

Wholesale Roaming Resale Access Reference Offer of "Latvijas Mobilais Telefons" SIA

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 "Latvijas Mobilais Telefons" SIA, a company registered in Latvia (registration number 50003050931) whose registered office address is Ropažu iela 6, LV-1039, Riga, Latvia (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 unregulated wholesale roaming services in the European Union and 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 packet 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 Near Real Time Roaming Data Exchange (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 1-3, 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 delivery of the Retail functions services are subject to availability of the Operator and pricing is depending on the facilities of the Access seeker.
- 2.10. 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:
 - 3.1.2.1.1. Ordering and delivery: Access seeker can order and Operator can deliver the services of new Visited network for provisioning of regulated roaming services within the European Union within a period of three (3) months of agreement signature with Visited network;
 - 3.1.2.1.2. Normal operation: Target of availability of roaming services shall be the same as for the Operator's customers;
 - 3.1.2.1.3. Maintenance and repairs: In case of detection of faults respective party shall send the complaint request to the appropriate contact persons. Upon reception of a complaint request parties shall respond and perform possible repairs according to the severity level of the fault.
 - 3.1.2.2. Annex on financial security to be provided by the Access seeker for its payment obligation pursuant to the Agreement:
 - 3.1.2.2.1. 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.
 - 3.1.2.2.2. Operator may suspend all or any of its services to Access seeker or terminate the agreement in case of breach of financial security procedure.
- 3.2. Main terms of the Agreement:
- 3.2.1. Duration of the Agreement

The Agreement comes into force when the Operator and the Access seeker have signed the Agreement by their duly authorized representatives and, if not terminated for specific cause set out in the Agreement, shall remain in force unless terminated by either party in writing subject to a period of notice of six (6) months;
 - 3.2.2. Termination - Agreement may be terminated as follows:
 - 3.2.2.1. If the suspension of services to Access seeker by Operator continues for more than six (6) months, the Access seeker shall have the right to terminate the Agreement with immediate effect by written notice; or
 - 3.2.2.2. 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; or
 - 3.2.2.3. By mutual agreement of the parties; or
 - 3.2.2.4. 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; or
 - 3.2.2.5. 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 by a guarantee from a first class bank, payable on first written demand; or
 - 3.2.2.6. By written notice of either party to the other in the event that the provisioning of the Access becomes technically or commercially impracticable and the provisions set out in the relevant Article in the SP agreement (Suspension of Services) are not sufficient to solve the problem or 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; or
 - 3.2.2.7. Subject to the relevant Article in the SP agreement (Successors and Assigns) 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; or
- 3.2.2.8. If the Regulation is no longer applicable subject to a period of notice of six (6) months.
- 3.2.3. Any changes, amendments and/or additions to the Agreement shall be agreed on and documented in writing;
- 3.2.4. Management and implementation of services - the list of available Visited networks and appropriate wholesale roaming services are provided to Access seeker electronically upon availability or modification and may be amended from time to time;
- 3.2.5. Interoperability, technical interfaces and protocols:
- 3.2.5.1. Wholesale roaming services are provided by interoperability, technical interfaces and protocols carried out in accordance with the technical specifications defined and adopted by 3GPP (Third Generation Partnership Project), including the ETSI technical specifications defined and adopted by 3GPP, and consistent with best industry practice (hereinafter reference to as "Technical Specifications");
- 3.2.5.2. Provisioning, billing interconnect, fraud handling and retail functions are provided by interoperability, technical interfaces and protocols carried out in accordance as specified on the SP agreement.
- 3.2.6. Security and data privacy terms are defined in the Agreement and are subject to the regulations and laws of the respective countries of Visited network, Operator and Access seeker;
- 3.2.7. Fraud prevention procedures will be supported as specified by SP agreement;
- 3.2.8. Dispute resolution - as specified by SP agreement and, in line with Article 17 of the Regulation, a dispute between undertakings providing electronic communications networks or roaming services in a Member State, may use the dispute resolution procedures laid down in Articles 20 and 21 of the Framework Directive (Directive 2002/21/EC), respecting the out-of-court dispute resolution procedures laid down in Article 34 of the Universal Service Directive (2002/22/EC).

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: Latvijas Mobilais Telefons, Carrier Services Division, Ropažu iela 6, Rīga, LV-1039, Latvia.
- 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 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 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.
- 5.3. 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 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. Appendixes

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

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

Regulated Wholesale access charges

Services	Rate	Charging interval
Domestic calls (calls to domestic premium rate or value added service destinations not included)	0.032 EUR/min	per 30 sec for first 30 sec per sec thereafter
Calls to EU countries (Circuit Switched Video Telephony Calls not included)	0.032 EUR/min	per 30 sec for first 30 sec per sec thereafter
Originating SMS	0.01 EUR	per event
Terminating SMS	0.00 EUR	per event
Regulated data roaming service (GPRS)	0.0045 EUR/MB	per KB

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 packet 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

For clarification:

EU – European Union countries or countries adopting Regulation

GPRS – General Packet Radio Service

MB – Megabyte = 1024 Kbytes (KB)

SMS – Short Message Service