <A>, <B> shall be responsible for payment of charges for the said Services so used in accordance with the tariff of <A>.
- 8.2. However, <B> shall not be liable for the payment of charges for chargeable Services provided by <A> without Subscriber Identity Authentication as defined in GSM Association Permanent Reference Documents, except to the extent that <B> actually recovers all charges due in relation to the Roaming Customer. In the case of re-authentication malfunction, procedures are further detailed in Annex 9.
- 8.3. As a security for all its obligations under this Agreement, including its obligation to pay <A>'s invoices under this Agreement, <B> shall provide <A> at the latest 15 days prior to the commercial starting date with a 3 year (or for as long as the duration of the contract last in case the contract is renewed) valid independent and autonomous bank guarantee upon first request acceptable to <A>, issued by a [COUNTRY] prime rate bank acceptable to <A>. The initial bank guarantee amount will be set at 100.000,00 EUR. Over the term of the Agreement it shall if necessary be changed so as to always equal at least 100.000,00 EUR or 3 months of invoices issued under this Agreement, whichever is higher. The total amount of this Bank guarantee shall be revised on a quarterly basis so as to always equal at least 100.000,00 EUR or 3 months of invoices issued under this Agreement, whichever is higher. The guarantee does not release <b> from its obligation to pay outstanding invoices. <B> will bear the costs of this guarantee.

## 9. Implementation of TAP

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

## 10. Billing and Accounting

- 10.1. The Parties shall implement billing and accounting according to the GSM Association Permanent Reference Documents and the provisions set out in Annex 3.2.

## 11. Customer Care

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

## 12. Confidentiality

- 12.1 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
- 12.2. In addition to Article 12.1 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 12. 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 12 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 12.
- 12.3. Notwithstanding Article 15 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.
- 12.4. Notwithstanding Article 12.1 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.

- 12.5. 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.
- 12.6. Each Party agrees that in the event of a breach or threatened breach of Article 12, the harm suffered by the other Party would not be compensable by monetary damages 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.
- 12.7. Article 12 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.

### **13. Data Privacy**

- 13.1. 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.
- 13.2. Each Party 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.
- 13.3. The Parties confirm that they shall comply with the Data Privacy Regulations/Laws applicable in their respective countries. Further Details of Data Privacy aspects are given in Annex 6.

### **14. Fraud Prevention**

- 14.1. 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 7.

### **15. Liability of the Parties**

- 15.1. 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 <A> pursuant to Article 8;
  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 14.
- 15.2. 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, loss of data, loss of goodwill or loss of business, even if such Party has been advised of the possibility of such loss or damage.
  - 15.3. 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 15.1 and 15.2 nothing in the foregoing shall in any way restrict the liability of either Party for the actions of its employees.
  - 15.4. 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.

## **16. Suspension of Services**

- 16.1. Notwithstanding anything in the Agreement to the contrary, <A> 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:
  1. Roaming Customers using equipment which is defective or illegal; or
  2. Roaming Customers causing any technical or other problems on <A>'s Public Mobile Network; or
  3. suspected fraudulent or unauthorised use; or
  4. authentication of the legal relationship not being possible; or
  5. maintenance or enhancement of its Public Mobile Network or
  6. Suspension by non payment exceeding 3 months. [FT: must be reconciled with any bank guarantee]
- 16.2. In case of a proposed suspension of Services to all Roaming Customers, <A> shall use commercially reasonable efforts to give four (4) weeks written notice (shorter notice may apply given the circumstances related to the suspension) to <B> prior to the suspension taking effect. If the suspension continues for more than six (6) months, <B> shall have the right to terminate the Agreement with immediate effect by written notice.
- 16.3. Notwithstanding the provisions of Article 6, <B> has the right at any time, for technical reasons, without liability but upon detailed written notice to <A>, to suspend access to the Services to its Roaming Customers. Alternatively, if it is technically more practicable <B> may require that <A> to suspend all of its Services to Roaming Customers of <B>. <A> shall use commercially reasonable efforts to comply with such requirement within seven (7) calendar days after receipt of the said notice.
- 16.4. The Parties agree that the suspension shall be removed as soon as the technical reason for the suspension has been overcome by <A> or <B> as the case may be.



