

# Direct Wholesale Roaming Access Reference Offer

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## 1 -Scope

According to Article 3 of the Regulation (EU) No 531/2012 on Roaming on public mobile communications networks within the Union with effect as of July 1<sup>st</sup> 2012 (“Regulation”) and substantiated by the BEREC Guidelines on the application of Article 3 of the Roaming Regulation, issued on September 27<sup>th</sup>, 2012, European Mobile Network Operators (MNOs) shall meet reasonable requests to provide wholesale roaming access to any undertaking (“Access Seeker”) which is entitled under the law of the Member State in question to provide roaming services to roaming customers in that Member State.

The present Reference Offer (“the Offer”) summarizes the relevant conditions of the direct wholesale roaming access agreement (“the Agreement”) which covers the provision of Voice, SMS and data services (“Services”) by Bouygues Telecom to the Access Seeker’s roaming customers.

Interested Access Seekers are asked to contact [roaming@bouyguetelecom.fr](mailto:roaming@bouyguetelecom.fr) for a draft of the Agreement. Interested Access Seekers will be asked first to sign a Non-Disclosure Agreement. Bouygues Telecom will then provide the Access Seeker with the draft agreement which is based on and in conformity with all relevant GSMA Permanent Reference Documents (“PRDs”) and relevant technical specifications.

The Offer remains subject to the Access Seeker and Bouygues Telecom entering into the Agreement.

## 2 -Modifications to the Offer

The charges and terms and conditions for international roaming services contained in this Offer are applicable from 1<sup>st</sup> July 2013.

The Offer is valid until it is replaced by a new Offer or until Bouygues Telecom is not obliged to maintain and publish an Offer. Unless otherwise specified, the Offer will be published at least thirty (30) days before its entry into force.

The Offer will be updated as a minimum on an annual basis in order to update the regulated prices. Equally, Bouygues Telecom will update the Offer and amend any existing Agreement to reflect any change in the Regulation, in binding PRDs or in the Services it provides to its roaming partners.

## 3 - Initial Requirements

### 3.1. Identification

The Offer applies to any Access Seeker, which is entitled to provide Regulated Retail Roaming Services to end customers and which public mobile communications network elements and customers can be identified by EEA numbering resources it has been assigned.

An Access Seeker operating a hub aggregation service can benefit from the present offer provided it has been mandated by EEA providers seeking to offer regulated retail roaming services to EEA end customers.

To enable a Direct Wholesale Roaming Access relation between the Access Seeker and Bouygues Telecom, the Access Seeker's direct or indirect customer needs to be identified by Bouygues Telecom's network. As a consequence, the Access Seeker or the EEA provider it represents has to possess its own Mobile Country Code/ Mobile Network Code (MCC/MNC) as part of the International Mobile Subscriber Identification (IMSI) it allocates to its customers.

### 3.2. Technical Compliance

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:

- ▶ GSM specifications to enable the technical set up and provision of international roaming
- ▶ Binding GSMA's Permanent Reference Documents (PRDs) relevant to International Roaming including but not limited
  - GSMA PRDs related to Fraud Detection
  - GSMA PRDs relating to Exchange of billing & accounting data, Invoicing, Settlement and dispute resolution
  - GSMA PRDs relating to Roaming testing

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 authorization.

### 3.3. Traffic Forecast

Before the signature of the Agreement the Access Seeker shall provide Bouygues Telecom with a 12-month roaming traffic forecast for voice (MOC/MTC), data and SMS traffic for the initial contract year. Bouygues Telecom reserves the right to reject unreasonable requests.

After the signature of the Agreement, the Access Seeker shall provide Bouygues Telecom with annual roaming traffic figures at the end of each contractual year.

### 3.4. Bank Guarantee

Access Seeker shall provide Bouygues Telecom at the latest 15 days prior to the commercial starting date with a 3 year valid independent and autonomous bank guarantee upon first request, issued by a French prime rate bank acceptable to Bouygues Telecom. The initial bank guarantee amount will be set at 100.000,00 EUR minimum or 3 months of invoices based on traffic forecast, whichever is higher.

Over the term of the Agreement it shall if necessary be changed so as to always equal at least 100.000,00 EUR or 3 months of invoices issued under the Agreement, whichever is higher.

Bouygues Telecom may enforce the guarantee at any time during or after termination of the Agreement to satisfy any amounts due and payable to Bouygues Telecom (including any charges for regulated roaming services) by the Access Seeker that remain unpaid by the relevant due date.

## 4 - Services

### REGULATED SERVICES:

Bouygues Telecom offers all regulated roaming bearer services as defined by the Regulation over its GSM (2G) and UMTS (3G) network:

- ▶ Mobile Originated calls from Bouygues Telecom network to EU/EEA member states
- ▶ Mobile Terminated Calls
- ▶ SMS-MO
- ▶ SMS-MT
- ▶ Data Services including GPRS/EDGE, HSDPA, HSUPA

### NON-REGULATED SERVICES:

Bouygues Telecom offers non-regulated roaming bearer services based on our standard roaming offer for other MNOs:

- ▶ Mobile Originated calls from Bouygues network to destinations outside EU/EEA
- ▶ Mobile Originated calls to value-added services, premium rate services or satellite destinations
- ▶ Mobile originated SMS messages terminating outside the EU/EEA

