



Direct Wholesale Roaming Access Agreement

Version 5.0

20 July 2022

This is a Non-binding Permanent Reference Document of the GSMA

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Direct Wholesale Roaming Access Agreement

between

<Roaming Provider>,

<Telefónica Germany GmbH & Co. OHG>

Having its registered address:

Georg-Brauchle-Ring 50

80992 München

.....
(Hereinafter referred to as "**Telefonica Germany**")

and

<Direct Wholesale Roaming Access Seeker>,

having its registered address:

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

(Together "**The Parties**")

1 Introduction

1.1 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]

a) European Union (“EU”) Mobile network operators shall meet all reasonable requests for wholesale roaming access according to Article 3 of the EU Roaming Regulation (EU) 2022/612. It is for each individual mobile network operator to determine what constitutes a reasonable request for wholesale roaming.

b) Subject to Article 3 of the EU Roaming Regulation (EU) 2022/612, the Parties shall enter into this unilateral Agreement for International Roaming for the provision by **<Telefonica Germany>** of Services in order to enable Roaming Customers of **** to gain access to mobile telecommunications services in the geographic areas where **<Telefonica Germany>** operates a PMN.

9.1.2 Clarification on responsibility for payment of charges for Services, which can only be implemented on a per service level and not on a per IMSI level, during pre-commercial phase;

21.10 Applicability of the Annex about the “Supply Chain Sustainability and Environmental Management Policy”.

Annex 3 Commercial applicability of Accounting and Billing for services, which can only be implemented on a per service level and not on a per IMSI level, during pre-commercial phase according to Annex 3 (Common Annexes / Billing and Accounting).

Annex 9 Access to Emergency Services (New Common Annex)

Annex 12 Quality of Service (QoS) Parameters (New Common Annex) removed

Annex 13 “Machine-to-Machine (M2M) Transparency Methods” removed

Annex 14 “S8 Home Routed Architecture” removed

1.2 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

1.3 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.

1.4 Subject to applicable laws, the Parties agree to be bound by GSMA Permanent Reference documents relevant to International Roaming.

1.5 The Parties agree that the sole purpose of the Agreement is the provision of international roaming access to customers of **** on **<Telefonica Germany>**’s mobile network, which includes, for the avoidance of doubt, the former “E-Plus Mobilfunk GmbH” mobile network – in accordance with the EU Roaming Regulation (EU) 2022/612. The Parties acknowledge that the

wholesale roaming access as provided to **** under this Agreement is solely intended to enable Roaming Customers of **** to use mobile communication services while temporarily travelling in **<Telefonica Germany>**'s licensed area. The wholesale roaming access as set forth under this Agreement is not intended to substitute domestic wholesale offerings for the provision of domestic services on **<Telefonica Germany>**'s network.

- 1.6** Any use of wholesale roaming access for purposes other than provision of roaming services to ****'s Roaming Customers while they are periodically travelling as described in 1.5 - such as but not limited to permanent or predominant usage in **<Telefonica Germany>**'s home country - is not part of this Agreement. This Agreement has provisions to prevent permanent roaming or anomalous or abusive use of wholesale roaming access.
- 1.7** The Parties acknowledge that the Clauses 1.5 and 1.6 are material to the Agreement. Any breach of these Clauses shall be deemed to constitute negligence under Clause 14 – Liability of the Parties, and accordingly the non-defaulting Party reserves the right to claim damages as set out in that Clause. Such breach shall additionally be deemed an event of permanent, anomalous and abusive usage of wholesale roaming access and the non-defaulting Party reserved the right to take necessary measures accordingly pursuant to applicable EU legislation, which may include, but are not limited to, termination of the Agreement.

2 Starting Date

- 2.1** The actual commercial starting date for Direct Wholesale Roaming Access shall be the date as agreed by both Parties in written form after successful completion of all necessary network and billing test procedures.
- 2.2** Where the provision of ****'s services is based on (i) a use of ITU IMSI or (ii) an Extra-territorial Use of National IMSI, this Agreement is subject to the precondition that an independent third party expert to be appointed by **<Telefonica Germany>** has confirmed that **** has implemented a suitable mechanism to ensure that the Services are only used to provide Regulated Roaming Services to Roaming Customers. For this purpose, a suitable mechanism is for example that **** has implemented a control system that allows **** to determine the residency of each of ****'s customers or the countries with which such customers have established a stable link within the meaning of Art. 2 para. 2 lit a) Regulation (EU) 2016/2286 and which enables **** to prevent any of ****'s customers who are not Roaming Customers from using the Services provided by **<Telefonica Germany>** under this Agreement. The parties will agree on who has to bear the cost of such audit.

3 Definitions

- 3.1** 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:

3.2 "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.

3.3 "Agreement" shall mean this Wholesale Roaming Access Agreement together with the Annexes attached hereto.

3.4 "Date of the Agreement" shall mean the date as of which both Parties have signed the Agreement by their duly authorized representatives.

3.5 "Direct Wholesale Roaming Access" means the making available of facilities and/or services by a mobile network operator to another undertaking, under Regulation (EU) 2022/612 defined conditions, for the purpose of that other undertaking providing roaming services to roaming customers;

3.6 "GSM Association Permanent Reference Documents" means a document noted as such by the GSMA and listed as such by the GSMA on the list of Permanent Reference Documents.

3.7 "International Roaming" or "IR" shall mean the temporary provision of Services by **<Telefonica Germany>** in respect of which access is granted to Roaming Customers of **** resident in a geographical area outside the licensed area served through **<Telefonica Germany>** PMN.

3.8 "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).

[Note: 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.]

