

Slovak Telekom, a.s.

Wholesale Roaming Resale Access  
Reference Offer

## 1. DEFINITIONS

<b>Agreement</b>	Means WRRRA Agreement concluded between the Parties, based on this Reference Offer;
<b>Call</b>	Means electronic communications connection, set up via public electronic communications network as public electronic communications service, which enables a two-way real time communication, including speech telephony, telefax, circuit switched data exchange and emergency calls;
<b>GSM Association</b>	Means the main body for GSM technology interested operators, vendors and others, authorized by its members to mandate GSM standards and procedures;
<b>GSM Association Permanent Reference Documents</b>	Mean the documents that are established, recognized and classified as binding by the GSM Association;
<b>ACCESS SEEKER</b>	Mean an undertaking entitled, under Slovakian Act on Electronic Communications 351/2011 Coll. or any subsequent act amending or replacing it ("AEC") to provide roaming services. This may be, for the purposes of this Reference Offer, full and light MVNOs and resellers; ACCESS SEEKER can also be referred to as the "Party" and, if referred to collectively with HOST, "the Parties";
<b>HOST</b>	Means Slovak Telekom, a.s.; can also be referred to as the "Party" and, if referred to collectively with ACCESS SEEKER, "the Parties";
<b>HOST Licenses</b>	Means HOST's authority awarded under the Slovak laws to operate public mobile telecommunications network in GSM and UMTS standard;
<b>HOST Network</b>	Means any public mobile telecommunications network operated by HOST on the territory of the Slovak Republic in GSM or UMTS standard;
<b>HOST Subscriber</b>	Means a subscriber, as defined by AEC, of HOST;
<b>Authorisation(s)</b>	Means HOST authorisation to provide services and networks, and ACCESS SEEKER's authorisation to operate as an undertaking entitled by the Regulation
<b>Services</b>	Mean electronic communications services provided by HOST to ACCESS SEEKER on wholesale basis as defined in this RO;
<b>Network</b>	Means HOST Network
<b>Regulation</b>	Means Regulation EU No 531/2012 on roaming on public mobile communications network within the Union;
<b>BEREC Guideline (s)</b>	Means BEREC Guidelines on the application of Article 3 of the Roaming Regulation – Wholesale Roaming Access;
<b>Wholesale Roaming Resale Access ("WRRRA")</b>	Means the provision of roaming services on a wholesale basis by a mobile network operator different from the visited network operator to another undertaking for the purpose of that other undertaking providing regulated roaming services to roaming customers;
<b>Roaming Provider</b>	Means any undertaking that provides a Roaming Customers with retail Regulated Roaming Services;
<b>Home Network</b>	Means a terrestrial public mobile electronic communications network of HOST located in Slovak Republic and used by the roaming provider for the provision of regulated retail roaming services to a Roaming Customer;
<b>Visited Network</b>	Means a terrestrial public mobile communications network situated in a Member State or EEA state if applicable other than Slovak Republic that permits a Roaming Customer to make or

	receive calls, to send or receive SMS messages or to use packet switched data communications, by means of International Roaming arrangements between HOST and Home Network operator;
<b>Visited Network Operator</b>	Means a public mobile operator who operates Visited Network;
<b>Union-wide roaming</b>	means the use of a mobile device by a roaming customer to make or receive intra-Union calls, to send or receive intra-Union SMS messages, or to use packet switched data communications, while in a Member State other than that Slovak Republic, by means of arrangements between the Home Network operator and the Visited Network operator;
<b>Roaming Customer</b>	means a customer of a Roaming Provider, by means of a terrestrial public mobile communications network situated in the Union, whose contract or arrangement with that Roaming Provider permits Union-wide roaming (EEA – wide, if applicable); a Roaming Customer is identified by EU numbering resources assigned to the mobile electronic communications service;
<b>Regulated Roaming Call</b>	means a mobile voice telephony call made by a roaming customer, originating on a visited network and terminating on a public communications network within the Union or received by a roaming customer, originating on a public communications network within the Union and terminating on a visited network;
<b>Regulated Roaming SMS message</b>	means an SMS message sent by a roaming customer, originating on a visited network and terminating on a public communications network within the Union or received by a roaming customer, originating on a public communications network within the Union and terminating on a visited network;
<b>Regulated Data Roaming service</b>	means a roaming service enabling the use of packet switched data communications by a roaming customer by means of his mobile device while it is connected to a visited network. A regulated data roaming service does not include the transmission or receipt of regulated roaming calls or SMS messages, but does include the transmission and receipt of MMS messages;
<b>Regulated Roaming Services</b>	Means Regulated Roaming Calls, Regulated Roaming SMS and Regulated Data Roaming Services