## **17. Force Majeure**

- 17.1. 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.
- 17.2. If the affected Party fails to inform the other Party of the occurrence of a force majeure event as set forth in Article 17.1 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.

## **18. Duration of the Agreement**

- 18.1. The Agreement comes into force on the Date of the Agreement and subject to the conditions of Articles 16.2, 17.1 and 19 shall remain in force unless terminated by one of the Parties in writing subject to a period of notice of six (6) months.

## **19. Termination of the Agreement**

- 19.1. In addition to the conditions of Articles 16.2, 17.1 and 18 the Agreement may be terminated as follows:
1. by mutual agreement of the Parties; or
  2. by one of the Parties, by written notice 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;
  3. by one of the Parties, by written notice 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 <A>'s Public Mobile Network and the provisions set out in Article 16 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 15.1 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.

19.2. In the event of termination on the grounds of a breach of the Agreement under the Article 19.1.2, the Party in breach shall, notwithstanding Article 15.2, be liable to the other Party (in addition to charges properly due and payable to <A>) 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.

## **20. Changes to the Agreement, Annexes and Addenda**

20.1. 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.

20.2. Notwithstanding Article 20.1 <A> shall be entitled to:

1. implement new Services or change existing Services [**so long as such changes are not intended to discriminate against <B>**] 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 <A> shall give <B> at least thirty (30) days' prior written notice of any implementation of Services for the first time. <A> 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. <A> agrees to use its reasonable efforts to give <B> 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 12 or subsequent variation thereof. In the case of scheduled changes (as described in BA.27) <A> shall give sixty (60) days written notice of any variation to its tariff and the new change shall take effect on the first day of the month following the expiration of the sixty (60) day notice period. In the case of unscheduled changes <A> shall use all reasonable endeavours to give adequate notice of such changes and the new change shall take effect on the first day following the expiration of the notice period given. Any variation in the tariff shall be deemed to be incorporated into the Agreement. Any challenges to changes to the Tariff shall be made in accordance with Article 23.2;

20.3. 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 expressly agreed by the Parties and detailed in the Agreement, including the Annexes. This Article 20.2(3) shall be subject to Article 5.2.

20.4. 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.

## **21. Miscellaneous**

### **21.1. 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, except that a Party shall have the right to transfer or assign the Agreement in whole (but not in part) to an Affiliated Company who is also a Member of the GSM Association or to an assignee of its license or right to operate a Public Mobile Network(s) provided that such assignee expressly assumes, by written instrument approved by the Parties, all of the obligations of such Party hereunder and thereby becomes a Party hereunder, it being understood that such assignment shall not release the assigning Party of its obligations under Article 10 of this Agreement. 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.

### **21.2. 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.

### **21.3. 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.

### **21.4. 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.

### **21.5. Notices**

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

### **21.6. 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.

21.7. 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.

## 22. Choice of Law

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

## 23. Dispute Resolution & Arbitration

23.1. 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.

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.

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.

All disputes in connection with the Agreement 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. However disputes with respect to a change of <A>s Tariff shall be governed by the procedure set out in Article 23.2.

23.2. Where there is a challenge by one Party (the “**Challenging Party**”) to a scheduled or an unscheduled change of its Tariff the following procedure shall apply;

The Challenging Party shall receive notice of a change of the Tariff in accordance with the procedure outlined in Annex 1. Within fourteen (14) days from the date of the notice given in accordance with the procedure in Annex 1 the Challenging Party shall notify the other Party by email or fax and registered mail that it intends to lodge a challenge to the change of the Tariff and shall provide a reason to justify the challenge.

