

## **SP Postpaid Service**

### **1 Scope of the SP Postpaid Service**

- 1.1 SP Postpaid Service is offered under the following conditions:
- 1.2 Tele2 provides the Access Seeker with interfaces and traffic usage information necessary for Access Seeker to, on its own, perform provisioning, billing and support for Access Seeker's Roaming Customers, as stated in Annex 6. For avoidance of doubt, the Access Seeker is responsible for (including but not limited to); rating and billing and distribution of invoices and collection payments, 1:st line customer support, provisioning of subscriptions, distribution of SIM cards for its Roaming Customers, pricing, sales, marketing, any and all contact with Access Seeker's Roaming Customers.
- 1.3 The SP Postpaid Service shall be provided on dedicated IMSI series from Tele2 within the Coverage Area.
- 1.4 Tele2 grants the Access Seeker a non-exclusive right to establish a service provider operation in [Sweden] under this Agreement, for the Access Seeker to provide outbound Wholesale Roaming Access Services to its Roaming Customer within the Coverage Area.
- 1.5 The SP Postpaid Service under this Agreement also includes Voice mailbox. The Access Seeker is granted access to Tele2s voice messaging platform. The Access seeker will be able to include voice mailboxes services to its Roaming Customers. Two languages for the spoken prompts can be set in the profile Access Seeker Roaming Customers profile; Swedish or English.
- 1.6 Access Seeker shall be fully responsible for the substance – including tariffs – and performance of agreements into which it enters with Access Seeker Roaming Customers.
- 1.7 Tele2 shall not be responsible for the content of any message originating from Access Seeker Roaming Customers or generated by Access Seeker.
- 1.8 Access Seeker may use third parties' systems to provide Access Seeker with systems for utilizing the provisioning and billing interfaces offered by Tele2. Before such third party is contracted by the Access Seeker the third party must be approved by the Parties in writing.
- 1.9 For avoidance of doubt, traffic services that fall outside the scope of the Wholesale Roaming Access Services, such as inbound roaming traffic to Access Seekers Roaming Customers and outbound Roaming traffic to non EEA countries, shall be handled directly by Tele2 and any third party payment and/or termination shall be considered to belong to Tele2.

### **2 General obligations under the SP Postpaid Service**

- 2.1 Access Seeker will receive up-to-date information from Tele2s regarding Access Seekers Roaming Customers traffic usage of Wholesale Roaming Access Service. The Access Seeker will also get information about:
  - Access Seeker's Roaming Customer is approaching set level
  - Access Seeker's Roaming Customer has been blocked for data traffic due to reaching set level
  - Access Seeker's Roaming Customer has lifted the block

- 2.2 Tele2 will on behalf of Access Seeker carry out the following obligations as set out in Article 15 of the Roaming Regulation; providing the Roaming Customer with welcome and data price SMS, warning SMS when 80% of financial limit has been reach, information and blocking of data service when financial limit has been reached including information about how to opt for continuation of service after a limit is reached. Access Seeker are obligated to carry out all other transparency and safeguard mechanisms as stated in the Roaming Regulation.
- 2.3 If Access Seekers Roaming Customer has opted out from welcome and data SMS, Access Seeker must ensure to provide information to Tele2 in such way that no SMS is sent.
- 2.4 The information is transferred as CDRs in a format specified by Tele2 in writing before Commercial Launch.
- 2.5 Information to be displayed on the mobile phone terminals of Access Seekers Roaming customers, in order to fulfil transparency obligations under Roaming Regulation III will as a standard be generic for all Tele2 access seekers. If Access Seeker would like any specific information displayed, the Parties shall agree on this in writing. The Access Seeker will be charged for altering the standard. For avoidance of doubt, the prices displayed to the Roaming Customer will be personalised and based Access Seeker's prices for the Roaming Customer.

