

## **REFERENCE OFFER FOR PROVISION OF DIRECT WHOLESALE ROAMING ACCESS**

Under Article 3 of Regulation (EU) No 531/2012 on roaming on public mobile communications networks within the Union /*Supplemented on 13.02.2014 in compliance with CRC's recommendations*/

### **1. Subject and Scope**

This Reference Offer /hereinafter referred to as "RO" or "the RO"/ describes the main terms and conditions for the provision of Direct Wholesale Roaming Access which will be subject to negotiation between TELENOR and Access Seekers of such access.

The Access Seeker may offer regulated roaming services to customers situated in the EU (EEA if applicable).

The Access Seeker is entitled by Art. 3 (1) from the Regulation (EU) No 531/2012 on roaming on public mobile communications networks within the Union /hereinafter referred to as Roaming Regulation/ to raise reasonable requests to get access to TELENOR's regulated roaming services.

TELENOR will provide any eligible Access Seeker, according to BEREC Guideline 4, with non-discriminatory access to these regulated roaming services compliant to Art. 3 from the Roaming Regulation. TELENOR will provide additional services which are not regulated but required to provide roaming services.

Interested Access Seekers are asked to contact [roaming@telenor.bg](mailto:roaming@telenor.bg) for a draft contract of the Direct Wholesale Roaming Access Agreement. The Access Seeker has to provide proof of its authentication as an undertaking entitled by the Regulation.

As far as the following summary contains references to documents of the GSM Association ("GSMA"), these can be accessed via the GSM Association. Please see <http://www.gsmworld.com/> for further information and access authorisation.

Further details regarding negotiations, implementation and the preceding launch process are outlined below.

### **2. Definitions:**

**2.1. "Roaming"** means a service in a mobile network, which allows a subscriber of an undertaking providing public electronic communications services, over public mobile electronic networks, to use the services provided by the undertaking in the networks of another foreign undertaking providing public electronic services, over public mobile electronic networks, without being a subscriber of the latter. For avoidance of doubt national roaming is excluded from the scope of this document.

**2.2. "Roaming customer"** means a customer of a roaming provider of roaming services, by means of a terrestrial public mobile communications network situated in the Union, whose contract or arrangement with that roaming provider permits roaming.

**2.3. "Regulated roaming call"** means a mobile voice telephony call made by a roaming customer, originating on a visited network and terminating on a public communications network within the Union or received by a roaming customer, originating on a public communications network within the Union and terminating on a visited network.

**2.4. "Regulated roaming SMS message"** means an SMS message sent by a roaming customer, originating on a visited network and terminating on a public communications network within the Union or received by a roaming customer, originating on a public communications network within the Union and terminating on a visited network.

**2.5. "Regulated data roaming service"** means a roaming service enabling the use of packet switched data communications by a roaming customer by means of his mobile device while it is connected to a visited network within Union. A regulated data roaming service does not include the transmission or receipt of regulated roaming calls or SMS messages, but does include the transmission and receipt of MMS messages.

**2.6. "Wholesale roaming access"** means direct wholesale roaming access or wholesale roaming resale access.

**2.7. "Direct wholesale roaming access"** means the making available of facilities and/or services by a mobile network operator to another undertaking, under defined conditions, for the purpose of that other undertaking providing regulated roaming services to roaming customers.

**2.8. "Access Seeker"** means an undertaking which is entitled, under the Law on electronic communications, to provide roaming services. This may be MNOs and full MVNOs.

**2.9. "Personal data"** means information about a natural person who is identified or can be identified directly or indirectly by an identification number or by one or more specific features.

**2.10. "Confidential Information"** means any information /verbal, in writing or in whatever form/, that is marked as confidential by the submitting party or which information with a view to its content and/or intended use is normal to be accepted as confidential by the receiving Party.

### **3. Timeline:**

**3.1.** The Access Seeker's initial request for direct wholesale roaming access shall be processed in timely fashion and professional manner. The Access Seeker shall be acknowledged about the acceptance of the request and the information needed for the further processing of its request.

If necessary or requested by the Access Seeker TELENOR shall grant the possibility to orally discuss the access request.

**3.2.** TELENOR shall provide the Access Seeker with a draft contract one month after the initial receipt of the request.

**3.3.** The wholesale roaming access shall be granted within a reasonable period of time not exceeding three months from the conclusion of the contract.

