

# Reference offer for Wholesale Roaming Access Services

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## 1. Parties

This Wholesale Roaming Access Service Agreement ("**the Agreement**") is entered into between **Tele2 Sverige AB**, 556267-5164, Box 62, Borgarfjordsgatan 16, 164 94 KISTA, hereinafter "**Tele2**", and

**XXXXX, orgnr.: xxxxx , Address yyy, hereinafter the " Access Seeker"**

Each of Tele2 and the Access Seeker is hereinafter referred to as a "**Party**" and, jointly, as the "**Parties**".

## 2. Preamble

Whereas, Tele2 offer Wholesale Roaming Access Services in accordance with Regulation (EU) No 531/2012 of The European Parliament and of The Council Of 13 June 2012 ("Roaming Regulation") and;

Whereas, Tele2 is taking into account the non-binding BEREC Guidelines on the application of Article 3 of the Roaming Regulation – Wholesale Roaming Access BoR (12) 107 of 27 September 2012, and;

Whereas, the Access Seeker desires to purchase Wholesale Roaming Access Services for offering roaming services to end customers and;

Whereas, the Agreement is Tele2's reference offer for Wholesale Roaming Access Services, and;

Whereas, the Agreement sets forth the general terms and conditions for such purchasing and access;

Now, therefore, in consideration of the mutual obligations herein contained, Tele2 and Access Seeker agree as follows.

## 3. Scope of the agreement

3.1 Upon the terms and conditions set forth in this Agreement and subject to the Access Seeker's payment of any applicable fees, Tele2 agrees to offer Wholesale Roaming Access Services as further specified in Annex 2.

3.2 For avoidance of doubt, machine-to-machine services are not included in the Wholesale Roaming Access Services as stipulated in this Agreement.

## 4. Exemptions

4.1 When outbound roaming services are included in the Wholesale Roaming Access Service the following exemption applies:

- 4.2 For outbound roaming services in countries outside of the EU / EEA the following applies. In the unlikely event that an international roaming agreement entered into by Tele2 with a roaming partner in a country outside the EU/EEA does not allow the resale of that roaming service to a third party (the Access Seeker), then that particular roaming service shall not be included as a part of this Agreement.

## **5. Definitions**

- 5.1 Any and all terms are defined in Annex 1, and shall have the meanings therein specified for all purposes of the Agreement.

## **6. Agreement documents**

- 6.1 The following documents constitute the Agreement;

This main body of this Reference offer (highest Precedence)

1. Annex 1. Agreement Definitions
2. Annex 2: Wholesale Roaming Service Description
3. Annex 3. Price list
4. Annex 4. Billing and Accounting
5. Annex 5. Customer Care Principles
6. Annex 6. Technical requirements and Testing
7. Annex 7. Service Level Agreement
8. Annex 8: Forecasts
9. Annex 9: Technical Support
10. Annex 10: Code of conduct
11. Annex 11. List of Contacts

In the event of discrepancy between the above agreement documents, the inconsistency shall be resolved by giving precedence to the Agreement documents in the order in which they are listed above.

## **7. Agreement coming into force and effect**

- 7.1 The Agreement shall come into force and effect upon signing by duly authorized representatives of both parties, such date is hereinafter called the Agreement Effective Date.
- 7.2 The date for the Access Seekers commercial launch and access to the Wholesale Roaming Access Services, such date is hereinafter called the Commercial Launch, shall be granted in a reasonable time period after the Agreement Effective Date, this shall be agreed by the Parties in written form.

- 7.3 The Commercial Launch cannot take place until Tele2 has received required information as further specified in Annex 2, 6 and 8 from the Access Seeker, needed in order to provide the Wholesale Roaming Access Service.
- 7.4 The Parties shall agree in writing on a test schedule for network element and associated facilities tests, as further described in Annex 6, to be performed prior to Commercial Launch of Wholesale Roaming Access Services. A Commercial Launch cannot take place until Tele2 decides on successful completion of all necessary network elements and associated facilities tests.
- 7.5 Commercial Launch cannot take place until stipulations in Article 9, Registration, have been met if applicable.
- 7.6 Commercial Launch cannot take place until the Access Seeker has fulfilled the technical requirements and set out technical specifications, as further specified in Article 11.1 and Annex 6.