The Contact Persons of both Parties shall then have up until and including day thirty-five (35) to try and resolve the dispute. If after day thirty-five (35) no resolution is found the matter will be escalated to a more senior person in each organisation. Such person will then have a further twenty-one (21) days to try and reach a settlement, that is up to and including day fifty-six (56).

If after the expiration of day fifty-six (56) the parties are still in dispute then the Challenging Party must decide if it wishes to launch arbitration proceedings. The Challenging Party must inform the other Party in writing that it intends to initiate arbitration proceedings and must commence formal procedures with the

International Chamber of Commerce in Geneva before the expiration of day sixty (60).

Thereafter the dispute in connection with the change of the Tariff 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.

Both Parties agree that the decision of the arbitrator shall not be treated as confidential by either Party.

23.3. The place of arbitration shall be Geneva, Switzerland and the proceedings shall be conducted in the English language.

23.4. The award shall be final and binding and the Parties hereby waive all means of recourse to the courts of any country except for the purpose of enforcement procedures.

## 24. Signatures

Place .....

Place .....

Date .....

Date .....

.....  
For <Operator A>

.....  
For <Operator B>

## 25. Overview of the Annex Structure

<b>Annex number</b>	<b>Annex name</b>
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	Data Privacy, General Principles
ANNEX 7	Fraud Prevention Procedures
ANNEX 9	Network Extensions
ANNEX 10	Roaming Service Level Agreement
ANNEX 11	Roaming Provider Services, Tariffs and other Information
ANNEX 12	Access seeker contact Points and other information not provided elsewhere in the Agreement

## **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:

*ADDRESS Roaming Provider:*        [roaming.es@orange.com](mailto:roaming.es@orange.com)

*ADDRESS Direct Wholesale Roaming Access Seeker:*

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.



## **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 <A> shall be as follows:

**Please refer to Annex 11: AA.14 of the Service Provider.**

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:

**Please refer to Annex 11: AA.14 of the Service Provider.**

### **Fallback Procedure**

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

The fallback procedure as specified by TADIG 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 the <B> shall be immediately advised.

Addresses for sending the billing files according to the fallback procedure as well as Delivery Notes and Contact Points for enquiries and complaints are:

**Please refer to Annex 11: AA.14 of the Service Provider**

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 3.1.2 INFORMATION ON BULK**

The implementation of the Bulk Data transfer for SMS Interworking shall be in accordance with the 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 information sent as Bulk data is to be agreed on by the Parties at the time of signature of the relevant Addendum for SMS Interworking.

## 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 start letter of roaming> or <date>.

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

The settlement procedure for SMS Interworking comes into force from the starting commercial date of the SMS Interworking Addendum signed and exchanged between the Parties.

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 <xx>th of the following month at latest. An invoice notification may be sent to <destination to be included here>.

<A> 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 <A> to compensate <B> is <X> 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 <B> shall be made within 30 days from the date of the invoice with the later date.

If <B> does not pay the clearing balance by the due date for payment then <A> 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 <A> is:

....% above ..... base lending rate (from time to time in force)

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

All enquiries and complaints concerning international invoicing shall be done through the following points of contact:

*CONTACT POINT INVOICING:*

<B> shall pay any Value Added Tax (VAT) or other similar tax in accordance with the laws of <A>'s country. The application of VAT is defined in Annex 11 Roaming Provider Tariff.

### 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 <B>) while roaming in the Public Mobile Network of <A>. This home Customer Care Services will provide the first point of contact but may refer the Roaming Customer to <A>'s Customer Care Services if appropriate.

The Roaming Customer is free to contact <A>'s Customer Care Services directly. However, the primary responsibility for customer care remains with <B>.

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:

**Please refer to Annex 11: AA.14 of the Service Provider**

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

### **Roaming Information**

Roaming information (including changes of such information), like coverage maps, service levels and Services (including their date of implementation and tariffs), shall be sent to the following contact point:

**Please refer to Annex 11: AA.14 of the Service Provider**

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

<B> shall inform its own Roaming Customers about roaming in <A>'s 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 <A>. The home Customer Care Services will provide the first point of contact but may refer the Roaming Customer to <A>'s 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 <A> experienced by Roaming Customers and indicated to <B> shall be reported to the other Party's contact point defined here:

**Please refer to Annex 11: AA.14 of the Service Provider**

**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 <A>s Customer Care Services, <A>s 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 <A>s 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 <A> will be achieved through his home Customer Care Services.