**3.4.** Where the Access Seeker desires to enter into commercial negotiations to also include components not covered by this Reference Offer, TELENOR shall respond to such a request within two months from its initial receipt.

### **4. Exchange of Information:**

**4.1.** The Access Seeker will get informed within reasonable term after its request about necessary information to be provided to TELENOR in order to enable the further processing of its request.

**4.2.** Delays in providing such information will not count towards any relevant time limit under this Reference Offer.

**4.3.** The following information will be provided by TELENOR:

**4.3.1.** Technical specifications (interfaces and protocols) which are necessary for implementing the direct wholesale roaming access offered under this Reference Offer.

**4.4.** TELENOR requests the following information to be provided by the Access Seeker:

**4.4.1.** Evidence that Access Seeker is entitled under the Law on Electronic communications to provide roaming services to roaming customers in Bulgaria.

**4.4.2.** Technical information (interfaces and protocols) that provide information on the compatibility with the services offered under this Reference Offer.

**4.5.** The exchange of information is subject to a Non-disclosure agreement /NDA/, signed between TELENOR and the Access Seeker, and protecting both parties' interests from and against illegal use, disclosure, etc. of information. The draft NDA is prepared and proposed by TELENOR.

### **5. Non-discrimination /Supplemented on 13.02.2014 in compliance with CRC's recommendations/**

**5.1.** Where services under this Reference Offer are provided in accordance with BEREC's Guidelines, all terms and conditions of supply (except price) shall be equivalent to those relevant for the provision of services to the TELENOR itself.

Without prejudice to the generality of this requirement, it shall apply in particular to:

- a) the availability of access services and necessary facilities;
- b) maintenance periods;
- c) repair times in case of malfunctions;
- d) process of ordering and delivery;
- e) process of announcing new or redefined access services;
- f) process of supply of information.

## **6. Contract and Term:**

**6.1.** TELENOR's Direct Wholesale Roaming Access Agreement is based on GSM Association's contract draft for Direct Wholesale Roaming Access. The Direct Wholesale Roaming Access Agreement corresponds in essentials to the GSMA Roaming Agreement documents AA.12/13 and determines the uni-directional roaming relationship between the Access Seeker and TELENOR.

**6.2.** In addition, TELENOR requires Access Seekers to concurrently sign the SMS-Interworking Agreement equivalent to GSMA's SMS Interworking Agreement "AA.19".

**6.3.** The Direct Wholesale Roaming Access Agreement between TELENOR and Access Seeker will be concluded for an period of one year with a termination notice period of 3 (three) months.

## **7. Choice of Law and Dispute Resolution:**

**7.1.** The Wholesale Roaming Access Agreement and any matters relating hereto shall be governed by and construed in accordance with the Bulgarian law and the relevant European legislation.

**7.2.** The disputes between the parties in relation to the Direct Wholesale Roaming Agreement shall be settled by means of negotiations. In case that an agreement is not reached within a period of 2 (two) months after delivering a written request for solving the dispute, each party may refer the dispute for discussion and solving by the competent Bulgarian court.

**7.3.** This Reference Offer will be updated from time to time to ensure compliance with the relevant Bulgarian and European legislation and the updates of BEREC's Guidelines or other relevant documentation.

## **8. Data Privacy:**

The Parties are subject to all applicable legal and regulatory provisions in regard to data protection, data privacy and telecommunications secrecy. Hence, it is mandatory that both Parties commit themselves to observe the secrecy rules and maintain the data privacy according to the applicable laws and regulations. Each Party's obligations will be further detailed in the Wholesale Roaming Access Agreement.

## **9. Pricing:**

**9.1** TELENOR offers all regulated roaming services according to regulated Inter-Operator Tariff (IOT).

	<b>01.07.2012</b>	<b>01.07.2013</b>	<b>01.07.2014</b>	<b>15.06.2017</b>
Data	25 euro cents	15 euro cents	5 euro cents	0,77 euro cents
Voice (MO)	14 euro cents	10 euro cents	5 euro cents	3,2 euro cents
SMS (MO)	3 euro cents	2 euro cents	2 euro cents	1 euro cent

**9.2.** Any other services which are not part of the regulated wholesale charges will be charged based on a separate price list - duly described in the Direct Wholesale Roaming Access Agreement.