3.9 "Roaming Customer" shall mean a person or entity resident or having stable links within the meaning of Art. 2 para 2 lit a) Regulation (EU) 2016/2286 in a geographical area within the Member State of **** and outside the licensed area served through **<Telefonica Germany>**'s PMN with a valid legal relationship with **** using a GSM SIM (Subscriber Identity Module) and/or a GSM USIM (Universal Subscriber Identity Module) for use by that person or entity of the Services while temporarily roaming on **<Telefonica Germany>**'s PMN in accordance with the terms and conditions of this Agreement.

3.10 "Services" shall mean the services as specified by **<Telefonica Germany>** in Annex 8, 9, 10 and 12 which may be amended from time to time by **<Telefonica Germany>**.

3.11 "Session" shall mean the time between PDP Context Activation until PDP Context deactivation.

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

3.13 “BCE” shall mean Billing & Charging Evolution 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 “Permanent Roaming” shall mean a cumulative use of roaming Services by the same IMSI for 61 days (accumulated) or more per 4 months period on the network of **<Telefonica Germany>**. Furthermore, Permanent Roaming shall also include scenarios where by means of intelligent traffic steering across several national mobile networks a permanent usage of Services in **<Telefonica Germany's>** home country shall be established in order to provide domestic offerings.

3.16 “Anomalous or Abusive Use” shall mean any use of wholesale roaming access that is contrary to the purpose of this Agreement. For example, where significant volumes are generated from a number of SIM cards that are sold to persons not effectively residing or having stable links in the Member State of **** for other purposes than periodic travel.

3.17 “National IMSI” shall mean a number according to Recommendation ITU-T E.212 which begins with a mobile country code (MCC) that has been assigned by the ITU identifying a country (i.e. an IMSI that is not an ITU IMSI).

3.18 “ITU IMSI” shall mean a number according to Recommendation ITU-T E.212 which begins with the shared (non-geographic) mobile country code (MCC)90x.

3.19 “Extra-Territorial Use” shall mean the use of a National IMSI, on a permanent basis, in a network outside the country that corresponds to the MCC assigned to such IMSI. Permanent use can take place by way of permanent activation of the IMSI in a telecommunications network outside the country of establishment of **** or by way of permanent roaming.

3.20 “Menmber State” shall mean a EEA country.

3.21 “Regulated Roaming Services” shall mean regulated roaming services within the meaning of the EU Roaming Regulation (EU) 2022/612 as amended.

4 Annexes

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

5 Scope of the Agreement

5.1 In respect of and subject to their licenses or rights and other national binding regulations to establish and operate Public Mobile Networks or to offer services to the public, **<Telefonica Germany>** agrees to offer Services and **** agrees to pay for Services, subject to Article 5.2,5.2 in accordance with:

1. relevant Technical Specifications;
2. all binding GSM Association Permanent Reference Documents as provided by **<Telefonica Germany>** to ****
3. those non-binding GSM Association Permanent Reference Documents which are agreed by the Parties and specifically set out in the Annexes;
4. 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 The Services provided by **<Telefonica Germany>** are defined in Annex 8, 9, (setting out details on emergency calling), 10 and 12 (setting out certain QoS parameters), and may be amended from time to time by **<Telefonica Germany>**. In addition:

1. the Services shall only be made available to individual Roaming Customers having valid legal relationships with ****;
2. The availability of Services may depend on the availability of appropriate functionality; and
3. Roaming Customers, during roaming, shall experience conditions of service that do not differ substantially from those provided to other parties requesting the Services of **<Telefonica Germany>**.
4. Services are provided based on the precondition that Roaming Customers are expected to have a usage pattern that does not differ substantially from other EU roaming customers on **<Telefonica Germany>`s** network.

7 Management of Modifications to the Services

7.1 Following notice of change served by **<Telefonica Germany>** to implement new Services or change existing Services in accordance with Article 15.2 and 20.2.1 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.

8 Forecasting

8.1 **<Telefonica Germany>** is entitled to ask **** and **** must provide, prior to the launch, a forecast of all voice, SMS and data traffic for the 12 months after commercial launch and such a request may be made and must be replied to annually thereafter.

9 Charging, Billing & Accounting

- 9.1.1 **<Telefonica Germany>** is entitled to ask **** and **** must provide, prior to the commercial launch, a bank guarantee based on the traffic forecast for the coming twelve months. If traffic volumes change the roaming provider may require the bank guarantee to be changed accordingly.
- 9.1.2 When a Roaming Customer uses the Services made available hereunder by **<Telefonica Germany>**, **** shall be responsible for payment of charges for the said Services so used in accordance with the tariff of **<Telefonica Germany>** stated in Annex 8. **** shall also be responsible for payment of charges for those Services, for example CAMEL, which can only be implemented on a per service level and not on a per IMSI level, even during pre-commercial phase.
- 9.1.3 **** shall not be liable for the payment of charges for chargeable Services provided by **<Telefonica Germany>** without Subscriber Identity Authentication as defined in GSM Association Permanent Reference Documents, except to the extent that **** actually recovers all charges due in relation to the Roaming Customer. In the case of re-authentication malfunction, procedures are further detailed in Annex 5.2.

9.2 Implementation of exchange mechanisms for charging information

- 9.2.1 The Parties shall implement exchange mechanisms for charging information in accordance with the GSM Association Permanent Reference Documents and the provisions set out in the Annex 3.1.
All exchange mechanisms will be agreed in separate launch letter(s).

9.3 Billing and Accounting

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

10 Customer Care

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

11 Confidentiality

- 11.1 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

11.2 In addition to Article 11.1 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 11. 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 11 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 11. Subject to Article 11 hereof, each Party shall be liable in accordance with Article 13 (subject to Article 11.2 hereof) and 14 toward the other Party(ies) in respect of any unauthorized disclosure of Information made by any other authorized recipients.