## **8. Duration of the Agreement**

- 8.1 The Agreement has a term of three (3) years from the Agreement Effective Date, unless terminated on an earlier date in accordance with this Agreement.
- 8.2 The term of the Agreement shall be automatically prolonged for (an) additional period(s) of one (1) year each time unless declared by either Party by written notice to the other Party not later than at least six (6) months prior to expiration of the prolongation term, which the a Party does not want to prolong the term. In such case the Agreement shall expire at the end of the prolongation term. During the prolongation term all terms and conditions of the Agreement shall be in full force and effect, unless otherwise agreed between the Parties.

## **9. Registration**

- 9.1 The Access Seeker must observe registration obligations, as stated in national law, in all Member States where the Access Seeker is offering retail roaming services to Roaming customer.
- 9.2 The Commercial Launch of the Access Seekers retail roaming service, as stated in Article 7, is conditional on the fact that the Access Seeker has fulfilled the registration obligations as referred to in Article 9.1.
- 9.3 Tele2 can at any time request relevant documentation from Access Seeker supporting that the Access Seeker has fulfilled the registration obligations in Article 9.1. Such documentation shall be delivered to Tele2 within five (5) calendar days.
- 9.4 Tele2 may suspend the Roaming Wholesale Services and/or terminate the Agreement with immediate effect if Access Seeker's registration has been revoked or it has been denied renewal.

## **10. Traffic management**

- 10.1 Tele2 reserves the right to manage and shape traffic at its own discretion for the purposes of controlling network congestion in Tele2's Public Mobile Network.

- 10.2 Tele2 reserves the right to bar access to content to which it bars its own customers (e.g., but not limited to, child pornography sites).
- 10.3 Traffic management will be carried out in a non-discriminatory manner between Tele2 and the Access Seeker.

## **11. Technical and Legal Requirements**

- 11.1 Access Seeker is responsible for ensuring that the technical requirements and set out technical specifications specified by Tele2 in Annex 6, as amended from time to time are fulfilled.
- 11.2 Access Seeker shall, when within the control of the Access Seeker, ensure compliance to the obligations stated in the Roaming Regulation III, including but not limited to, transparency and safeguard requirements towards its Roaming Customers.

## **12. Amendments to the Agreement and other changes**

- 12.1 Tele2 has the right to amend the Agreement and Annexes in order to ensure that the Wholesale Roaming Services are correctly described. Amendments may take place three (3) months after Tele2 has sent written notice of such amendments.
- 12.2 Tele2 has the right to amend the Agreement and Annexes with immediate effect in order to be compliant with a decision of the National Regulator Authority or court of law, relevant laws, regulations and changes to industry practice code (including but not limited to, GSMA Wholesale Roaming Access Agreement AA100 and AA14 as well as IR21).
- 12.3 Other amendments and/or alternation to the Agreement and Annexes will only be valid if made in writing and signed by duly authorized representatives of both Parties hereto.
- 12.4 The Parties agree to exchange information about all major software versions or changes thereto in their network which are relevant to this Agreement in reasonable time in advance in order to enable the other Party to implement the necessary measures for its unrestricted business operations.
- 12.5 If changes referred to above in Article 12 are considered as detrimental to the Access Seeker the Access Seeker may terminate the Agreement with effect from the date when the amendment came into force. The Access Seeker must notify Tele2 in writing prior to the termination of the Agreement.

## **13. Prices**

- 13.1 The Prices related to Wholesale Roaming Access Services are stated in Annex 3.

## **14. Payment and Invoicing terms**

- 14.1 The Parties shall comply with the payment and invoicing terms stated in Annex 4.