**9.3.** The termination of incoming SMS will be free of charge to the Access Seeker.

**9.4.** All tariffs are in Euros and exclusive of applicable VAT.

**9.5.** Prices are per minute, item (e.g. SMS), Megabyte (MB) in case of data, no peak/off-peak differentiation, per 30/1 second charging for all traffic on the TELENOR Network according to Art.7&8 of the Roaming Regulation.

**9.6.** Invoicing shall be on a monthly basis with a payment term of 15 days.

## **10. Service Levels:**

**10.1.** TELENOR will, under the same technical terms and conditions, offer the same Services than those offered to other Access Seekers or Mobile Network Operators of TELENOR. The availability of Services may depend on the availability of the appropriate functionality enabling roaming.

**10.2.** Roaming Customers, during roaming, shall experience the same conditions of the Services as customers of other Wholesale Roaming Partners of TELENOR.

## **11. Testing Procedures:**

**11.1.** In compliance with the specifications of IREG End-to-end Functional Capability tests relating to the international roaming, TELENOR performs the following groups of roaming-related tests:

**11.1.1.** Inter-PLMN Roaming for GSM services, according to IR24. This test group includes: U SCCP testing;

U Exchange of PLMN numbering, addressing and routing data;

N Testing of Supplementary services - Call Forwarding and Call Barring services;

N Testing of MO- and MT- SMS;

**11.1.2.** Inter-PLMN CAMEL-Roaming according to IR32 and IR60.

**11.1.3.** Inter-PLMN GPRS-Roaming according to IR35 For TELENOR's outbound roamers that are served by the home PLMN TELENOR supports IR33 SCENARIO 1 - MS REGISTERED

ON VPLMN USING VSGSN AND HGGSN. For TELENOR's outbound roamers that will be served by ARP/Access Seekers TELENOR shall support IR33 SCENARIO 2 - MS REGISTERED ON VPLMN USING VSGSN AND VGGSN.

**11.1.4.** Inter-PLMN Roaming for 3G and Videotelephony according to IR50.

## **12. Fraud Prevention Procedures:**

**12.1** Both Parties shall implement fraud prevention procedures as specified by the GSM Association within BARG Binding Permanent Reference Document (PRD) BA.20.

## **13. Traffic Forecast & Reviews:**

**13.1.** Access Seeker shall provide TELENOR with a 12-month roaming traffic forecast for voice (MOC/MTC), data and SMS traffic for the initial contract year. Based on the traffic forecast TELENOR will assess the reasonability of the access request. TELENOR reserves the right to reject unreasonable requests.

**13.2.** Both Parties shall review the annual roaming traffic figures at the end of each contractual year in order to assess the continuation of the roaming relationship taking into account the interests of both Parties. The first review will take place one year after Launch Date.

**14. Bank Guarantee:**

**14.1.** TELENOR has the right to request from the Access Seeker a Bank Guarantee in order to assure payments of all amounts due. An infringement under the agreement, signed between the Parties, and performed by the Access Seeker, is not a precondition for TELENOR's right to request Guarantee.

**14.2.** The terms and conditions for determination of the amount, constitution, increase and decrease of the amount of the Bank Guarantee shall be set out in the Direct Wholesale Roaming Access Agreement between TELENOR and the Access Seeker. These conditions shall be determined independently for each separate case depending on the Access Seeker's specific requests. The Bank Guarantee will be determined, at TELENOR'S own discretion, based on the roaming traffic forecast, actual accumulated traffic, number of customers, types of services provided by TELENOR to the Access Seeker, etc.

**14.3.** TELENOR could unilaterally and without notification stop and/or restrict the services when TELENOR's system shows that upon a given moment there is traffic provided to the Access Seeker, which has reached a value in a total amount of more than 90% of the amount of the Bank Guarantee/deposit. TELENOR is entitled to exercise the right under the preceding sentence even in case that the payment is still not due, it is not valued in accordance with and within the term of the agreement and/or an invoice is still not issued for it. The services shall be renewed after the Access Seeker increases the Guarantee in order to cover all of the accumulated amounts due to TELENOR.

