

Direct Wholesale Roaming Access Agreement

**Between**

**WIND HELLAS Telecommunications S.A.,**

Having its registered address:

66 Kifissias Avenue

151 25 Maroussi, Athens GREECE

(hereinafter referred to as "**WIND HELLAS**")

And

**<<Operator B>>**,

having its registered address:

.....  
(Hereinafter referred to as "Operator B")

(WIND HELLAS and Operator B hereinafter also referred to as "Party/ies")

## **Article 1 - INTRODUCTION**

1.1. WIND HELLAS is a lawfully authorised mobile network operator with the obligation to meet all reasonable requests for Direct Wholesale Roaming Access, unless such requests require deployment of an undue level of resources to implement or if their implementation costs may not be recovered within a reasonable period or do not meet other objective criteria, which justify refusal.

1.2. Operator B is a lawfully authorised mobile network operator or mobile virtual network operator, having its principal offices at a Member State of the European Union, entitled under the law of that Member State to provide roaming services to roaming customers in that Member State and enjoys the right to direct wholesale roaming access under Roaming Regulation III, in order to serve EU roaming customers.

1.3. Subject to necessary prioritisation of already registered Direct Wholesale Roaming Access requests on a non-discriminatory first – come – first – served process, WIND HELLAS has already complied or shall be obliged to comply with the time limits during the negotiation and implementation periods of the Agreement, as these are defined under Roaming Regulation III.

## **Article 2 - STARTING DATE**

The actual commercial starting date for International Roaming shall be the date as agreed by both Parties in written form after successful completion of all necessary network and billing test procedures.

## **Article 3 - DEFINITIONS**

For the purpose of the Agreement the following terms shall have the meanings set forth in their respective definitions below:

3.1 "**Affiliated Company**" of a Party means any other legal entity:

1. directly or indirectly owning or controlling the Party, or
2. under the direct or indirect ownership or control of the same legal entity directly or indirectly owning or controlling the Party, or
3. directly or indirectly owned or controlled by the Party,
4. for so long as such ownership or control lasts.

Ownership or control shall exist through the direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing similar functions.

3.2. "**Agreement**" shall mean this Direct Wholesale Roaming Access Agreement together with the Annexes attached hereto, common or individual.

3.3. "**Effective Date**" shall mean the date as of which both Parties have signed the Agreement by their duly authorized representatives.

3.4. "**Direct Wholesale Roaming Access**" shall mean the making available of facilities and/or services by WIND HELLAS to Operator B under the terms and conditions of the present Agreement for the purpose of the latter providing regulated roaming services to its roaming customers.

3.5. "**GSM Association General Assembly**" shall mean that body of the GSM Association formed by the Members and Associate Members.

3.6 "**GSM Association Permanent Reference Documents**" means a document noted as such by the PSMC to the General Assembly and listed as such by Headquarters on the list of Permanent Reference Documents, which is agreed by the Parties to be included in this Agreement and is specifically set out in the Agreement or in the Annexes.

3.7. "**International Roaming**" or "**IR**" shall mean the provision of Services by WIND HELLAS in respect of which access is granted by Roaming Customers of Operator B through WIND HELLAS' PMN.

3.8. "**Public Mobile Network**" or "**PMN**" shall mean a network that complies with the definition of a GSM network as set out in the Articles of Association of the GSM Association (AA.16) and that also refers to the family of GSM mobile communications systems and future evolutions thereof, e.g. GSM, DCS, PCS, UMTS or its equivalent.

3.9. "**Roaming Customer**" shall mean a person or entity with a valid legal relationship with Operator B, whose contract or arrangement with Operator B permits Union -wide roaming, using on the one hand a GSM SIM (Subscriber Identity Module) and/or a GSM USIM (Universal Subscriber Identity Module) and on the other hand EU numbering resources while roaming on WIND HELLAS' PMN in accordance with the terms and conditions of this Agreement.

3.10. "**Roaming Regulation III**" shall mean 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 (O.J. L 172/10, 30.06.2012), as it is from time to time in force and effect.