11.3 Notwithstanding Article 14 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.

11.4 Notwithstanding Article 11.1 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.

11.5 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.

11.6 Each Party agrees that in the event of a breach or threatened breach of Article 11, 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.

11.7 Article 11 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.

12 Data Privacy

12.1 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.

12.2 **<Party B>** 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.

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

13 Fraud Prevention

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

13.2 Both Parties shall co-operate in good faith and understanding of their mutual interests in order to detect, prevent and/or eliminate fraudulent use of the Interworking Services, including but not limited to:

1. denial of service and/or distributed denial of service attacks;
2. protocol vulnerabilities;
3. address and/or identify spoofing;
4. theft of service;
5. rogue media;
6. session hijacking;
7. network intrusion;

13.3 Traffic originating from any third party network shall not be transmitted unless such traffic is explicitly covered by an interworking agreement.

14 Liability of the Parties

14.1 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 **<Telefonica Germany>** pursuant to Article 9;
2. to the extent of its negligence where such negligence results in proven damages or loss to the other Party, in which event the liability of the negligent Party shall be limited to and shall in no event exceed two hundred and fifty thousand (250,000) SDR in respect of any one incident or series of incidents arising from the same cause;
3. in respect of charges arising from non-compliance with binding GSM Association Permanent Reference Documents pursuant to Article 13.

14.2 Furthermore, in no event shall either Party be liable for any consequential damage or loss of whatsoever nature, including but not limited to, loss of profit or loss of business, even if such Party has been advised of the possibility of such loss or damage.

14.3 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 14.1 and 14.2 nothing in the foregoing shall in any way restrict the liability of either Party for the actions of its employees.

14.4 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.

15 Suspension of Services

15.1 Notwithstanding anything in the Agreement to the contrary, **<Telefonica Germany>** 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 **<Telefonica Germany>'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 for non payment in excess of 3 months.

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

15.3 **** has the right at any time, for technical reasons, without liability but upon detailed written notice to **<Telefonica Germany>**, to suspend access to the Services to its Roaming Customers. Alternatively, if in the opinion of **<Telefonica Germany>** it is technically more practicable **** may request that **<Telefonica Germany>** suspend all of its Services to Roaming Customers of ****. **<Telefonica Germany>** shall use commercially reasonable efforts to comply with such requirement within seven (7) calendar days after receipt of the said notice.

15.4 The Parties agree that the suspension shall be removed as soon as the technical reason for the suspension has been overcome by **<Telefonica Germany>** or **** as the case may be.

15.5 In case of any use of wholesale roaming access that is not in accordance with this Agreement – such as but not limited to permanent or predominant usage in **<Telefonica Germany>**’s home country, **<Telefonica Germany>** may without liability forthwith suspend all or any of its Services to Roaming Customer(s). If **** does not provide written proof that the reasons leading to the suspension have been remedied within a period of 4 weeks after being notified by **<Telefonica Germany>** of said reasons, **<Telefonica Germany>** shall have the right to terminate the Agreement with immediate effect by written notice.

16 Permanent Roaming and Anomalous or Abusive Use

16.1 Where **<Telefonica Germany>**, according to objective indicators, has the suspicion that Permanent Roaming and/or Anomalous or Abusive Use is taking place **<Telefonica Germany>** may request **** to provide information (such as but not limited to IMSIs and volume). This information helps to establish if **<B’s>** customers are in a situation of Permanent Roaming and/or Anomalous or Abusive Use on the network of **<Telefonica Germany>**. Upon **<Telefonica Germany>**’s request **** shall provide the respective information within 4 (four) calendar weeks. Objective indicators include the criteria set out in Art. 4 para. 4 Regulation (EU) 2016/2286, for example that ****’s customer does not have its residency or stable links in the Member State of ****, a lack of prevailing domestic presence or domestic consumption of ****’s customer during a period of 4 (four) months, long inactivity of a given SIM card associated with use mostly, if not exclusively, while roaming and/or subscription and sequential use of multiple SIM cards by the same customer while roaming.

16.2 The provision of this information that **<Telefonica Germany>** may request **** to provide pursuant to Article 16.1 and 16.2, is without prejudice to national data protection requirements,

16.3 In case **** fails to provide any or sufficient information, which **<Telefonica Germany>** may request **** to provide pursuant to Article 16.1 and 16.2 in due time, Permanent Roaming and/or Anomalous or Abusive Use is deemed to be established.

16.4 Where **<Telefonica Germany>** has established that Permanent Roaming and/or Anomalous or Abusive Use of **<B’s>** customers is taking place or such situation is deemed to be established, **<Telefonica Germany>** may notify **** respectively and may request **** to cease such Permanent Roaming and/or Anomalous or Abusive Use within 14 (fourteen) days..

16.5 Where **** does not cease Permanent Roaming **<Telefonica Germany>** may, according to Recital 20 of the Regulation (EU) 612/2022, apply wholesale charges, in line with the Regulation (EU) 612/2022, related to the traffic for the faulty/abusive Roaming Customer, upon notification of ****.

16.6 Where **** does not cease Anomalous or Abusive Use, **<Telefonica Germany>** may without liability suspend all or any of its Services to the abusive **<B’s>** Roaming Customer(s) until receipt of a written confirmation of **** to cease such Anomalous or Abusive Use. **<Telefonica Germany>** may also without liability suspend all or any of its Services to **<B’s>** Roaming Customer(s) where measures listed above are not deemed appropriate or sufficient.