## **15. Customer care**

- 15.1 The Access Seeker is responsible for ensuring that the customer care requirements as specified in Annex 5 are fulfilled.

## **16. Forecasts**

- 16.1 The Access Seeker shall one month before the beginning of each calendar quarter furnish Tele2 with a non-binding forecast in accordance with Annex 8 covering expected volumes.

## **17. Financial Securities**

- 17.1 For the proper execution of the obligations under this Agreement, Tele2 may, after having performed a credit control, request the Access Seeker to provide an instrument for financial collateral, such as a bank guarantee, prior to signing this Agreement. Requests for financial collateral must be based on objective criteria.
- 17.2 The requested collateral should be proportionate to the circumstances and forecasts of traffic volume (including geographical nature) at the time of requesting the collateral. A Party is entitled to request additional collateral during the term of the Agreement, if that Party considers that the conditions have changed, e.g. by the other Party's estimated forecasts under the agreement increase or its financial position deteriorates.

## **18. Confidentiality**

- 18.1 The Parties agree that all aspects of the content of the Agreement shall be treated as confidential and that no information in respect to the content of the Agreement shall be disclosed without the prior written consent of both of the Parties except as necessary to implement the Agreement and inform roaming partners.
- 18.2 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 18. The other Party shall not use any Information other than in connection with the discussions between them and any transactions resulting therefrom. Each Party shall be liable in accordance with Article 22 towards the other Party in respect of any unauthorized disclosure of Information.
- 18.3 Notwithstanding the liability provisions in Article 22 of this Agreement, the Parties will disclose Information only to their directors, employees, professional advisers and agents who need to know such Information for the purposes of providing roaming services and any transaction resulting there from.
- 18.4 Notwithstanding anything in this Article 18, 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.
- 18.5 For the purposes of the Agreement, Information and the contents of this Agreement shall not be considered to be confidential if such Information is:
- i. In or passed into the public domain other than by breach of this Article; or

- ii. Known to a receiving Party prior to the disclosure by a disclosing Party; or
- iii. Disclosed to a receiving Party without restriction by a third party having the full right to disclose; or
- iv. Independently developed by a receiving Party to whom no disclosure of confidential Information relevant to such Information has been made.

18.6 Article 18 shall survive the termination of the Agreement for a period of five (5) years but shall not in any way limit or restrict a disclosing Party's use of its own confidential Information.

## **19. Immaterial rights**

19.1 All intellectual property and title to the Roaming Wholesale Services (save to the extent these incorporate any Access Seeker or third party owned item) shall remain with the Tele2 and/or its licensors and subcontractors and no interest or ownership in the Roaming Wholesale Services or otherwise is transferred to the Access Seeker under this Agreement., No right to modify, adapt, or translate the Roaming Wholesale Services or create derivative works from the Roaming Wholesale Services is granted to the Access Seeker. Nothing in this Agreement shall be construed to mean, by inference or otherwise, that the Customer has any right to obtain any source code for the software comprised within the Roaming Wholesale Services.

19.2 A Party does not have the right, for the purpose of their sales or marketing of their Wholesale Roaming Services to use the other Party's, or another company in the other Party's group, names, logos, trademarks or other significant marks, or claim or imply that the Party's operations are conducted in common, or any other form of cooperation, with the other Party, unless agreed in writing between the parties.

## **20. Data Protection**

20.1 For the avoidance of doubt, any Personal data shall be considered as confidential Information in accordance with Article 18. In addition to said article, the following principles shall apply to the processing of personal data:

20.2 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 applicable to data protection of the country which the end users which personal data is affected .The Access Seeker shall inform its customers that during roaming, the storage, treatment and transfer of their personal data may be subject to regulation different from the regulation in their own country.

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

## **21. Fraud Prevention**

21.1 The Parties shall co-operate in good faith regarding the procedures concerning fraudulent and/or unauthorized use as specified by the GSM Association within BARG binding PRD BA.20.