3.11. "**Services**" shall mean the minimum set of wholesale roaming services for Operator B to gain Direct Wholesale Roaming Access and any additional services thereto, as these are specified in Annex 2 and may be amended from time to time by the Parties.

3.12. "**Session**" shall mean the time between PDP Context Activation until PDP Context deactivation.

3.13. "**TAP**" shall mean Transferred Account Procedure as defined and described in GSM Association Permanent Reference Documents.

3.14. "**Technical Specifications**" shall mean the technical specifications defined and adopted by 3GPP (Third Generation Partnership Project), including the ETSI technical specifications defined and adopted by 3GPP.

**Article 4 - SCOPE**

4.1. In respect of and subject to their licenses or rights and other national binding regulations, the Parties agree to enter into the present Agreement for the provision by WIND HELLAS of Direct Wholesale Roaming Access Services to Operator B, in order to enable Roaming Customers of the latter to gain access to mobile telecommunications services in the geographic area of the Greek State, where the WIND HELLAS operates a PMN.

4.2. The Parties agree to establish Direct Wholesale Roaming Access, as mentioned above, in accordance with:

1. the terms and conditions of the Agreement;
2. its Annexes, common or individual;
3. relevant Technical Specifications, and
4. the GSM Association Permanent Reference Documents which are agreed by the Parties and specifically set out in the Annexes;

4.3. The Agreement contains the following Annexes, common or individual:

<b>Annex number</b>	<b>Annex name</b>
ANNEX 1	Agreement Management Principles
ANNEX 2	Services
ANNEX 3	Billing and Accounting
ANNEX 3.1	Information on Billing Data
ANNEX 3.2	Settlement Procedure
ANNEX 4	Customer Care Principles
ANNEX 5	Technical Aspects
ANNEX 5.1	Testing
ANNEX 5.2	Security
ANNEX 5.3	Information on Signalling Interconnection and / or IP Connectivity
ANNEX 6	Data Privacy, General Principles
ANNEX 7	Fraud Prevention Procedures
ANNEX 9	Network Extensions
ANNEX 10	Roaming Service Level Agreement
ANNEX 11	WIND Hellas Tariff
ANNEX 12	Contact Points not covered elsewhere in the Agreement

4.4. The Annexes, including the Overview of the Annex Structure, constitute an integral part of the Agreement. In case of discrepancy between different parts of the Agreement the following order of interpretation shall be applied:

- the main body of this Agreement; and
- the Annexes, common or individual

4.5. In case of additional requirements, exceptions and/or contradictions between the Agreement and any Technical Specifications or GSM Association Permanent Reference Documents, the provisions of the Agreement shall prevail.

#### **Article 5 - DURATION**

5.1. This Agreement shall be effective as of the date of its signature and shall remain in full force and effect for one year, starting from the Commercial Starting Date (“Initial Term”).

5.2. If the Initial Term is not terminated by either Party giving the other notice in writing ninety (90) days before the expiration of the Initial Term or as provided elsewhere in the Agreement, this Agreement will be renewed automatically for successive periods of twelve (12) months each time (“the Subsequent Term(s)”), and may be terminated by either Party giving the other a notice of termination ninety (90) days before the expiration date of the respective Subsequent Term(s).

5.3. The starting date for the provision of the Services shall be the date as agreed by both Parties in written form after successful completion of all necessary testing procedures (“Commercial Starting Date”).

#### **Article 6 - SERVICES**

6.1. The Direct Wholesale Roaming Access Services provided by WIND HELLAS are defined in Annex 2, as may be amended from time to time by WIND HELLAS.

6.2. The Services shall only be made available to individual Roaming Customers having valid legal relationships with Operator B.

6.3. WIND HELLAS shall provide the Services in such a way so as to ensure a reasonable quality level, at least equivalent to the level of quality provided by WIND HELLAS to international roaming customers of network operators, with which WIND HELLAS has bilateral IR agreements.