### **3 Numbering and SIM cards**

- 3.1 As stated in Section 1.3 above, Tele2 will allocate and administer IMSI numbers to Access Seeker. IMSI number allocation will be carried out quarterly and based on the forecasts set out in Annex 8.
- 3.2 Access Seeker shall inform Tele2 without undue delay if the Access Seekers MSISDN series, which are allocated from [PTS], are altered.
- 3.3 Access Seeker's allocated and imported MSISDN numbers are in terms of interconnecting traffic to be administered by Tele2 in all respects.
- 3.4 Access Seeker shall in its own name, for its own account and at its own cost order SIM cards from Tele2. Tele2 will use its existing supplier agreement for SIM cards to ensure compatibility between Tele2's international roaming agreements and the SIM cards provided to Access Seeker.
- 3.5 Each SIM card shall be assigned a unique IMSI number within the IMSI series allocated by Tele2.
- 3.6 Access Seeker is responsible for number portability offered to Access Seeker's Roaming Customers and for the administrative process in accordance with [SS636391 ] indicating Tele2 as network operator.

### **4 Specifications of SP Postpaid Service**

- 4.1 The SP Postpaid Service will be provided in accordance with relevant GSM/UMTS Specifications and the GSM/3GPP Association Permanent Reference Documents, as may be modified from time to time in accordance with Article 12 in the main body of the Agreement. Additional requirements and exceptions to the specifications may be agreed in writing between the Parties.
- 4.2 Without prejudice of what is stated in Article 4 the Agreement, the Coverage Area shall be the same for Access Seeker's Roaming Customers as compared to the roaming customers of Tele2 (no discrimination).
- 4.3 The SP Postpaid Service offered by the Access Seeker under this Agreement may not be used for wholesale services, unless otherwise agreed in writing between the Parties.

## **5 Additional and unregulated Services**

- 5.1 Other roaming services, not included in the scope of SP Postpaid Service, according to Section 1 of Annex 2 above, shall be offered in accordance with this Section 5. The inclusion of any supplementary SP Post-paid Roaming services in this Agreement shall be agreed by the Parties in written form.
- 5.2 Tele2 may offer the Access Seeker access to wholesale access agreement for network operators located outside the EEA, in order for the Roaming Customer of the Access Seeker to use the Access Seekers roaming services in the whole world.
- 5.3 Tele2 may forward NRTRDE information about Access Seekers Roaming Customers, when this is available from roaming partners, to Access Seeker. This shall be agreed in writing between the Parties.
- 5.4 Tele2 may forward HUR reports about Access Seekers Roaming Customers, when this is available from roaming partners, to Access Seeker. This shall be agreed in writing between the Parties.
- 5.5 Additional and unregulated services will be negotiated on an individual basis and shall be agreed on in writing prior to the launch of such service.

## **6 Roaming related services**

- 6.1 Tele2 will make TAP3 files available over the interface specified in Annex 6.
- 6.2 Technical inquiries from Tele2's wholesale roaming agreement partners regarding Access Seekers Roaming Customers in roaming partners network will be handled by Tele2 and Access Seeker will be contacted as necessary. Access Seeker shall answer any questions and supply Tele2 with required information without undue delay.

## **7 Customer base**

- 7.1 If the Access Seeker during the duration of the agreement including agreed extension periods decides to sell its Access Seeker Roaming Customer base under this Agreement, Access Seeker shall serve Tele2 written notice of such intent (a "ROFR Notice").
- 7.2 The ROFR Notice shall detail the terms upon which the Access Seeker wishes to sell the customer base including: the details of the third party to whom the Access Seeker intends to sell the customer base; the proposed transfer price. The ROFR Notice shall have the effect of an irrevocable and binding offer by the Access Seeker to sell and transfer the customer base to Tele2.
- 7.3 Upon receipt of a ROFR Notice, Tele2 shall have the right, but no obligation, to purchase the customer base in accordance with the terms below.
- 7.4 Within 15 days following receipt by of the ROFR Notice, Tele2 may deliver a written notice to the Selling Shareholder accepting the offer on the terms set out in the ROFR Notice.
- 7.5 If Tele2 does not send an acceptance notice, the Access Seeker shall be entitled to sell the customer base all on the terms in the ROFR Notice to a third party.