## 2. PURPOSE AND SCOPE OF THIS REFERENCE OFFER

- 2.1. This Reference Offer /hereinafter referred to as “RO” or “the RO”/ describes the main terms and conditions for the provision of Wholesale Roaming Resale Access which will be subject to negotiation between HOST and ACCESS SEEKER with the purpose of reaching agreement on specifications, charges payable by ACCESS SEEKER and other commercial, technical and other terms and conditions.
- 2.2. HOST is obliged by Art. 3 of Regulation to meet all reasonable requests for wholesale roaming access, including wholesale roaming resale access. Such wholesale roaming resale access shall cover access to all network elements and associated facilities, relevant services, software and information systems, necessary for the provision of regulated roaming services to customers, for access to other components HOST is entitled to charge fair and reasonable prices.
- 2.3. HOST shall provide any eligible ACCESS SEEKER, according to BEREC Guideline 4, with non-discriminatory access to these regulated roaming services in compliance with Art. 3 of Regulation.
- 2.4. For the avoidance of doubt, ACCESS SEEKER shall only be allowed to resell the regulated services provided under the WRRRA obligation to EU/EEA roaming customers (BEREC Guideline 4), and additional services explicitly agreed between HOST and ACCESS SEEKER.
- 2.5. Interested ACCESS SEEKERS are asked to contact [wholesale\\_mobile@telekom.sk](mailto:wholesale_mobile@telekom.sk) for a draft contract of the Agreement. The ACCESS SEEKER has to provide proof of its Authorisation.

### 3. IMPLEMENTATION AND OPERATION

ACCESS SEEKER will on its own operate and maintain equipment that corresponds to HOST's specifications and fulfil technical prerequisites for connecting to HOST's systems. In this context, hardware- and software-compatibility as well as compliance with usual security standards defined by HOST have to be secured.

Defined standards and protocols:

- a) SIGTRAN (IP/SCTP/M3UA)
- b) CAMEL Phase 2
- c) Diameter

Mandatory Network and IT Elements provided/operated by GUEST:

- a) IN (Intelligent Network)
- b) FDS (Fraud detection system)
- c) Retail Billing System
- d) CRM (Customer relationship management)

Physical Interface:

- a) Ethernet

#### 3.1. Principles of Operation

3.1.1. The services to be provided by the HOST are described as follows:

##### 3.1.1.1 Regulated Roaming Services

HOST shall provide ACCESS SEEKER with end-to-end delivery of Regulated Roaming Calls, SMS and Data services, provided by visited network operators with which HOST has a wholesale roaming access agreement. This comprises in detail the delivery of:

- mobile originated roaming calls (outgoing roaming calls) made by the ACCESS SEEKER's Roaming Customer, originating on a visited network within the EU/EEA and terminating on a public communications network within the EU/EEA; excluding premium numbers
- mobile originated roaming SMS messages (outgoing roaming SMS messages) sent by the ACCESS SEEKER's Roaming Customer, originating on a visited network within the EU/EEA and terminating on a public communications network within the EU/EEA; excluding premium numbers
- mobile terminated roaming SMS messages (incoming roaming SMS messages) received by the ACCESS SEEKER's Roaming Customer on a visited network within EU/EEA
- mobile roaming packet switched data communication generated by the ACCESS SEEKER's Roaming Customer on a visited network within the EU/EEA

HOST shall provide access to relevant interfaces, protocols or operational support systems of HOST in order to enable ACCESS SEEKER to carry out for itself the necessary retail functions towards its end-customers.

The applicable charges for regulated roaming services are the charges according to Art.7, 9 and 12 of the Roaming Regulation.

##### 3.1.1.2 Non-regulated Roaming Services

HOST shall provide ACCESS SEEKER with end-to-end delivery of non-regulated roaming calls, SMS and data services, provided by visited network operators with which HOST has a wholesale roaming access agreement. This comprises in detail the delivery of:

- mobile terminated calls from a national or international network to the roaming network where the ACCESS SEEKER's Roaming Customer is located
- mobile originated roaming calls generated by the ACCESS SEEKER's Roaming Customer to and/or from a state outside EU/EEA
- mobile originated roaming SMS generated by the ACCESS SEEKER's Roaming Customer to and/ or from a state outside EU/EEA
- mobile roaming data traffic generated by the ACCESS SEEKER's Roaming Customer from a state outside EU/EEA
- mobile originated roaming calls/SMS to premium numbers generated by the ACCESS SEEKER's Roaming Customer.