**15. Technical Requirements for the Access Seeker:**

**15.1.** Access Seeker's compliance with the following GSM standards, specifications and processes is prerequisite for the technical implementation and launch of the Wholesale Roaming Access Agreement:

- L Binding GSM specifications to enable the technical set up and provision of international roaming;
- L GSMA's Permanent Reference Documents (PRDs) defining the Standard International Roaming Agreement: AA.12/ AA.13/ AA.14 (in slightly modified ways) and its encompassed commercial references in BA.XX-Documents as well as the BA.20 for NRTRDE (Near Real Time Roaming Data Exchange) dealing with fraud prevention;
- L Exchange of billing & accounting data according to GSMA-based TADIG specifications and procedures including the ability to receive and process billing data in TD.57 record format;
- L Roaming testing according to GSMA-based IREG testing procedures described in IR.24/ IR.32/ IR.35/ IR.50 as well as the corresponding TADIG billing tests.

**15.2.** In order to enable a Direct Wholesale Roaming Access relation between TELENOR and Access Seeker and in order to ensure appropriate service quality to consumers as well as other carriers, the Access Seeker needs to be identifiable on a network level and thus is required to present an own and dedicated Mobile Country Code/ Mobile Network Code (MCC/MNC) identifier via an "own" IMSI. This MCC/MNC needs to be uniquely linked to a TADIG code<sup>1</sup>.

**16. Interconnection /Supplemented on 13.02.2014 in compliance with CRC's recommendations/**

The Parties shall implement procedures for traffic and network management for ensuring the orderly transport of traffic in case of malfunction or overflow. Suitable procedures shall be agreed in the Direct Wholesale Roaming Access Agreement signed between the Access Seeker and TELENOR.

**16. Documents to be provided:**

**16.1. By TELENOR:**

- L Wholesale Roaming Access Agreement, based on GSMA PRDs AA.12 and AA.13; Individual Annexes to the Wholesale Roaming Access Agreement, based on GSMA AA.14;
- L Annex to the Direct Wholesale Roaming Access Agreement, based on GSMA IR.21.

**16.2. By the Access Seeker:**

- L Individual Annexes to the Direct Wholesale Roaming Access Agreement, based on GSMA AA.14 (as far as applicable for uni-directional roaming);
- r Annex to the Wholesale Roaming Access Agreement, based on GSMA IR.21;
- L 12-month roaming traffic forecast for voice (MOC/MTC), Data and SMS traffic for the initial contract year;
- r Test documents for each requested test program (e.g. 2G/Voice Services(+SMS), GPRS/Data, CAMEL).

**17. Restrictions:**

In view of the nature of the services, the different types of eligible Access Seekers and types of requests, during the negotiation, signing and implementation process many restrictions/obstacles could appear, which could be of a technical, commercial, legal and other nature and which may hinder and/or delay the signing and/or implementation process. Such obstacles shall be considered as restrictions under Guideline No. 32 of "BEREC Guidelines on the application of Article 3 of the Roaming Regulation -Wholesale Roaming Access." In particular, as such restrictions shall be considered any of the following, which are not listed exhaustively: inability to recover of the implementation costs and investments within one year; data service for prepaid customers shall not be provided while roaming; access to premium numbers and value-added services shall not be provided in roaming.

**18. Reasonable requests:**

TELENOR will consider only reasonable requests for access. Each request will be judged on the merits of the case. In particular TELENOR may at its own discretion deny any request which requires deployment of an undue level of resources to implement and/or when the implementation costs will not be recovered within a reasonable period, which shall not exceed the initial contract term.

**19. Implementation Process for International Roaming:**

**19.1.** The implementation proceeds along the following order of sequence consistently applicable to all Access Seekers or Mobile Network Operators of TELENOR:

- r After signature of the Wholesale Roaming Access Agreement, the SMS Interworking Agreement and the bilateral confirmation of test readiness, the IREG testing teams of both Parties shall agree on a start date for testing.
- L The Access Seeker shall provide the relevant test documents based on the GSMA IREG standard and in case of specific CAMEL service test requests of the Access Seeker any applicable individual test document.
- L After IREG test finalization, TELENOR will provide the Access Seeker with the TADIG test files containing all TAP billing records generated for the test cases.
- L The Access Seeker shall review the test files and shall approve the test results in due course by issuing a test certificate. The issuance of the test certificate completes the testing phase.
- r The same procedure applies to each test program: 2G/Voice Services (+SMS), GPRS/Data, CAMEL (if needed).
- L After test completion and before further preparation of both networks/IT for the upcoming launch, both Parties shall agree on a binding launch date by signature of a commercial launch letter (CLL).