



## DREI AUSTRIA DIRECT WHOLESALE ROAMING ACCESS REFERENCE OFFER

Offer published: 1 July 2013

### Introduction

This document constitutes Hutchison Drei Austria GmbH (Drei Austria) Reference Offer to persons making reasonable requests for direct wholesale roaming access to the Drei network (the "Access Seeker") for the provision of regulated roaming services to roaming customers in accordance with Regulation (EU) 531/2012 (the "Regulation").

Upon receipt of the access request Drei Austria will provide the Access Seeker with a direct wholesale roaming access agreement which includes the services and terms outlined in this Reference Offer, subject to reasonable terms and conditions (the "Agreement"). This Reference Offer remains subject to the Access Seeker and Drei Austria entering into the Agreement. The terms and conditions (including charges) for international roaming services contained in this Reference Offer are applicable from 1 July 2012, being the date of entry into force of the Regulation.

### 1. Direct Wholesale Access Roaming Services and Charges

Drei Austria shall offer direct wholesale roaming access to the Drei network for the regulated roaming services set out in the table below (the "Roaming Services").

FEATURE	AUTHENTICATION			RAN		
	SIM	USIM	EAP-SIM	GSM	UTRAN (UMTS)	WLAN
<b><u>CIRCUIT SWITCHED Services</u></b>	X	X	N/A	X	X	N/A
Telephony			N/A	X	X	N/A
Emergency Calls				X	X	N/A
Short Message Service MT/PP			N/A	X	X	N/A
Short Message Service MO/PP			N/A	X	X	N/A
Voice Messaging			N/A	X	X	N/A
Alternate speech and facsimile gr. 3			N/A	N/A	N/A	N/A
Automatic facsimile gr. 3			N/A	X	X	N/A

FEATURE	AUTHENTICATION			RAN		
	SIM	USIM	EAP-SIM	GSM	UTRAN (UMTS)	WLAN
Asynchronous Data			N/A	X	X	N/A
Synchronous Data Note: This is the relevant bearer for CS Video Telephony			N/A		X	N/A
<b><u>PACKET SWITCHED Services</u></b> <b>Note: This Includes GPRS</b>	X	X		X	X	N/A
<b><u>CAMEL</u></b>						
CAMEL PHASE 1				X	X	N/A
CAMEL PHASE 2				X	X	N/A
CAMEL PHASE 3				N/A	N/A	N/A
CAMEL PHASE 4				N/A	N/A	N/A
<b><u>SUPPLEMENTARY SERVICES</u></b>						
Calling line identification presentation (CLIP)				X	X	N/A
Calling line identification restriction (CLIR)				X	X	N/A
Connected line identification presentation (CoLP)				N/A	N/A	N/A
Connected line identification restriction (CoLR)				N/A	N/A	N/A
Calling Name Presentation (CNAP)				N/A	N/A	N/A
Call forwarding unconditional (CFU)				X	X	N/A
Call forwarding on mobile subscriber busy (CFB)				X	X	N/A
Call forwarding on no reply (CFNRy)				X	X	N/A
Call forwarding on mobile subscr. Not reachable (CFNRc)				X	X	N/A

FEATURE	AUTHENTICATION			RAN		
	SIM	USIM	EAP-SIM	GSM	UTRAN (UMTS)	WLAN
Call waiting (CW)				X	X	N/A
Call hold (HOLD)				X	X	N/A
Multy party (MPTY)				X	X	N/A
Closed user group (CUG)				X	X	N/A
Completion of Calls to Busy Subscribers				N/A	N/A	N/A
Call Deflection				N/A	N/A	N/A
Explicit Call Transfer				X	X	N/A
Barring of all outgoing calls (BAOC)				X	X	N/A
Barring of all outgoing international calls (BOIC)				X	X	N/A
Barring of all outgoing international calls except (BOIC-ex HC)				X	X	N/A
Barring of all incoming calls (BAIC)				X	X	N/A
Barring of all incoming calls when roaming outs. HPMN Operator (BAIC-Roam)				X	X	N/A
User to User Signalling (UUS)				N/A	N/A	N/A
USSD /MO				X	X	N/A
USSD /MT (i.e. network initiated)				N/A	N/A	N/A
EMLPP (Enhanced Multi-Level Procedure and Pre-emption)				N/A	N/A	N/A
<b>NETWORK FEATURES</b>						
HSCSD Assymmetric			N/A	N/A	N/A	N/A
HSCSD Symmetric			N/A	X	X	N/A