### 3.1.1.3 Other provided wholesale services

Other wholesale service, which are not commonly included in wholesale roaming agreements; in particular:

- termination of outgoing roaming SMS
- termination of incoming roaming voice calls

3.1.2. These services shall be provided via the SIM Cards provided by HOST. SIM Cards shall have only IMSI numbers with HOST's Mobile Country Code(s) (MCC) and HOST's Mobile Network Code(s) (MNC) (HOST's IMSI range).

3.1.3. All Traffic connected with Services provided upon Agreement, including Voice Mail Service traffic, shall be routed by HOST.

3.1.4. Services described in article 3.1.1 shall be provided by HOST in accordance with Technical Specifications, the GSM Association Permanent Reference Documents and Agreement.

3.1.5. HOST shall provide interface to enable ACCESS SEEKER Roaming Customers Services activation and administration.

3.1.6. HOST processes and transmits transaction data for the usage of the Services to enable ACCESS SEEKER the billing of its end-customers accordingly. The transmitted data shall be the basis for HOST's Wholesale Invoice to ACCESS SEEKER.

3.1.7. For the purpose of Signalling Interconnection parties should establish direct interconnection.

## 3.2. Implementation Timeline

3.2.1 The ACCESS SEEKER's initial request for WRRRA addressed to contact defined in article 2.5 shall be processed by HOST in accordance with Regulation and BEREC Guidelines. The HOST shall confirm ACCESS SEEKER about the receiving of the request and ACCESS SEEKER shall provide the information needed for the further processing of its request.

3.2.2 HOST shall provide the ACCESS SEEKER with a draft Agreement one (1) month after the initial receipt of the request and provision of information needed for the further processing of request. The draft should cover conditions of WRRRA as well as conditions of hosting on HOST Network.

3.2.3 Agreement shall be concluded within a reasonable period of time not exceeding three (3) months. Access should be granted within the same timeline, notwithstanding the period of negotiation of hosting part of the Agreement. Prior to provision of any Services described above all necessary processes, interfaces and services for hosting ACCESS SEEKER by HOST have to be agreed and implemented based on signed Agreement.

#### 4. TRAFFIC AND SIM CARDS FORECASTS

ACCESS SEEKER shall be obliged to provide HOST with traffic and SIM Cards ordering forecasts for the subsequent 12 months specifically per EU/EEA and Rest of the World split onto outgoing, incoming voice, SMS and data, in order to enable HOST to optimise planning and assure operations of the Services under quality conditions and ensure delivery of the SIM Cards.

#### 5. CHARGING AND ACCOUNTING

##### 5.1. General Charging and Accounting Principles

All tariffs are in Euros and exclusive of applicable VAT.

Prices are defined per minute, per SMS and per Megabyte (MB) in case of data.

No peak/off-peak differentiation applies.

The invoice period shall be a calendar month. The invoice shall indicate the volume of the Services generated in the previous invoice period. The invoice shall be issued at least until 15th calendar day of the following month after the month when the service was provided.

ACCESS SEEKER shall provide HOST with a reasonable initial payment guarantee upon request (e.g. bank guarantee). The value of the payment guarantee shall be equal to the total expected average monthly fees charged to ACCESS SEEKER by HOST in a period of the [3] (three) months.

##### 5.2. Tariffs for the Regulated Roaming Services

The applicable tariffs for Regulated Roaming Services based on the Regulation are:

No.	Regulated Roaming Service		Charging increment	January 1st, 2013-June 30, 2013	July 1st, 2013-June 30, 2014	July 1st, 2014 – June 30, 2022
1.1.	mobile originated roaming call	EUR/min	1 second; minimum charging period 30 seconds	0.14	0.10	0.05
1.2	mobile originated roaming SMS message	EUR/SMS	1 SMS (160 characters)	0.03	0.02	0.02
1.3	mobile terminated roaming SMS message	EUR/SMS	1 SMS (160 characters)	free	free	free
1.4	mobile roaming packet switched data	EUR/MB	1 kb	0.25	0.15	0.05

##### 5.3. Tariffs for Non-regulated Roaming Services

Non-Regulated Roaming Calls, SMS and Data services will be provided for fair and reasonable price and conditions which are subject to further negotiation.

##### 5.4. Tariffs for other wholesale services

Other wholesale services as specified above in part 3.1.1.3 will be provided for fair and reasonable price and conditions which are subject to further negotiation.

## 6. FAULT HANDLING AND FAULT REPORTING

The purpose of fault handling and fault reporting procedures under the Agreement will specify the cooperation between HOST and ACCESS SEEKER within the process of identification, reporting, classification and elimination of any faults, which may occur in the course of provision of the Services.

As there shall be no direct link between Roaming Customers and HOST's customer care systems, fault handling procedures shall be the only channel through which ACCESS SEEKER and HOST shall cooperate in order to handle Roaming Customer's quality problems with respect to Services.