#### **Article 7 – INTERCONNECTION & TESTING**

7.1. The Parties shall interconnect their respective networks at the Points of Interconnection specified in Annex 5.3. Each Point of Interconnection is the boundary between each Party’s respective domain of responsibility under this Agreement. Upon request by either Party, the

Parties shall renegotiate this/these Point(s) of Interconnection and/or the related timetable in good faith with a view to implementing any mutually acceptable modification.

7.2. The interfaces, technical specifications, signalling standards and other technical features of the Interconnection covered by this Agreement shall be defined or developed in accordance with Annex 5.3 ("Technical Specifications"). Unless otherwise specified by the Parties, the provisions of Annex 5.3 shall comply and be interpreted in accordance with any relevant recommendations by ETSI and ITU.

7.3. Upon registering its request for Direct Wholesale Roaming Access Operator B shall provide forecasts of all voice, SMS and data traffic expected by its roaming customers on WIND HELLAS' PMN for the first 12 months after the Commercial Starting Date. Thereafter, Operator B shall provide 12 months period forecasts on a rolling basis of every six months. The traffic forecasts mentioned above shall have as a minimum the information listed in Annex 5.4. Traffic forecasts shall be used by WIND HELLAS for sufficient planning and provision of necessary resources and efficient dimensioning of its service in order to meet relevant capacity requirements.

7.4. After execution of the Agreement and each time an addition or a modification of a Service takes place the Parties shall cooperate together in good faith so as to execute the testing procedures described in Annex 5.1.

7.5. The Parties shall execute the testing procedures referred to above during the time period between the Effective Date of the Agreement or any amendment thereof and the Commercial Starting Date for the provision of the Services ("the Implementation Period").

## **Article 8 - FINANCIAL GUARANTIES**

8.1. Upon signature of the Agreement Operator B shall put at the disposal of WIND HELLAS an irrevocable and unconditional bank guarantee in favour of the latter, which will include at least the clauses set out in Annex 3.3.

8.2. The bank guarantee shall be provided in the form of a Letter of Guarantee (for the Good Performance), issued by a bank operating in Greece by the counter guarantee of a bank abroad or, alternatively, issued by a bank abroad and confirmed by a bank operating in Greece. The duration of the Letter of Guarantee should be at least one year and would be renewed each time for one more year at least one month before its expiration, without any prior notice from WIND HELLAS.

8.3. The criteria for the calculation of the amount of the Letter of Guarantee shall be strictly objective, taking specifically into account (a) Operator B's credibility, (b) the Services' estimated value according to Operator B's forecasts and (c) the estimated implementation cost. Furthermore, after signature the initial amount of the Letter of Guarantee shall be amended as follows:

For the first 3 months after the signature and commercial launch of the Agreement:

- Whether there is a variation greater than 20% or €5.000 between the monthly invoiced amount multiplied by 3 and the guaranteed amount.

Following the first 3 months the evaluation will be held on a quarterly basis according the following rule:

- Average Turnover of the last three months multiplied by 3.

8.4. The minimum amount of the Letter of Guarantee shall be € 10.000.

### **Article 9 – SERVICE LEVEL AGREEMENT**

9.1. WIND HELLAS shall comply with the procedures and provisions of the Service Level Agreement set out in Annex 10.

9.2. If Operator B traffic forecasts have a divergence of 10% or more in relation to the actual traffic of the relevant time period, WIND HELLAS' obligations arising from the present article and Annex 10 shall not apply.

### **Article 10 - CHARGING**

10.1. When a Roaming Customer uses the Direct Wholesale Roaming Access services made available hereunder by WIND HELLAS, Operator B shall be responsible for payment of charges for the said Services.

10.2. Charges for the Services shall be imposed to Operator B according to the tariff of WIND HELLAS as described in the Annexes to the Agreement and amended from time to time.

10.3. Operator B shall not be liable for the payment of charges for chargeable Services provided by WIND HELLAS without Subscriber Identity Authentication as defined in GSM Association Permanent Reference Documents, except to the extent that Operator B actually recovers all charges due in relation to the Roaming Customer. In the case of re-authentication malfunction, procedures are further detailed in Annex 5.2.