16.7 If **** does not provide written proof to **<Telefonica Germany>** within a period of eight [8] calendar weeks after the request to cease the Permanent Roaming and/or Anomalous or Abusive Use, that the reasons leading to the Permanent Roaming by a significant share of **** Customers (including, but not limited to Roaming Customer(s)) have been remedied, **<Telefonica Germany>** shall have the right to terminate the Agreement. Termination of the agreement will be by written notice and follow prior authorisation of the national regulatory authority.

For the avoidance of doubt, any unilateral termination of this agreement by **<Telefonica Germany>** for reasons of Permanent Roaming and/or Anomalous or Abusive Use shall be subject to prior approval by the Federal Network Agency (BNetzA), to the extent there is a legal requirement for such prior approval.

16.8 Without prejudice to 16.1, where the provision of ****'s services is based on (i) a use of ITU IMSI or (ii) an Extra-Territorial Use of National IMSI, **<Telefonica Germany>** is entitled to require **** to demonstrate, that it is ensured, in a suitable manner, that the Services are only used to provide Regulated Roaming Services to Roaming Customers. For this purpose, a suitable manner is for example that **** demonstrates that it has implemented a control system that allows **** to determine the residency of each of ****'s customers or the countries with which such customers have established a stable link within the meaning of Art. 2 para 2 lit a) Regulation (EU) 2016/2286 and which enables **** to restrict any of ****'s customers who are not Roaming Customers from using the Services provided by **<Telefonica Germany>** under this Agreement. The suitability of such control system (or any other mechanism or procedure in the above sense implemented by ****) is to be confirmed, on the basis of periodic auditing, by an independent third party expert to be appointed by **<Telefonica Germany>**. The Parties will agree on the frequency of the auditing and on who has to bear the cost of such audit.

Where it cannot be confirmed that it is ensured, in a suitable manner, that the Services are only used to provide Regulated Roaming Services to Roaming Customers, **<Telefonica Germany>** may request **** to provide aggregated information suitable to establish whether the Services are only used by **** to provide Regulated Roaming Services to Roaming Customers. Upon **<Telefonica Germany>**'s request **** shall provide the respective information within 4 (four) calendar weeks.

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 15, 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 15, 16, 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, 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, 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 **<Telefonica Germany>**'s Public Mobile Network and the provisions set out in Article 15 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 21.1 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 14.2, be liable to the other Party (in addition to charges properly due and payable to **<Telefonica Germany>**) 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 or e-signed by duly authorized representatives of both Parties hereto.

20.2 Notwithstanding Article 20.1 **<Telefonica Germany>** shall be entitled to:

1. implement new Services or change existing Services as it sees fit subject to the successful completion of all network and billing test procedures as set out in the Technical Specifications and the GSM Association Permanent Reference Documents, as requested by either Party. **<Telefonica Germany>** shall give **** at least thirty (30) days' prior written notice of any implementation of Services for the first time. **<Telefonica Germany>** 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. **<Telefonica Germany>** agrees to use its reasonable efforts to give **** at least sixty (60) days prior written notice of any termination of existing Services which is a major change which has an impact on IR; or
3. vary its tariff stated in the Annex 8 or subsequent variation thereof; amend the provisions of this Agreement and/or Annexes and/or Addenda, insofar as such amendment is required to comply with applicable laws and/or regulatory requirements and/or any valid order of a competent regulatory authority and/or court of competent jurisdiction.

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 20.3 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, provided that such Affiliated Company is under the (EU) Regulation 612/2022, entitled to request a Direct Wholesale Roaming Access.. 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.

21.8 Export Control Laws and Sanctions Compliance

The Parties shall, in carrying out their obligations in relation to the Agreement, comply with all applicable export control laws and regulations ("Export Control Laws") and all applicable economic, trade and financial sanctions laws, regulations, and embargoes or restrictive measures ("Sanctions") administered in both cases enacted or enforced by the governments of any relevant country.

21.9 Counterparts

(Optional clause to be removed where e-signature is not used)

The Parties acknowledge that they shall use **(Operator A's)/(Operator B's)** – *[Note: Identify here which Party's e-signature system will be used, to delete as necessary]* electronic signature process to sign the Agreement and agree to be bound by any such electronic signature which they have applied to the Agreement.

The Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument. A counterpart signature page of the Agreement executed by a Party and the execution version of the contract transmitted electronically in Portable Document Format (PDF) shall be treated as an original, fully binding and with legal force and effect. The Parties waive any rights they may have to object to such treatment.

21.10 Applicability of the Annex about the “Supply Chain Sustainability and Environmental Management Policy”

<Party B> shall comply with the requirements and obligations as described in the Annex about the “Supply Chain Sustainability Environmental Management”, and shall in particular provide **<Telefónica Germany>** with necessary and appropriate support in complying with the requirements to be fulfilled by **<Telefónica Germany>** under the Act on Corporate Due Diligence Obligations in Supply Chains, as reasonably amended and made available by **<Telefónica Germany>** from time to time, and shall ensure to address these obligations appropriately in its own supply chain at all times to the extent required. In case of any non-compliance with these principles and obligations, and in addition to any other remedies **<Telefónica Germany>** might have, **<Telefónica Germany>** is entitled to request a remedy of such non-compliance without undue delay, including but not limited to an alignment on action plans to remedy the non-compliance and the right to suspend or, in case of a material breach of obligations, terminate any affected order and/or the Agreement in case such non-compliance is not remedied.

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.

23.2 Where there is a challenge by one Party (the “Challenging Party”) to a change by the other Party of its reference offer the following procedure shall apply;

The Challenging Party shall receive notice of a change of the reference offer in accordance with the procedure outlined in Annex 1. Within 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 reference offer and shall provide a reason to justify the challenge.