FEATURE	AUTHENTICATION			RAN		
	SIM	USIM	EAP-SIM	GSM	UTRAN (UMTS)	WLAN
ECSD			N/A	N/A	N/A	N/A
EDGE			N/A	X	X	N/A
UDI			N/A	X		N/A
HSDPA			N/A	X	X	N/A
HSUPA			N/A	X	X	N/A
<b><u>ADDITIONAL NETWORK FEATURES</u></b>						
Multicall				X	X	N/A
LCS				N/A	N/A	N/A

The maximum charges for the Roaming Services outlined above are as follows:

- (a) Drei Austria shall charge the Access Seeker the following maximum rates for each Transaction Type during the period 1 July 2012 to and including 30 June 2013:

Transaction Type	Rate in EUR	Charging Interval
Mobile originated circuit switched voice originating and terminating within the EU/EEA excluding calls to premium rate numbers and special numbers	0,14 per minute	30s/1s
Mobile originated SMS	0,03 per SMS	Per SMS
Packet switched data	0,25 per MB	1kb/1kb

- (b) Drei Austria shall charge the Access Seeker the following maximum rates for each Transaction Type during the period 1 July 2013 to and including 30 June 2014:

Transaction Type	Rate in EUR	Charging Interval
Mobile originated circuit switched voice originating and terminating within the EU/EEA excluding calls to premium rate numbers and special numbers	0,10 per minute	30s/1s
Mobile originated SMS	0,02 per SMS	Per SMS
Packet switched data	0,15 per MB	1kb/1kb

- (c) Drei Austria shall charge the Access Seeker the following maximum rates for each Transaction Type during the period 1 July 2014 to and including 30 June 2015 and each subsequent one year term:

<b>Transaction Type</b>	<b>Rate in EUR</b>	<b>Charging Interval</b>
Mobile originated circuit switched voice calls originating and terminating within the EU/EEA excluding calls to premium rate numbers and special numbers	0,05 per minute	30s/1s
Mobile originated SMS	0,02 per SMS	Per SMS
Packet switched data	0,05 per MB	1kb/1kb

The rates set out in (a) to (c) above are exclusive of VAT. Drei Austria shall issue invoices to the Access Seeker with respect to the charges on a monthly basis, payable within 30 days of the date of the invoice.

Drei Austria may recharge the Access Seeker any additional fees or charges that have been levied on Drei Austria under applicable law and/or at the direction of a competent authority (or which Drei Austria is required to charge to the Access Seeker) to the extent that they relate to the Services being provided to the Access Seeker.

## **2. Additional services**

The following additional services (together with the Roaming Services, the "Services") will be provided by Drei Austria upon reasonable request:

- a) Mobile originated circuit switched voice calls to Special numbers.
- b) Mobile originated circuit switched voice calls terminating outside the EU/EEA.
- c) Mobile originated SMS termination outside the EU/EEA.
- d) Video calls.

The terms and conditions (including charges) for the above additional services shall be subject to negotiation and agreement between Drei Austria and the Access Seeker.

## **3. Service Level Agreements**

Drei Austria shall supply the Roaming Services to the Access Seeker on equivalent terms and conditions of supply (save for price) and standards of service to those which it provides in its standard international roaming agreements. Roaming Customers, during roaming, shall experience the same conditions of the Services as customers of other Wholesale Roaming Partners of Drei Austria.