Bouygues Telecom offers supplementary services:

- ▶ CAMEL Phase 2
- ▶ Calling Line Identification Presentation/Restriction
- ▶ Call forwarding, transfer and hold functions
- ▶ Barring functions

All Services are described in the Agreement or the relevant GSM-A specifications. The availability of Services may depend on the availability of the corresponding functionality in the end customer's terminal or in the network resources of the Access Seeker. The availability of the Services over the French territory depends of the actual coverage of Bouygues Telecom's network. For detailed coverage maps, please refer to Bouygues Telecom's website at:

<http://www.corporate.bouyguetelecom.fr/notre-reseau/cartes-de-couverture-reseau>

## 5 - Service Levels

The Services provided by Bouygues Telecom to the Access Seeker shall give equivalent customer experience to those which it provides in its standard international roaming agreements.

Services are provided based on the precondition that:

- ▶ The usage pattern of the roaming customers does not differ substantially from other EU roaming customers on Bouygues Telecom's network and
- ▶ The actual traffic does not differ substantially from the forecast provided by the Access Seeker.

## 6 - Tariffs

Bouygues Telecom shall charge the Access Seeker the following maximum rates for each service provided, for the period 01 July 2013 until 30 June 2014 included:

Regulated Service	Rate*	Charging interval
Local voice Calls (PRN or value added services excluded)	0,10 €/min	30s / 1s
Voice Calls to EU countries	0,10 €/min	30s / 1s
Regulated Mobile Originated SMS	0,02 €/SMS	Per SMS
Regulated Data roaming services	0,15 €/Mb	1 kb

\*the above rates are exclusive of taxes

Charges for the Non-regulated services shall be provided upon request.

Bouygues Telecom will charge the Access Seeker implementation fees covering costs incurred for regular pre-launch testing.

In case of a request for specific services or facilities such as but not limited to those requested by hub aggregation services, Bouygues Telecom will evaluate the costs incurred specifically to provide such services or facilities and propose the corresponding fee to the Access Seeker before the signature of the Agreement.

Any additional fees or charges that have been levied on Bouygues Telecom under applicable law and/or at the direction of a competent authority may be passed on to the Access Seeker to the extent that they relate to the network access services being provided to the Access Seeker.

## 7 - Implementation Process

The implementation proceeds along the following order of sequence consistently applicable to all Access Seekers or Mobile Network Operators (Wholesale Roaming Partners) of Bouygues Telecom:

- ▶ After signature of the Agreement and the bilateral confirmation of test readiness, the IREG testing teams of both Parties shall agree on a start date for testing.
- ▶ 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. The Access Seeker shall also provide test SIM cards for testing and troubleshooting purposes
- ▶ Upon completing of IREG tests, Bouygues Telecom will provide the Access Seeker with the TADIG test files containing all TAP billing records generated for the test cases
- ▶ 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.
- ▶ The same procedure applies to each Service: 2G/3G/Voice Services(+SMS), GPRS/Data, CAMEL (if needed)
- ▶ 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).

## 8 - Interoperability and testing

All technical and billing implementations and testing shall be carried out according to the standard GSMA procedures based on documents such as but not restricted to :

- ▶ IR.21 to test and confirm interconnection and interoperability between networks.
- ▶ IR.24 to certify and ensure correct functioning of circuit switched voice and SMS.
- ▶ IR.35 to certify and ensure correct functioning of packet switched services.
- ▶ IR.60 to certify and ensure correct functioning of CAMEL prepaid services.

The full list of these technical standards and protocols for the period in operation are available upon request by the Access Seeker.

## 9 - Fraud

The Parties shall comply with the relevant anti-fraud prevention procedures as specified in the Agreement based on GSMA binding PRD BA.20 specifying Near Real Time Roaming Data Exchange (NRTRDE) procedure.

The Access Seeker is responsible for any fraudulent use of the service by its customers and must notify Bouygues Telecom immediately in case of suspected fraud or abuse in relation to the services offered to the Access Seeker under this Reference Offer.

## 10 - Restrictions on Conduct of Business

The Access Seeker agrees to use the Agreement to provide international roaming services in strict compliance with the Regulation and the EU Directives on electronic communications. In particular, the Access Seeker shall comply with the following requirements:

- ▶ In case of SMS/MMS Interworking being in place, ensure that the Services provided are not used for commercial SMS/MMS interworking and that no Spam or commercial SMS/MMS are sent to the Bouygues Telecom network or to its customers by using this facility. If SMS/MMS interworking is required, a separate agreement will be concluded for this service;
- ▶ take all reasonable steps to maintain the quality of the Bouygues Telecom network;
- ▶ not to seek to sell directly or indirectly electronic communication services based on the Services to any customer whose residence or place of business is outside the EU/EEA;
- ▶ not to seek to sell directly or indirectly electronic communication services based on the Services for a permanent use on the French territory to any customer whose residence or place of business is in France.

## 11 - 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.

## 12 - Governing Law

The Agreement shall be governed by the laws of France.

Any disputes shall be resolved in accordance with the escalation and arbitration procedures set out in the Agreement. If no resolution is found each Party is entitled to refer the dispute to the Autorité de Régulation des Postes et Communications Electroniques (ARCEP) for resolution in accordance with the procedures laid down in Articles 20 and 21 of the EU Framework Directive.