The Contact Persons of both Parties shall then have up until and including day 35 to try and resolve the dispute. If after day 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 21 days to try and reach a settlement, that is up to and including day 56.

If after the expiration of day 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 60.

Thereafter the dispute in connection with the change of the reference offer 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.
- 23.5** In accordance with Article 18 of the EU Roaming Regulation (EU) 2022/612 as amended in the event of a dispute between undertakings providing electronic communications networks or services in a Member State, the dispute resolution procedures laid down in Articles 26 and 27 of Directive (EU) 2018/1972 should be applied fully.

Annex about the “Supply Chain Sustainability and Environmental Management Policy”:

With this Annex about the “Supply Chain Sustainability and Environmental Management Policy”, **<Telefonica Germany>** would like to implement the requirements of the German Act on Corporate Due Diligence Obligations in Supply Chains (Gesetz über die unternehmerischen Sorgfaltspflichten in Lieferketten) that came into effect on January 1, 2023 into the Contract between the Parties. With the German Act on Corporate Due Diligence Obligations in Supply Chains new standards have been set for the responsible management of supply chains, which will serve to improve the international human rights situation. in order to fulfill its responsibility to respect human rights, **<Telefonica Germany>** has supplemented the human rights and environmental aspects addressed in the Act on Corporate Due Diligence Obligations in Supply Chains in its "Supply Chain Sustainability and Environmental Management Policy". Therefore, **<Telefonica Germany>** would like to incorporate the "Supply Chain Sustainability and Environmental Management Policy" trough this Annex into the contract, replacing any previously agreed version of such Policy to the respective contract, if any.

IT IS NOW AGREED AS FOLLOWS:

I. Effective date

The “Supply Chain Sustainability and Environmental Management Policy” in this Annex shall become effective upon signature by **both Parties** (Effective Date).

II. Agreed Contract Terms

<Party B> shall comply with the requirements and obligations as described in the “Supply Chain Sustainability and Environmental Management Policy”, and shall in particular provide **<Telefónica Germany>** with necessary and appropriate support in complying with the requirements to be fulfilled by **<Telefónica Germany>** under the Act on Corporate Due Diligence Obligations in Supply Chains, as reasonably amended and made available by **<Telefonica Germany>** from time to time, and shall ensure to address these obligations appropriately in its own supply chain at all times to the extent required. In case of any non-compliance with these principles and obligations, and in addition to any other remedies **<Telefónica Germany>** might have, **<Telefónica Germany>** is entitled to request a remedy of such non-compliance without undue delay, including but not limited to an alignment on action plans to remedy the non-compliance and the right to suspend or, in case of a material breach of obligations, terminate the Contract in case such non-compliance is not remedied.

Any Clause in the Contract that already incorporates the provisions of the “Supply Chain Sustainability and Environmental Management Policy”, shall be replaced by the above regulation.

In the event of a breach the contractual and/or statutory rights under the respective contract shall remain unaffected.

III. Amendment / Replacement of Annexes

In case previous Contracts had already incorporated different versions of the "Supply Chain Sustainability and Environmental Management Policy" of [**Telefónica Germany**](#), this shall be replaced by present Annex and Attachment hereto and any further reference in each Contract to such documents shall be deemed a reference to the version as attached hereto or the versions as amended from time to time.

List of Documents which are part of this Annex and herewith incorporated into the Contract hereto:

- Supply Chain Sustainability (including the Environmental Management) Policy



Supply Chain
Sustainability Policy.

IV. Application to other Contracts

With this Annex about the "Supply Chain Sustainability and Environmental Management Policy", **the Parties** additionally agree to include the Clause and related Annex(es) in Section III, into any supply contracts under which [**Telefonica Germany**](#) procures equipment and/or services from [**Party B**](#), valid at the time of conclusion of this Annex about the "Supply Chain Sustainability and Environmental Management Policy", which is not listed as a Contract herein above, provided such contracts are contracts between [**Telefonica Germany**](#) and [**Party B**](#) as the sole contracting parties. This Annex about the "Supply Chain Sustainability and Environmental Management Policy" does not apply to contracts with additional contracting parties. This Annex about the "Supply Chain Sustainability and Environmental Management Policy" shall also apply to future contracts to be concluded between **the Parties** without the need for express inclusion unless the application of this Annex about the "Supply Chain Sustainability and Environmental Management Policy" is expressly excluded by **the Parties** in the individual cases.

24 Signatures

Place: Munich, Germany

Place:.....

Date:.....

Date:

.....
For **<Telefonica Germany>**

Name: i. V. Doris Meister

Position: Head of International Roaming

.....
For **<Operator B>**

Name:

Position:

.....
For **<Telefonica Germany>**

Name: i. V. Markus Agel

Position: Director Carrier Management

and Roaming

.....
For **<Operator B>**

Name:

Position:

25 Overview of the Annex Structure

Annex number	Annex name
ANNEX 1	Agreement Management Principles
ANNEX 2	Services
ANNEX 3	Billing and Accounting
ANNEX 3.1	Information on Billing Data
ANNEX 3.2	Settlement Procedure
ANNEX 4	Customer Care Principles
ANNEX 5	Technical Aspects
ANNEX 5.1	Testing
ANNEX 5.2	Security
ANNEX 5.3	Information on Signalling Interconnection and / or IP Connectivity
ANNEX 6	Fraud Prevention Procedures
ANNEX 7	Roaming Service Level Agreement
ANNEX 8	Provider Services, Tariffs and other Information
ANNEX 9	Access to Emergency Services
ANNEX 10	Direct Wholesale Roaming Access Seeker contact details and other information important to the relationship not provided elsewhere in the Agreement
ANNEX 11	Network Extensions
ANNEX 12	Quality of Service (QoS) Parameters
ANNEX 13	Machine-to-Machine (M2M) Transparency Methods Annex
ANNEX 14	S8 Home Routed Architecture

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 in Annex 8:

Preferably 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, courier or or preferably secure email to the addresses indicated in Annex 8.

