

Wholesale Roaming Resale Access Reference Offer of AS EMT

1. Scope

- 1.1. This wholesale roaming resale access reference offer (hereinafter referred to as "Offer") for international roaming within the Member States of the European Union, the outermost regions of the European Union and countries adopting Regulation (hereinafter all together referred to as "European Union") is prepared by AS EMT, a company registered in Estonia (registration number 10096159) whose registered office address is Valge 16, 11413 Tallinn, Estonia (hereinafter referred to as „Operator”).
- 1.2. The Offer is prepared to provide possibilities for another party (hereinafter referred to as „Access seeker”) to provide regulated roaming services within the European Union to their customers by means of services provided by Operator (hereinafter referred to as "Access”).
- 1.3. The Offer is prepared in accordance with the Regulation No 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications networks within the Union (hereinafter referred to as the "Regulation") and, to the extent applicable, the BEREC Guidelines on the application of Article 3 of the Roaming Regulation - Wholesale Roaming Access (hereinafter referred to as the "Guidelines”).
- 1.4. The international wholesale roaming services provided by other parties (hereinafter referred to as the "Visited network") based on the international roaming agreements with Operator covered by the Regulation are referred to as the "Regulated wholesale roaming services".
- 1.5. This Offer does not include:
 - 1.5.1. international roaming services outside the European Union, as defined in the Regulation,
 - 1.5.2. provisioning of national roaming on mobile telecommunication network of Operator
 - 1.5.3. provisioning of possibilities to use services offered by Operator on the mobile telecommunication network of the Operator.
 - 1.5.4. For the avoidance of doubt, machine to machine services are not included in the Wholesale roaming Access Services as stipulated in this agreement.
 - 1.5.5. If the Operators offer outbound services in countries outside of the EU/EEA as an additional service, the following applies: If an international roaming agreement entered into by the Operator 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 the additional Service.

2. General terms of the Offer

- 2.1. This Offer is valid for any undertaking, which is entitled to provide Regulated retail roaming services to end customers and which public mobile communications network elements or customers can be identified by the EU numbering resources assigned to the mobile service.
- 2.2. The Offer is valid from the date when the Operator has made it public in accordance with the Regulation and is valid until it is replaced by a new Offer or until the Operator is not obliged to maintain and publish an Offer.

- 2.3. The Offer includes necessary facilities and services for the provision of roaming services according to the Regulation (all together hereinafter referred to as “Services”).
- 2.4. The Services are divided into the following categories:
 - 2.4.1. Provisioning of technical and administrative wholesale facilities (hereinafter referred to as the “Wholesale functions”):
 - 2.4.1.1. Contract negotiation and implementation with the Visited network;
 - 2.4.1.2. Signaling for access to Regulated wholesale roaming services on the Visited network;
 - 2.4.1.3. GRX functionality for access to packed switched data services in the Visited network ;
 - 2.4.1.4. Authentication of customers for accessing the Visited network and appropriate services;
 - 2.4.1.5. Wholesale data clearing – clearing of wholesale roaming CDR’s of Access Seeker’s customers;
 - 2.4.1.6. Billing interconnect with Access Seeker to provide information on end-user usage and billing of Access Seeker’s customers;
 - 2.4.1.7. Fraud handling - provisioning of information received from Visited Network to Access Seeker in form of NRTRDE records in line with the GSMA PRD BA 20, if available and agreed by Visited network
 - 2.4.1.8. Provisioning - Technical provisioning of necessary services to provide roaming services or restrictions. for example - roaming profiles, barrings, deactivations, forwardings, etc.;
 - 2.4.2. Regulated wholesale roaming services:
 - 2.4.2.1. Origination of a regulated roaming call;
 - 2.4.2.2. Origination of a regulated roaming SMS message;
 - 2.4.2.3. Termination of a regulated roaming SMS message;
 - 2.4.2.4. Regulated data roaming service.
 - 2.4.3. Supplementary wholesale roaming services; provided by Visited network based on the international roaming agreement with Operator:
 - 2.4.3.1. Termination of received roaming call;
 - 2.4.3.2. Termination of outgoing SMS messages;
 - 2.4.3.3. Triggering of Customized Applications for Mobile network Enhanced Logic (CAMEL) phase 1-2, as available for Operator’s customers;
 - 2.4.3.4. Origination of Circuit Switched Video Telephony Calls, as available for Operator’s customers.
 - 2.4.4. Retail functions services - access to technical interfaces or systems, necessary for the access seeker to provide any of the following :
 - 2.4.4.1. Billing of post-pay services;
 - 2.4.4.2. Credit control for pre-pay services;
 - 2.4.4.3. Control of data bill shock;
 - 2.4.4.4. Retail transparency services.
- 2.5. The Services included in the Offer will be provided in accordance with the conditions set out in the International Roaming Resale Agreement for SP (Service Providers) (hereinafter referred to as the “Agreement”).
- 2.6. All Services are subject to availability, implementation willingness, and network quality of the Visited network.
- 2.7. The charges for the provisioning of Wholesale functions and Regulated wholesale roaming services are listed in the Appendix 1 hereto.
- 2.8. The charges for Supplementary wholesale roaming services and Retail functions services will be provided in conjunction with the Agreement described in article 3 and within the timeline set out in article 4.5.
- 2.9. The charges in Appendix 1 are subject to the Access Seeker having necessary facilities, if not - additional charges will apply. The Operator may pass on to the Access Seeker any