## 7. TESTING AND SLA's

Testing shall be carried out in accordance with the testing procedures to be specified in the Agreement, and shall comprise:

- Process of testing of Service availability
- Specification of Fault Categories
- Process for testing SIM cards to be used by ACCESS SEEKER

HOST is willing to provide SLA to the ACCESS SEEKER on the following conditions:

- HOST agrees to provide the ACCESS SEEKER with all relevant information on faults or planned maintenances as far as HOST itself is informed by its roaming partners.
- As HOST has agreed roaming agreements according to the standard GSMA documents, and SLAs are not used therein, HOST cannot commit to dedicated performance KPIs as part of SLAs.
- However, HOST will commit 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 principle than HOST's own end-customers receive in the roaming partner's network.
- HOST commits to not discriminate between its own end-customers and ACCESS SEEKER's end-customers in relation to the service quality and coverage on its roaming partner's network and/or the fault detection, fault handling and restoration of any incidents compared to HOST's own end-customers, provided that these actions are under HOST's control. Discrimination will only be allowed in case of fraudulent behavior of ACCESS SEEKER's end-customers.
- HOST and ACCESS SEEKER will negotiate in good faith to agree on reliable processes and timelines associated with ordering, provisioning and delivery where appropriate.

## 8. CUSTOMER CARE

It shall be the sole responsibility of ACCESS SEEKER to handle customer care calls from his Customers. ACCESS SEEKER has to inform his Customers on all contact details of ACCESS SEEKER's customer care centre. ACCESS SEEKER shall be obliged to use its best efforts to ensure that his Customers will contact ACCESS SEEKER's customer care centre and not HOST's customer care centre.

ACCESS SEEKER shall reimburse HOST for any costs or expenses incurred by HOST from handling of customer care calls of Roaming Customers, provided that the number of such calls in any calendar month exceeds 50.

## 9. PROTECTION AGAINST UNAUTHORIZED USE AND DATA PRIVACY, LEGAL INTERCEPTION

Neither Party shall act, nor knowingly, recklessly or negligently permit or allow other subjects to act or omit to act in such a way that the operation of the other Party's Network could be jeopardized, impaired or damaged.

Neither Party shall be involved in, nor knowingly, recklessly or negligently permit or allow other subjects to be involved in any fraudulent or in any unauthorized use or in an attempted unauthorized use of the other Party's Network.

The Parties shall co-operate on an on-going basis with the aim to endeavour to reduce fraudulent and/or unauthorized use of their own Networks and of the other Party's Network.

The Parties confirm that they shall comply with the applicable data protection and data privacy laws and regulations including APDP and also the AEC and shall not use or disclose any information received or obtained from a Roaming Customer a manner that contravenes such laws or regulations or their own data protection or data privacy policies.

HOST will support ACCESS SEEKER to respond to requests by relevant authorities if, due to the nature of the wholesale relationship, ACCESS SEEKER is (technically) not able to provide requested information by itself (e.g. Phone Tapping). Since the customer ownership and relationship remains with the ACCESS SEEKER, HOST will however not provide any personal data of end-customers or any data on end-customers' usage patterns.

## 10. FRAUD PREVENTION

Parties agree to cooperate in avoiding fraudulent behavior particular to monitor ACCESS SEEKERs end-customers' usage on fraud potential. HOST will provide fraud handling with its roaming partners (based on GSMA standards of NRTRDE & HUR, according the existing contract between HOST and particular roaming partner).

Further HOST will provide fraud prevention tool upon the request by ACCESS SEEKER and based on a commercial arrangement between the Parties.

The Party identifying any fraudulent use will inform the other Party without undue delay. In case of detected fraudulent use, ACCESS SEEKER shall upon a request by the HOST deactivate the respective end-customer's SIM-Card immediately, within 2 days latest.

HOST reserves the right to deactivate fraudulent used SIM-Cards itself for reasons of minimizing commercial losses and/or any adverse effects for the network availability of the Parties due to such fraudulent use.

## 11. MISCELLANEOUS

All matters arising from or relating to the Agreement shall be governed by and construed in accordance with Slovak law, the Regulation, BEREC Guidelines and the relevant legislation of the EU.

The RO will be updated from time to time to ensure consistency with the offered Services, especially in case service provisioning will require new methods for or modifications of the WRRRA resulting in potential implications to HOST Network elements or facilities.

As of the release date of an updated version of this Reference Offer all access requests will be governed by the updated version. In case of pending access requests HOST and ACCESS SEEKER will negotiate in good faith to agree on which elements of the updated version apply.