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. But for those services, for example CAMEL, which can only be implemented on a per service level and not on a per IMSI level, Billing and Accounting relating to those services shall apply even during the pre-commercial phase and comes into effect as from the starting date of testing, i.e. prior to commercial launch

ANNEX 3.1 INFORMATION ON BILLING DATA

Information on billing that is not explicitly stated in ANNEX 3.1 is exchanged on TAP and/or BCE reports.

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 [Telefonica Germany](#) shall be as follows:
Daily
- Any changes in the exchange frequency shall be agreed before implementation.
- When no charging data are available Notification files will be sent.

EDI Address as well as Contact Points for enquiries and complaints are defined in ANNEX 8.

Exchange of Aggregated Usage Records in TAP files

Aggregation supported and agreed will be based on the roaming traffic types, aggregation type/identifier and aggregated chargeable unity type as defined in GSM Association Permanent Reference Documents.

- Traffic types
 - M2M
 - Data traffic
 - SMS
 - etc.
- Aggregation types
 - IMSI
 - IMSI range
 - APN
 - etc.
- Aggregated chargeable unit types
 - Bytes
 - KB
 - GB
 - MO seconds
 - Number of SMS events
 - etc.

(modify the above to reflect the aggregation agreed to be exchanged)

The usage will follow the guidelines as set out in GSM Association Permanent Reference Documents.

Fallback Procedure

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

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

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

Changes in the time schedules

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

Data Clearing House

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

ANNEX 3.1.2 INFORMATION ON BCE REPORTS

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

Interchange of BCE reports shall be performed by Electronic Data Interchange (EDI).

Exchange of BCE Reports

The following relation typesService Names will utilize BCE Reporting [choose all that apply]:

- Roaming (GPRS)
- NB-IoT
- LTE-M
- Other

BCE Report Exchange (Operational and Financial)

It is the responsibility of **<Telefonica Germany>** to provide reporting to **** (operational reporting for reconciliation, and financial, as invoice backup). Report creation/aggregation parameters will be agreed using BCE-IOT Agreement and will be based on BCE reporting format defined in GSM Association Permanent Reference Documents.

ANNEX 3.2 SETTLEMENT PROCEDURE

The Settlement Procedure in this ANNEX 3.2 applies to financial transactions involving roaming traffic from start of the traffic period commencing by the **<commercial start letter of roaming>**.

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

The settlement procedure for BCE applies to the financial transactions where TAP is not exchanged. At least one financial BCE reports (BSR) will accompany each invoice, based on invoicing frequency.

<Telefonica Germany> will **<not> include BCE Usage on TAP Roaming Invoice**

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 **<16>th** of the following month at latest. An invoice notification may be sent to **<destination to be included here>** (to be filled by ****).

<Telefonica Germany> 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 **<Telefonica Germany>** to compensate **** is **<30> SDR**. In any case, a Credit Note shall be issued at least once a year before the year-end if appropriate.

Direct Full Payment with Currency Conversion

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

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

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

If **** does not pay the clearing balance by the due date for payment then **<Telefonica Germany>** 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 **<Telefonica Germany>** is:

10% per annum in case where Telefonica Germany is the creditor.

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 points of contact as defined in Annex 8.

**** shall pay any Value Added Tax (VAT) or other similar tax in accordance with the laws of the **<Telefonica Germany>**'s country. The application of VAT is defined in Annex 8.

Bank Charges

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

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

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

ANNEX 4 CUSTOMER CARE PRINCIPLES

General

A Roaming Customer should contact the Customer Care Services of his home contract partner (Customer Care Services of ****) while roaming in the Public Mobile Network of **<Telefonica Germany>**. This home Customer Care Services will provide the first point of contact but may refer the Roaming Customer to **<Telefonica Germany>**'s Customer Care Services if appropriate.

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

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

Customer care contact numbers are defined in Annex 8

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

Roaming Information

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

**** shall inform its own Roaming Customers about roaming in **<Telefonica Germany>**'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 **<Telefonica Germany>**. The home Customer Care Services will provide the first point of contact but may refer the Roaming Customer to **<Telefonica Germany>**'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 in Annex 8.

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

Lost/Stolen SIM and/or USIM-Cards

In the event that a SIM and/or USIM-card is lost or stolen, the Roaming Customer shall be asked to contact his home Customer Care Services. If the Roaming Customer contacts **<Telefonica Germany>**'s Customer Care Services, **<Telefonica Germany>**'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 **<Telefonica Germany>** will be achieved through his home Customer Care Services.

ANNEX 5 TECHNICAL ASPECTS

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

ANNEX 5.1 TESTING

Certification of testing

<Telefonica Germany> 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

<Telefonica Germany> 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.

Testing SIM and/or USIM-Cards

General

**** will make the bilaterally agreed number of test SIM and/or USIM-cards available to **<Telefonica Germany>** under the following conditions:

- Send test SIM and/or USIM-card(s) as agreed bilaterally in a written notice without any activation fee or any subscription fee. **** will be treated as a Roaming Customer of the Wholesale Roaming Access Provider.
- All necessary information concerning the SIM and/or USIM-card(s), i.e. IMSI, MSISDN, PIN, PUK, shall be forwarded to **<Telefonica Germany>** 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 **<Telefonica Germany>**'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 **<Telefonica Germany>**.