## **4. Interoperability & testing**

Drei Austria uses GSMA's Permanent Reference Documents (PRDs) defining the Standard International Roaming Agreement: AA.100/AA.14 and the PRDs referred to in clause 1.6 of the Agreement, including the BA.20 for NRTRDE (Near Real Time Roaming Data Exchange) dealing with fraud prevention. Exchange of billing data is based on GSMA TADIG specifications and procedures including the ability to receive and process billing data in TD.57 record format. Technical roaming details are exchanged in the IR.21 document; roaming testing methodology is based on GSMA IREG

testing procedures described in IR.24/IR.27/IR.35/IR.32 and IR.60. The full list of these technical standards and protocols for the period in operation are available upon request by the Access Seeker.

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.

## **5. Security and data privacy**

Drei Austria and the Access Seeker undertake to comply with all data protection and privacy laws and regulations under the applicable law of their respective jurisdictions, as per the Agreement.

## **6. Duration of the Agreement**

The Agreement comes into force on the date agreed by the parties and specified in the Agreement and shall remain in force unless terminated by one of the parties in writing subject to a notice period of six months or terminated as per the conditions stipulated in the Agreement.

## **7. Limitations of Liability**

Subject to the limitations set out in the Agreement, the liability of the parties shall be governed by Swiss law. The parties shall only be liable for damages to the extent of their negligence where such negligence results in proven damages or loss to the other party, in which event the liability of the negligent party shall be limited to and shall in no event exceed two hundred and fifty thousand (250,000) SDR in respect of any one incident or series of incidents arising from the same cause. Such limitation of liability shall not apply if damage or loss is caused by a party's wilful misconduct (including fraud) or gross negligence. Neither party will be liable to the other for loss of profit or business or consequential loss/damage suffered by the other party, whether or not foreseeable.

## **8. Governing Law**

The Agreement shall be governed by the laws of Switzerland. Any disputes shall be resolved in accordance with the escalation and arbitration procedures set out in the Agreement.

## **9. Requirements on the Access Seeker**

Drei Austria will meet all the reasonable requests for direct wholesale roaming access. For a request to be considered reasonable, the Access Seeker will need to fulfill all the criteria outlined in paragraph 9.2 of the reference offer. The Access Seeker should either send these documents with the access request or be ready to provide these at the request of Drei Austria. Drei Austria may refuse access to Access Seekers who do not provide this information in a timely manner. Drei Austria also reserves the right to deny access to requests that entail the deployment of undue levels of resources to implement or where it is reasonable to foresee that the implementation costs will be not recovered within a reasonable period of time.

The refusal to grant access will be sent to the Access Seeker in writing giving the Access Seeker the opportunity to eliminate deficiencies within a reasonable delay. If the Access Seeker has not fulfilled these requirements within the agreed timeframe the request will be deemed revoked.

### **9.1 Drei Austria may require the following from the Access Seeker:**

- A bank guarantee and/or upfront payment prior to commencement of the start of the Services and during operations. Drei Austria may enforce the guarantee in accordance with its terms at any time during or after termination of the Agreement to satisfy any amounts due and payable to Drei Austria (including any charges for the Services) by the Access Seeker that remain unpaid by the relevant due date;
- A 12 month forecast of traffic volumes per service (voice, SMS and data volumes), as set out in the Agreement;
- Overview of the standard services requested from the operator;
- Certificate of registration or corresponding documentation of the Access Seeker;
- Contact data of the Access Seeker;
- The necessary information for system interconnection at the start of the Services and on a continual basis;
- Test USIMs;
- Annex to the Agreement based on the GSMA AA.14 document including billing and transfer information;
- Annex to the Agreement based on the GSMA IR.21 document;
- Test documents for the requested Services (voice, data, CAMEL);
- Any other technical information or information necessary to launch or assess compatibility of the Services;

### **9.2 The Access Seeker is responsible for:**

- Ensuring that it is duly authorized to provide the Services in the relevant jurisdiction;
- Ensuring that the documentation is duly signed by authorized persons of the Access Seeker;
- Managing the use of the Services by its customers;
- Any fraudulent use of the Services by its customers. As such the Access Seeker must (i) implement and comply with relevant anti-fraud prevention procedures (Near Real Time Roaming Data Exchange) as set out in GSM Association Permanent Reference Document BA.20 ("BA.20"), a copy of which can be provided free of charge upon reasonable request; and (ii) notify Drei Austria immediately if the Access Seeker suspects any kind of fraud or abuse which involves the Services offered to the Access Seeker under this Reference Offer and co-operate in good faith with Drei Austria and use all appropriate means to identify, technically manage, eliminate and prevent the fraud or abuse as soon as practicable;
- Receipt of TAP files;
- Connecting infrastructure to Drei Austria points of connection; and
- Meeting its obligations as a public communications network operator under, and complying with, all applicable laws, regulations and rules applicable to its obligations under the Agreement.

