

Wholesale Roaming Resale Access Reference Offer of Xfera Moviles S.A.

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 **Xfera Moviles S.A.** a company registered in Spain (registration number A 82528548) whose registered office address is **Avenida de la Vega, 15, 28.100, Alcobendas Madrid (Spain)** (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 international roaming services outside the European Union, as defined in the Regulation, provisioning of national roaming on mobile telecommunication network of Operator or provisioning of possibilities to use services offered by Operator on the mobile telecommunication network of the Operator.

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 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.
- 2.10. 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.
- 2.11. 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.
- 2.12. The Access Seeker declares that under no circumstances will modify the behavior of the incoming and outgoing traffic while roaming, nor any of the services provided by the Operator. According to this, traffic pattern of the Access Seeker's customers will be similar to the Operator's customers. In case of abnormal behavior of the Access Seeker's traffic, the Operator, after a formal notification, will have the right to stop the service in one month time (30 days).
- 2.13. Access Seeker is entitled only to use the service provide by the Operator for its own customers. In any case Access Seeker will be authorized to resell the service to a third party.

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. Annex on financial security to be provided by the Access seeker for its payment obligation pursuant to the Agreement:
The financial security shall be a bank guarantee based on the traffic forecast provided by the Access Seeker's for the coming six (6) months. This bank guarantee will be reviewed periodically and updated in case of variation of the forecast provided.

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:

Avenida de la Vega, 15, 28.100, Alcobendas Madrid (Spain) Wholesale Department

- 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.

5. Technical Implementation

- 5.1. The Operator will analyze the technical impact of any request and, together with the Access Seeker, will come up with a technical solution. This cost will be considered as an

Technical Implementation Fee and it will cover all technical features required for the configuration of the Access Seeker service.

5.2. The Operator will start the technical implementation after the Agreement has been signed.

5.3. 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 willing to open wholesale roaming services for the Access seeker. If some technical changes is needed this can be an issue that change the cost and time for implementation.

5.4. Testing procedure:

5.4.1. If the Access seeker does not have its own E212 or E214 numbering, the Access seeker can request testing of Services on reasonable number of Visited networks and the test procedure will be bilaterally agreed between parties.

5.4.2. 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. Appendixes

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

Appendix 1 – Charges for the provisioning of Regulated wholesale roaming services and Wholesale functions (since 1st of July 2013)

1. Regulated Wholesale roaming services *

Services	Rate	Charging interval
Domestic calls (calls to domestic premium rate or value added service destinations not included)	0.10 EUR/min	per 30 sec for first 30 sec per sec thereafter
Calls to EU countries	0.10 EUR/min	per 30 sec for first 30 sec per sec thereafter
Originating SMS	0.02 EUR	per event
Terminating SMS	0.00 EUR	per event
Regulated data roaming service (GPRS)	0.15 EUR/MB	per KB

2. Wholesale functions *

Provisioning of Wholesale functions	Charge
Contract negotiation and implementation	Included in prices above
Signaling for access to Regulated wholesale roaming services on the Visited network	Included in prices above
GRX functionality for access to packed switched data services in the Visited network	Included in prices above
Authentication of customers for accessing the Visited network and appropriate services	Included in prices above
Wholesale data clearing – clearing of wholesale roaming CDR's of Access Seeker's customers	Included in prices above
Billing interconnect with Access Seeker to provide information on end-user usage and billing of Access Seeker's customers	Included in prices above
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	Included in prices above
Provisioning - Technical provisioning of necessary services to provide roaming services or restrictions. for example - roaming profiles, barrings, deactivations, forwardings, etc	Included in prices above

* The charges are subject to the Access Seeker having necessary facilities, if not - additional charges will apply

For clarification:

CAMEL – Customized Applications for Mobile network Enhanced Logic

EU – European Union countries or countries adopting Regulation

GPRS – General Packet Radio Service

MB – Megabyte = 1024 Kbytes (KB)

SMS – Short Message Service

3. **Fees:**

- a. **Technical Implementation Fee:** depending of the final solution agreed by both parties.