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 **<Telefonica Germany>** using test-SIM and/or USIM-card(s) will not receive a payable bill from the issuing **** for the test traffic generated made in the Public Mobile Network under test. TAP-data, BCE Reports and bills will only be sent for test purposes.

Unless otherwise agreed, it is the sole responsibility of **<Telefonica Germany>** to block Roaming Customers of **** during the pre-commercial phase and in no case the **** has to bear the costs incurred by its customers roaming in **<Telefonica Germany>**'s Public Mobile Network. But for those services, for example CAMEL, which can only be implemented on a per service level and not on a per IMSI level, Billing and Accounting relating to these services shall apply even during the pre-commercial phase and comes into effect as from the starting date of testing, i.e. prior to commercial launch

Tests during the commercial roaming phase

As a general principle it is agreed that during the commercial roaming phase the usage of these SIM and/or USIM-card(s) is fully chargeable for traffic charges. The **** shall therefore have the right to send a (single) bill to **<Telefonica Germany>** 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>** (to be filled by ****).

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

Traffic generated outside **<A>** during pre-commercial or commercial roaming phase

All costs occurring for traffic generated with test SIM and/or USIM cards issued to **<Telefonica Germany>** outside **<Telefonica Germany>**'s network will be charged by the ****.

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

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

<Telefonica Germany> is fully liable for all traffic costs as detailed above, damages and costs (as limited by this agreement) incurred by misuse of test SIM and/or USIM cards outside **<Telefonica Germany>** for the first 180 calendar days or until it is informed by the ****, whichever is the smaller:

Lost or stolen test SIM and/or USIM cards

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

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 3GPP TS 42.009, 3GPP TS 43.020 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 or 4G Service) at every occasion of:-
- Network access using IMSI
- Location updating involving VLR change
- Network access for at least 1 in **8** mobile originated and terminated call set-ups (incl. SMS) for **<Telefonica Germany>**.

- (The value of x should be less than 10)
- Supplementary service operation outside call
- Cipher key sequence number mismatch

If packet services are supported, authentication is also to be performed at every occasion of:

- Network attach
- Routing/tracking area updating involving S-GW/SGSN and MME change
- PDP context activation/EPS bearer activation
- P-TMSI (P- Temporary IMSI)/GUTI signature mismatch, if P-TMSI signature is used (where applicable)
- P-TMSI signature not inserted in a Attach Request or Routing Area Update Request

Security data sets (triplets, quintuplets etc.) provided by the HPMN to the VPMN to authenticate its roaming customers shall be used only once by the VPMN. If the VPMN has used all security data sets and it is not possible to get new ones from the HPMN, then the Parties agree that calls are not permitted and that the HPMN will not receive any charges related to those calls which were not permitted.

Authentication during a malfunction of the network

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

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

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

ANNEX 5.3 INFORMATION ON SIGNALLING INTERCONNECTION AND/OR IP CONNECTIVITY

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

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

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

ANNEX 6 FRAUD PREVENTION PROCEDURES

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

ANNEX 7 Roaming Service Level Agreement

General

Please refer to PRD BA.51 for both Roaming Service Level Agreement guidelines and template agreements.

<Telefonica Germany> will, subject to the relevant wholesale roaming agreement concluded with ****, as far as technically possible and within the sphere of control of **<Telefonica Germany>**, enable ****'s customers the possibility to use roaming services in **<Telefonica Germany>**'s PMN at technical and operational conditions no less favorable than those generally experienced by **<Telefonica Germany>**'s own retail customers.

ANNEX 8 Contact Details for Roaming Provider Services, Tariffs and other Information

RAEX will be used for the notification of relevant Operational Data, Tariffs & Network Information.

ANNEX 9 Access to Emergency Services

The following Information are always subject to technical feasibility in the specific emergency call scenario.

1. The following types of emergency communications are mandated and technically feasible for ensuring access for roaming customers under national measures:
 - the unified European emergency telephone number 112,
 - the national emergency telephone number 110,
 - 112 calls as normal emergency calls and the eCall (only for 2G and 4G) variant.
2. Emergency calls to 110 or 112 via VoWiFi are not possible.
3. Regarding the technical parameters for access to emergency services and for the transmission of caller location information and caller ID to the most appropriate PSAP, reference is made to the Technical Guideline for emergency calls as published by the Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railways ("TR Notruf"; current version of 02.05.2018 available at <https://bundesnetzagentur.de>), which **<Telefonica Germany>** implements as far as applicable unless stated otherwise in this Annex.
 - **<Telefonica Germany>** supports voice emergency calls.
 - Fax support is not provided.
 - Emergency calls with Realtime-Text (RTT) are supported in **<Telefonica Germany>** network, but restrictions on PSAP side may apply such that an automatic fallback to a voice-only call occurs.

Location information is determined by **<Telefonica Germany>**'s network for its own customers and inbound roamer autonomously and will be transmitted to the PSAP. No intervention of **<Party B (HPLMN)>** is necessary in this regard. Location is determined by the network at call setup and will not be updated during the call. Transmission of optional handset- or user-derived location information is principally supported as long as the User Equipment adheres to the relevant standards as laid down in the "TR Notruf" and size limits are not exceeded. Furthermore, the PSAP must have the technical capabilities for displaying this information, which is not always the case.

Advanced-Mobile-Location (AML) support is available in the Telefonica network but requires active support of **<Party B (HPLMN)>** to route an originating AML-SMS to the Germany AML server. AML shortcode for Germany is 72438.

Note: Whether a roaming terminal supports AML service in the VPLMN is outside of **<Telefonica Germany>** control.

The involvement of **<Party B (HPLMN)>** in emergency call routing and transmission and in determining the emergency caller's location is neither required nor possible.