reasonable additional charges necessary to maintain and enhance the technical interface provided to the Access seeker for the delivery of the roaming services.

- 2.10. The Operator may pass on to the Access Seeker any additional fees or charges that have been levied on the Operator under applicable law and/or at the direction of a competent authority (or which the Operator is required to charge to the Access Seeker) to the extent that they relate to the network access services being provided to the Access Seeker.
- 2.11. The charges in Appendix 1 are exclusive of VAT.
- 2.12. The delivery of the Retail Functions services are subject to availability of the Operator and pricing is depending on the facilities of the Access Seeker.
- 2.13. This Offer is updated minimum once every year. In addition, the Operator has the right to make changes and/or amendments to the Offer and publish new Offer at any time.

3. Overview of the Agreement

- 3.1. The Agreement is the supplementary agreement to the national service provider agreement (hereinafter referred to as the "SP agreement") between the Operator and the Access Seeker and consists of the following integral parts:
 - 3.1.1. International Roaming Resale Agreement.
 - 3.1.2. Annexes to the Agreement, including the following annexes to cover specific requirements of this Offer:
 - 3.1.2.1. Service Level Agreement (SLA) setting out the standards of service level to be expected, specifying minimum service levels for ordering, delivery, normal operation, maintenance and repairs
 - 3.1.2.2. The Operators shall supply the services to the Access Seeker on equivalent terms and conditions of supply and standards of service to those which it provides to its own retail customers.
 - 3.1.2.3. Annex on financial security to be provided by the Access seeker for its payment obligation pursuant to the Agreement:
The financial security shall be either
 - i) a cash deposit to be placed on the Operator's account or
 - ii) an on-demand bank guarantee.

The requested security should be proportionate to the forecasts of traffic volume at the time of the request. The Operator is entitled to request additional financial security during the term of the Agreement, if the Access Seekers's estimated forecasts under the agreement increase or its financial position deteriorates.

4. Access request and implementation conditions

- 4.1. The Access seeker shall send a written request in local language describing the scope of the services ordered to the following address: AS EMT, Roaming Department, Valge 16, 11413 Tallinn, Estonia.
- 4.2. The following documentation shall be attached to the request:
 - 4.2.1. Overview of the Services requested from the Operator;
 - 4.2.2. Certificate of Registration or corresponding documentation of the Access seeker;
 - 4.2.3. Written documentation that the undertaking is entitled to provide regulated retail roaming services to end customers within any Member State of the European Union.
 - 4.2.4. Written documentation of the EU numbering resources assigned to its mobile service, according to the E164, E212 and E214 numbering standards
 - 4.2.5. Annual report of the previous financial year;
 - 4.2.6. Financial figures of the last quarter of the current year;