**Customer Service Numbers**

Customer Service Numbers are contained here:

<b>Customer Service Numbers</b>	
<b>(Public Domain)</b>	
<b>Emergency Calls</b>	<112>
<b>Other emergency numbers (non-GSM)</b>	
<b>Fire</b>	<...>
<b>Police</b>	<...>
<b>Ambulance</b>	<...>
<b>Directory Service (national)</b>	<...>
<b>Directory Service (international)</b>	<...>

Other customer service numbers including value added service numbers:

...  
...  
...

## **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**

<A> 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**

<A> 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**

<B> will make the bilaterally agreed number of test SIM and/or USIM-cards available to <A> 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. <A> 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 <A> 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 <A>'s 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 <A>.

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 <A> using test-SIM and/or USIM-card(s) will not receive a payable bill from the issuing <B> for the test calls made in the Public Mobile Network under test. TAP-data and bills will only be sent for test purposes.

Unless otherwise agreed, it is the sole responsibility of <A> to block Roaming Customers of <B> during the pre-commercial phase and in no case the <B> has to bear the costs incurred by its customers roaming in <A>'s 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 <B> shall therefore have the right to send a (single) bill to <A> 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 the total of test SIMs is .....<currency >

The tariff used will be either the Tariff of <A> or the Wholesale Roaming Acces Requester retail tariff. In case the retail tariff is used, the <B> 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. The invoice regarding test SIM and/or USIM-card(s) shall be sent to the address below:

### **Please refer to Annex 11: AA.14 of the Service Provider**

In the event that <A> has a query concerning the <B> test SIM and/or USIM-card(s), then <A> shall contact:

### **Please refer to Annex 11: AA.14 of the Service Provider**

## **Calls made outside <A> during pre-commercial or commercial roaming phase**

All costs occurring for calls made with test SIM and/or USIM cards issued to <A> outside <A>s network will be charged by the <B>. The <B> has the right to decide how to charge this usage of test SIM and/or USIM cards.

The tariff used will be the <B> retail tariff. The <B> 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. The invoice regarding test SIM and/or USIM-card(s) shall be sent to the address below:

### **Please refer to Annex 11: AA.14 of the Service Provider**

Using best endeavours, the <B> will inform <A> and bar the test SIM and/or USIM card(s) being used outside <A>s Network.

<A> 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 <A> for the first 180 calendar days or until it is informed by the <B>, whichever is the smaller.

## **Lost or stolen test SIM and/or USIM cards**

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

## 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
- Network access for at least 1 in x mobile originated and terminated call set-ups (incl. SMS) for Party A.  
Network access for at least 1 in x mobile originated and terminated call set-ups (incl. SMS) for Party B.  
(The value of x needs to be agreed by the Parties but 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-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 an 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 Roaming Provider 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 <B> was not able to provide authentication pairs RAND, SRES),

(Delete the option that does not apply)

the Parties agree that calls are permitted and that the <B> will receive the charge.

or

the Parties agree that calls are not permitted and that the <B> 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 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.

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

Roaming Provider 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 or SMS Interworking

## **ANNEX 6 DATA PRIVACY. GENERAL PRINCIPLES**

Data Privacy requirements of the individual Operators are defined here: XXXXXX

## **ANNEX 7 FRAUD PREVENTION PROCEDURES**

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

## ANNEX 8 NETWORK EXTENSIONS

### Scope.

This Annex is an addendum to the existing Wholesale Roaming Access Agreement between **Orange Espagne, S.A. sociedad unipersonal <TADIG Code/s>** and **< <B> ><TADIG code/s>** (hereinafter referred to as the “Agreement”) when a National and/or International Network Extension is implemented by **<Roaming Provider name>** for the provision of Services to Roaming Customers of **< <B> >** through the Client Operator(s) (listed in Attachment A) operating a Public Mobile Network.