Cell broadcast is available. Cell broadcast does not work on all mobile device models. The Federal Office of Civil Protection and Disaster Assistance (Bundesamt für

Bevölkerungsschutz und Katastrophenhilfe, BBK) is solely responsible for the content of warning messages. **<Telefonica Germany>** merely provides the network infrastructure and is not the creator nor sender of the messages.

The national emergency call number 110 (police) is typically not recognized as emergency number by the roaming handset if standard settings are applied. It is thus required that the roaming handset supports the optional emergency number list and associated emergency categories as sent to the handset during network attach procedures.

In case of VoLTE-Roaming or other packet-switched voice calls with home-routing to the **<Party B (HPLMN)>**, it is also required that the handset and **<Party B (HPLMN)>** support the procedures to direct the handset into an appropriate emergency call procedure, as defined in GSMA recommendation IR.92 including Annex A, GSMA IR.65 section 2.9, GSMA NG.114, section 7.3 and Annex H of 3GPP TS 23.167 and 3GPP TS 24.229.

4. The Federal Network Agency commissioned a service provider to provide a relay service available at all times for deaf and hearing-impaired end-users which, to the best of our knowledge, also supports emergency calls, however possibly subject to a prior registration. Further information is available at the web site of the Federal Network Agency (<https://bundesnetzagentur.de>).

ANNEX 10 Direct Wholesale Roaming Access Seeker contact details and other information important to the relationship not provided elsewhere in the Agreement

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ANNEX 11 NETWORK EXTENSIONS

Scope.

This Annex is an addendum to the existing International Roaming Agreement between **<Host Operator (Party B)>** and **<Telefonica Germany (DEUE2)>** (hereinafter referred to as the "Agreement") when a National and/or International Network Extension is implemented by **<Telefonica Germany (DEUE2)>** for the provision of Services to Roaming Customers of **<Host Operator (Party B)>** through the **<Client Operator(s) (Party C)>** (listed in Attachment A) operating a Public Mobile Network.

The Parties hereby agree the following:

- The **<Host Operator (Party B)>** in all circumstances is responsible to **<Telefonica Germany>** for the adherence by the **<Client Operator (Party C)>** to the provisions of the Agreement.
- The **<Host Operator (Party B)>** is the single point of contact for the **<Telefonica Germany>**
- The **<Host Operator (Party B)>** shall provide the information required by the **<Telefonica Germany>** 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 15 and 19 of the 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 **HPMN** 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 (Part-y/ies C) SPECIFICATIONS**

[Please complete the table below]

Hereinafter referred to as the "**Client Operator (Party C)**".

When roaming through **<Client Operator (Party C)>**, the following deviations and /or amendments to the Common Annexes of the Agreement apply :

AA.13**Annex C.3 BILLING AND ACCOUNTING**

Billing and Accounting comes into effect from the confirmed starting date of commercial International Roaming for **<Client Operator (Party C)>**, through **<Host Operator (Party B)>** services.

For those services, for example CAMEL, which can only be implemented on a per service level and not on a per IMSI level, Billing and Accounting relating to these services shall apply during the pre-commercial phase and comes into effect as from the starting date of testing, i.e. prior to commercial launch

Annex A Document Management

A.1 Document History

Version	Date	Brief Description of Change	Approval Authority	Editor / Company
1.1	20 Dec 2012	New PRD Approved by AGREE	AGREE	TBC
2.0	2 May 2013	Approved by BARG/DAG & PSMC	BARG #81 & EMC #112	Ina Heger (Telekom Deutschland GmbH)
2.1	15 Dec 2014	Transferred PRD from AA to WAS as AA.100 v2.1	WAS	David Chong, GSMA
N/A	5 October 2015	Editorial update to bring into line with approved CRs 1004, 1006 to AA.13	N/A	Julia Gullstrand (GSMA)
2.2	29 April 2016	Update to exclude the possibility of permanent roaming for Direct Wholesale Roaming Access seekers	WAS evote	Ina Heger (Telekom Deutschland)
2.3	15 August 2016	CR 1004 Change of Calls to Traffic in settlement & testing processes	WAS eVote	Ina Heger (Telekom Deutschland)
2.4	14 March 2017	CR 1005 eSignature inclusion	WAS eVote	Ina Heger (Telekom Deutschland)
2.5	26 June 2017	CR 1007 Abusive usage	WAS eVote	Ina Heger (Telekom Deutschland)
2.6	26 September 2017	CR 1009 Definition of permanent roaming	WAS eVote	Ina Heger (Telekom Deutschland)
2.6	23 October 2017	Editorial Update to remove reference to IR.78 that is now archived	N/A	Ina Heger (Telekom Deutschland)
2.7	08 December 2017	Update to Annex 7 Roaming Service Level Agreement	WAS eVote	Ina Heger (Telekom Deutschland)
3.0	28 April 2020	Change of scope to accommodate all Roaming relationships with MVNO	WAS eVote	Ina Heger (Telekom Deutschland)
4.0	02 July 2020	BCE report exchange frequency	WAS eVote	Ina Heger (Telekom Deutschland)
4.0	12 November 2020	Editorial update to Scope	N/A	Ina Heger (Telekom Deutschland)
4.0	9 December 2021	Editorial update to Clause 21.1 4 change of reference from Article 16 to 17	N/A	Ina Heger (Telekom Deutschland)
5.0	20 July 2022	CR1016 Annual Review of this PRD	WAS eVote	Alain Bach POST Luxembourg

Other Information

Type	Description
Document Owner	WAS - WAGREE
Editor / Company	Ina Heger (Telekom Deutschland GmbH)

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Your comments or suggestions & questions are always welcome.