- 4.2.7. Initial estimate of traffic volume per roaming service covered in the request and Country ;
- 4.2.8. Information on signaling connectivity to establish interconnection;
- 4.2.9. Contact data of the Access seeker.
- 4.3. The documentation shall be duly signed by authorized persons of the Access seeker.
- 4.4. The Operator will review the Access request within two (2) weeks of its receipt and take one of the following decisions:
 - 4.4.1. to accept the request fully or partly;
 - 4.4.2. to refuse Access request.
- 4.5. If the request will be accepted, the Operator will distribute by e-mail the Agreement to the Access seeker within one (1) month period from receiving the wholesale roaming resale access request.
- 4.6. If there are multiple requests, the Operator will handle them on first-come–first-served basis.
- 4.7. The Operator has the right to refuse the request, providing the reason of the refusal to the Access seeker in writing, in the event:
 - 4.7.1. The Access seeker does not provide the required documentation according to article 4.2 above, and/or,
 - 4.7.2. The required documentation according to article 4.2 is not signed by duly authorized persons of the access seeker;
 - 4.7.3. The Operator is to deploy an undue level of resources to implement the Access and it is reasonable to foresee that the implementation costs will not be recovered within a reasonable period of time.
- 4.8. If the Access seeker does not eliminate deficiencies or inconsistencies in its request as specified by the Operator in line with article 4.2 within the period prescribed by the Operator, it is considered that the Access seeker has revoked its request.
- 4.9. 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 Customers.

5. Technical Implementation

- 5.1. The Operator will start the technical implementation after the Agreement has been signed.
- 5.2. The Access will be implemented within a period of three (3) months of Agreement signature, subject to any delays on the part of the Access seeker and subject to the Visited network's willingness to open wholesale roaming services for the Access seeker. If some technical changes are needed this can be an issue that changes the cost and time for implementation.
- 5.3. Testing procedure:
 - 5.3.1. If the Access seeker does not have its own E212 or E214 numbering, the Access seeker can request testing of Services on a reasonable number of Visited networks and the test procedure will be bilaterally agreed between parties.
 - 5.3.2. If the Access seeker has its own E212 or E214 numbering, the test procedure shall be agreed between every willing Visited network, Operator and Access seeker in line with the Direct Wholesale Roaming Access Reference Offer of Visited Network.

6. Restrictions on conduct of business

- 6.1. The Operator reserves the right to bar access to content to which it bars its own customers (e.g., but not limited to, child pornography sites).

The Access Seeker undertakes the following:

- 6.2. Not to resell roaming services to businesses or other entities which are not end users of roaming services.
- 6.3. Not to make any disparaging remarks about the Operators wholesale resale access services or mislead or make any false statements or representations in respect of the Operators wholesale resale access services.
- 6.4. Not to use DUAL-IMSI services to provide the Roaming Services to its customers.

7. The Access Seekers responsibility

The Access Seeker is responsible for:

- 7.1. To take all reasonable steps to maintain the quality of the Operators systems, interfaces and the Operators roaming partners' networks.
- 7.2. To comply with all directions issued by the Operator which are reasonably necessary to assist it in complying with any regulatory requirement,
- 7.3. Managing the use of roaming services by its customers.
- 7.4. Any fraudulent use of the service by its customers. As such, the Access Seeker needs to:
 - 7.4.1. comply and put into place relevant anti-fraud prevention procedures
 - 7.4.2. notify the Operator immediately if the Access Seeker suspects any kind of fraud or abuse which involves the services offered to the Access Seeker under the wholesale access offer
 - 7.4.3. co-operate in good faith with the Operator
 - 7.4.4. use all appropriate means to identify, technically manage, eliminate and prevent the fraud or abuse as soon as practicable.
- 7.5. To ensure that the wholesale resale access services are not used for commercial SMS termination via the Operators SMS-C and that no SPAM or commercial SMS are sent across the Operators SMS-C by using this facility. If commercial SMS termination is required, a separate agreement will be concluded for this service.
 - 7.5.1. If the Access Seeker have been notified by the Operator that commercial SMS have been sent via the Operators SMS-C:s and do not immediately inhibit the sending of such SMS on the request of the Operator, the Operator has the right to close the roaming services.
- 7.6. Not to use the wholesale resale access services or allow any customer or other third party to use such services for any immoral, obscene, harmful, offensive or unlawful purpose.

8. Appendixes

1. Charges for the provisioning of Wholesale functions and Regulated wholesale roaming services.