The Parties hereby agree the following:

- **Orange Espagne, S.A. sociedad unipersonal** in all circumstances is responsible to **< <B> >** for the adherence by the **<Client Operator>** to the provisions of the Agreement.
- **Orange Espagne, S.A. sociedad unipersonal** is the single point of contact for the **< <B> >**
- **Orange Espagne, S.A. sociedad unipersonal** shall provide the information required by the **< <B> >** for implementation of the National and/or International Network Extension.

Parties shall agree in writing, prior to implementing any additional National and/or International Network Extensions.

The Parties shall have the right to suspend and/or terminate an individual National and/or International Network Extension in accordance with Articles 14 and 17 of this Agreement. This suspension and/or termination shall not affect the existing Agreement.

This Annex supersedes any written or verbal agreement between the Parties with respect to this subject matter.

The services provided to the **<B>** through the use of a National and/or International Network Extensions shall be set out in the launch letter. Additional launch letters shall be used for the provision of additional services in accordance with this Annex



## ATTACHMENT "A"

### CLIENT OPERATOR'S SPECIFICATIONS

*[Please complete the table below]*

<b>Client Operator</b>	<b>Client Operator TADIG code/s</b>	<b>Country of Operation</b>

Hereinafter referred to as the "**Client Operator**".

When roaming through **Client Operator**, the following deviations and /or amendments to the AA.13 Common Annexes of the Agreement apply :

## ANNEX 10 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.

The Service Level Agreement has a sub-paragraph, referring to Annex 1 in BA.51, which forms an integral part of this Annex 12.

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.

Both Parties agree that some of the test SIM cards can be used for active QoS monitoring purposes and the below [*delete the option below not used*] will apply for this purpose.

Option A :

The threshold for test usage (see annex 5.1) will remain in place. The SIM cards used for QoS purposes will be communicated in writing in a separate document signed by both Parties.

Option B :

<A> will not charge the <B> for the usage of the test SIM cards specifically exchanged for QoS purposes. These SIM cards will be communicated in writing in a separate document signed by both Parties.

Where Option B applies, both Parties agree that <A>, in case the usage is charged for, will issue a (yearly) credit note for the usage of the notified test SIM cards used for QoS monitoring.

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

## Annex 10 Roaming Provider Services, Tariffs and other Information

The Roaming Provider will send to the Direct Wholesale Roaming Access Seeker a PDF version of their RAEX AA.14 as agreed between the parties for all non-regulated tariffs.

### Charges for regulated roaming services:

Charges for regulated roaming services:	01.07.2012	01.07.2013	01.07.2014
Voice (Mobile originated) charge*	14 euro cents/ min	10 euro cents/ min	5 euro cents/ min
SMS charge(Mobile originated)	3 euro cents	2 euro cents	2 euro cents
Data charge	25 euro cents/ MB	15 euro cents/MB	5 euro cents/MB

All tariffs are in Euros and exclusive of applicable VAT.

The charges are subject (where appropriate) to the currency exchange rules in Article 1 of the Regulation.

### Services

See *BEREC Guideline 26 CAMEL Phase 1* must be offered as a minimum

## **Annex 11**

**Details of AA.14 were taken out and will be provided in a separate document.**

## **Annex 12**

**Direct Wholesale Roaming Access Seeker contact details and other information important to the relationship not provided elsewhere in the Agreement**

## Document Management

### Document History

Version	Date	Brief Description of Change	Approval Authority	Editor / Company

### Other Information

Type	Description
Document Owner	BARG
Editor / Company	Anthony Pizzuto (VRS)

#### 1.1

This document is intended for use by the members of GSMA. 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 <mailto:prd@gsm.org>. Your comments or suggestions are always welcome.