- 21.2 The Access Seeker shall be responsible for all Fraud Prevention procedures and costs unless the Parties agree otherwise in writing. Access Seeker agree to indemnify and hold Tele2 harmless from and against all liabilities and all losses incurred by Tele2 in connection with claims (including without limitation, all losses, claims, charges, demands and damages) resulting from the acts or omissions from the Access Seeker, the Access Seeker's officers, agents, employees or subcontractors in connection with non-compliance of this Article and/or BARG binding PRD BA.20.
- 21.3 Tele2 will when applicable, support the Access Seeker in fulfilling its legal obligations under Swedish law with respect to lawful interception. If the related costs are not born by the authorities Access Seeker shall bear its own and Tele2's additional reasonable costs arising in connection with such supportive actions of Tele2, provided that they are approved by Access Seeker. However such actions should be requested by a relevant Swedish authority , if no approval will be needed

## **22. Limitation of Liability**

- 22.1 Tele2 shall not be liable for any indirect or consequential damage arising out of or related to this Agreement (whether based on agreement or other).
- 22.2 Tele2 shall not be liable to the Access Seeker for any of the following types of damages arising out of or related to this Agreement (whether direct or indirect, and whether based on contract, or otherwise) even if a party was advised of the possibility of such damages: (i) loss of profits; (ii) losses incurred by any client of the Access Seeker or other third party; (iii) losses arising from business interruption; (iv) loss of business; (v) loss of revenue; (vi) loss of goodwill; (vii) loss of anticipated savings; or (viii) loss of or damage to data.
- 22.3 Tele2's total liability in aggregate (whether in contract, tort or otherwise) for any and all claims relating to or arising under this Agreement, shall be limited to the total fees (excluding all taxes) paid by the Access Seeker to Tele2 during the 12 month period prior to the date on which any such claim arose.
- 22.4 The Access Seeker shall not raise any claim under this Agreement more than 1 year after (i) the discovery of the circumstances giving rise to a claim; or (ii) the effective date of termination or expiry of this Agreement.
- 22.5 Limitation of liability as described in this Article shall not apply if damage or loss is caused by wilful misconduct (including fraud) or gross negligence.

## **23. Suspension of Services**

- 23.1 Notwithstanding anything in the Agreement to the contrary, Tele2 may without liability suspend or terminate all or any of its Wholesale Roaming Services offered to the Access Seeker in circumstances where it would suspend or terminate those Roaming Services to its own customers, including but not limited to:
- i. Customers using equipment which is defective or illegal; or
  - ii. Customers causing any technical or other problems on Tele2's Mobile Network; or
  - iii. Suspected fraudulent or unauthorised use; or
  - iv. Authentication of the legal relationship not being possible;



v. maintenance or enhancement of its Public Mobile Network or

vi.

- 23.2 In case of a proposed suspension of Wholesale Roaming Services to Access Seeker, Tele2 shall use its best efforts to give four (4) weeks written notice to the Access Seeker prior to the suspension taking effect. If the suspension continues for more than six (6) months, the Access Seeker shall have the right to terminate the Agreement with immediate effect by written notice.
- 23.3 Access Seeker has the right at any time, when deterring from for technical reasons, without liability but upon detailed written notice to Tele2, suspend access to the Wholesale Roaming Access Services to its Roaming Customers. Alternatively, if it is technically more practicable Access Seeker may require that Tele2 suspend all of its Wholesale Roaming Access Services to Roaming Customers of Access Seeker. Tele2 shall use commercially reasonable efforts to comply with such requirement within seven (7) calendar days after receipt of the said notice.
- 23.4 The Parties agree that the suspension shall be removed as soon as the technical reason for the suspension has been overcome by Tele2 or Access Seeker as the case may be.
- 23.5 Tele2 may suspend services when the Wholesale Roaming Access Services is being used for permanent roaming (meaning that Roaming Customers use roaming services on a permanent basis) by Access Seekers Roaming Customers. Tele2 may upon suspicion of permanent roaming involve the NRA in order to establish if the roaming behaviour can be stipulated as permanent roaming. Before Tele2 suspend certain Access Seekers Roaming Customers, Tele2 shall provide the Access Seeker with written notice.