In the event of a request for specific services or facilities, Drei Austria reserves the right to require payments from the Access Seeker to recover the costs of the investments undertaken specifically to provide such services or facilities to the Access Seeker.

## **10. Use of Services**

**The Access Seeker undertakes the following:**

- To ensure that the Services are not used for commercial SMS interworking and that no SPAM or commercial SMS are sent to the Drei network or to its customers by using this facility. If SMS interworking is required, a separate agreement will be concluded for this service;
- To take all reasonable steps to maintain the quality of the Drei network;
- Not to use the Services or allow any customer or other third party to use such Services for any immoral, obscene, harmful, offensive or unlawful purpose;
- Not to make any disparaging remarks about the Services or the Drei network or mislead or make any false statements or representations in respect of the Services or the Drei network;
- To comply with all directions issued by Drei Austria which are reasonably necessary to assist it in complying with any regulatory requirement; and
- Not to seek to sell Services to any customer whose residence or place of business is outside the EU/EEA.

## **11. Suspension of service**

Notwithstanding anything in the Agreement to the contrary, Drei Austria may without liability suspend or terminate all or any of its Services to the Access Seeker's Roaming Customer(s) in circumstances where it may suspend or terminate those Services to its own customers, including but not limited to:

- Roaming Customers using equipment which is defective or illegal; or
- Roaming Customers causing any technical or other problems on Drei Austria's Public Mobile Network; or
- suspected fraudulent or unauthorised use; or
- authentication of the legal relationship not being possible; or
- maintenance or enhancement of its Public Mobile Network; or
- non-establishment and/or denial to update/renew the bank guarantee within the specified term in case it is requested after the commercial start of the agreement; or
- Suspension for nonpayment in excess of 3 months.

## **12. Termination of the agreement**

The Agreement may be terminated as follows:

- by mutual agreement of the Parties; or
- 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;
- 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;
- by written notice of either Party to the other in the event that international roaming becomes technically or commercially impracticable on Drei Austria's Public Mobile Network and the suspension of service provisions in the Agreement are insufficient 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
- 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.

### **13. Implementation process**

The following process will be applicable to all Access Seekers for the Services outlined in paragraph 1 of this Reference Offer.

Further to the signature of the Agreement and the bilateral confirmation of test readiness, the IREG testing teams of both Parties will convene a testing schedule. The Access Seeker will have to provide the relevant test documents based on the GSMA IREG standard including: IR.21 to test and confirm interconnection and interoperability between networks; IR.24 in order to ensure the correct functioning of circuit switched voice and SMS; IR.27 to ensure the correct functioning of circuit switched video calls and IR.35 in order to ensure the correct functioning of packet switched services. As regards CAMEL services Drei Austria will request the Access Seeker to provide test documents IR.32 and IR.60 for prepaid services.

After the IREG testing, Drei Austria will provide the Access Seeker with the TADIG test files containing all TAP billing records generated for the test cases. The Access Seeker will review the test files and issue a test certificate after which the testing phase will be over.

After successful completion of the testing procedures and prior to the commercial launch of the Services, the Access Seeker will sign a commercial launch letter after which the Services will become operational.

### **14. Modifications to the Reference Offer**

This Reference Offer (including regulated charges) will be amended from time to time and at a minimum on an annual basis. Drei Austria has the right to amend this Reference Offer and publish a revised Reference Offer at any time. From the date of publication of a revised version of this Reference Offer, all access requests will be governed by such revised version.

For further information on this Reference Offer please contact: <a href="mailto:international.roaming@drei.com">international.roaming@drei.com</a>
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