## **24. Force Majeure**

- 24.1 Non-performance of either Party's obligations pursuant to the Agreement or delay in performing same 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, changes in legislation, 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.

## **25. Transfer of the Agreement**

- 25.1 A Party is not allowed under this Agreement to transfer its rights and obligations as stated in this Agreement without the prior written consent of the other party.

## **26. Termination of the Agreement**

- 26.1 In addition to the conditions of Articles 9, 12, 24 and 25 the Agreement may be terminated as follows:

- i. By mutual written agreement of the Parties; or
  - ii. 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 (for the avoidance of doubt, non-payment of fees shall be considered as a material breach); or
  - iii. 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; or
  - iv. Subject to Article 12.2 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;
  - v. By written notice of either Party to the other in the event that the Wholesale Roaming Access Services becomes technically or commercially impracticable on Tele2's Public Mobile Network and the Parties have not been able to sufficiently solve the problem, 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;
  - vi. Notwithstanding anything contrary stated in the Agreement Tele2 shall have the right to with three (3) month written notice terminate the Agreement, if the Access Seeker is not providing any retail services (no roaming traffic is generated) during a period of six (6) months.
- 26.2 If Tele2 terminates the Agreement in accordance with this Article 26 and the Wholesale Roaming Access Service includes outbound roaming, the Access Seeker Roaming Customers exhausting the Access Seekers roaming services, provided under this Agreement, shall be given the option to migrate to Tele2's own retail roaming services before Tele2 cease to provide the Wholesale Roaming Service. The option for end user migration and the execution of such migration shall be carried out without undue delay and under no circumstance take longer than four (4) weeks.
- 26.3 The Access Seeker shall bare the cost for migration of Access Seeker's Roaming Customers.
- 26.4 The termination of the Agreement shall not affect or prejudice any provisions of the Agreement, which are expressly or by implication provided to continue in effect after such termination.

## 27. Headings

- 27.1 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.

## **28. No waiver**

- 28.1 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.

## **29. Provisions severable**

- 29.1 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.

## **30. Applicable Law**

- 30.1 The Agreement and any matters relating hereto shall be governed by and construed in accordance with Swedish law.

## **31. Dispute Resolution & Arbitration**

- 31.1 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.
- 31.2 The Contact Persons of both Parties shall work in good faith to try to resolve the dispute within thirty (30) days from the date that a Party first gives notice that a dispute has occurred.
- 31.3 If the Contact Persons fail to reach an agreement on the dispute within thirty (30) 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-(30) day period.
- 31.4 If no resolution is found the parties shall obey to the dispute resolution stated in article 20 and 21 of the Framework Directive, as they have been implemented in the Member State where Tele2 is established according to the Agreement.
- 31.5 Disputes relating to matters which the National Regulator Authority does not have jurisdiction and which cannot be settled in any other way shall be settled through arbitration. Such disputes shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three (3) arbitrators. The language to be used in the arbitral proceedings shall be English.

## 32. Notices

- 32.1 Notices required to be given by one Party to another shall be deemed properly given if in writing, be in the English language and be personally delivered or sent by registered or certified post to the address below, postage prepaid, and shall be effective upon receipt.

Tele2:

<<address, postal code City and Name, phone number and e-mail>>

Access Seeker

<<address, postal code City and Name, phone number and e-mail>>

## 33. Corporate responsibility

- 33.1 Contractor shall, at all times, during the Term of this Agreement follow Tele2 sustainability policy and the Code of Conduct, as stated in Annex 10.

### 34. Originals of the Agreement

The Agreement has been has been duly executed by the Parties in two (2) originals of which the Parties have taken one (1) each.

Date: .....

Date: .....

Place: .....

Place: .....

Tele2 Sverige AB

[Access Seeker]

Signature: .....

Signature: .....

Name: .....

Name: .....

Title: .....

Title: .....