### **Article 11 – IMPLEMENTATION OF TAP**

The Parties shall implement TAP according to the provisions set out in the Annex 3.1.

### **Article 12 - BILLING & ACCOUNTING**

The Parties shall implement billing and accounting according to the provisions set out in Annex 3.2.

### **Article 13 – CUSTOMER CARE**

The responsibilities of each Party concerning customer care are described in Annex 4.

**Article 14 - CONFIDENTIALITY**

14.1. The Parties agree that all aspects of the contents of the Agreement shall be treated as Information (as defined below) and no information in respect to the content of the Agreement shall be disclosed without the prior written consent of the Parties except as reasonably necessary to implement the Agreement.

14.2. In addition to the paragraph above, the Parties hereby agree to treat all information exchanged between them (hereinafter referred to as "Information") as confidential and agree not to disclose such Information in any manner whatsoever, in whole or in part except as provided in this Article. The Parties shall not use any Information other than in connection with the discussions between them and any transactions resulting there from, or for the provision of the Services as contemplated herein. The Parties are also entitled to disclose Information to third parties in the context of a possible *bona fide* acquisition or sale of its operations in support of reasonably related due diligence activities in respect thereof, or for the borrowing of funds or obtaining of insurance, in which case any third parties (including lenders or insurance companies) involved in such activities shall be obliged to enter into confidentiality agreements which have the equivalent content as this Article 14 before receiving the Information.

14.3. In addition to the foregoing, the Parties shall also be entitled to share information with Affiliated Companies, directors, agents, professional advisers, contractors, employees or resellers on a need to know basis provided that such Affiliated Companies, agents, contractors, employees or resellers have entered into confidentiality agreements in a form substantially equivalent to and on terms and conditions no less stringent than the terms and conditions set out in this Article. Each Party shall be liable toward the other Party in respect of any unauthorized disclosure of Information made by any other authorized recipients.

14.4. Information and the contents of this Agreement may be transmitted to governmental, judicial or regulatory authorities, as may be required by any governmental, judicial or regulatory authority.

14.5. For the purposes of the Agreement, Information and the contents of this Agreement shall not be considered to be confidential if such Information is:

1. in or passed into the public domain other than by breach of this Article; or
2. known to a receiving Party prior to the disclosure by a disclosing Party; or
3. disclosed to a receiving Party without restriction by a third party having the full right to disclose;  
or
4. independently developed by a receiving Party to whom no disclosure of confidential Information relevant to such Information has been made.

14.6. Each Party agrees that in the event of a breach or threatened breach of the present article, the harm suffered by the other Party would not be compensable by monetary damages alone and, accordingly, in addition to other available legal or equitable remedies, the other Party shall be entitled to apply for an injunction or specific performance with respect to such breach or threatened breach, without proof of actual damages (and without the requirement of posting a



bond or other security) and each Party agrees not to plead sufficiency of damages as a defence.

14.7. The present article shall survive the termination of the Agreement for a period of ten (10) years but shall not in any way limit or restrict a disclosing Party's use of its own confidential Information.

#### **Article 15 – DATA PRIVACY & CONFIDENTIALITY OF COMMUNICATIONS**

15.1. WIND HELLAS' obligations hereunder to transfer information to Operator B shall not apply to the extent that WIND HELLAS is prohibited from doing so by the regulations and laws of Greece applicable to the data protection or confidentiality of communications' applicable legislation of the Greek State.

15.2. Operator B shall be obliged to inform its customers that during roaming, the storage, treatment and transfer of their personal data and electronic communications shall be subject to regulation different from the regulation in their own country and, in particular, subject to Greek laws of data protection and confidentiality of communications, as defined in Annex 6.

15.3. The Parties confirm that they shall comply with the Data Privacy Regulations/Laws applicable in their respective countries. Further Details of Data Privacy aspects are given in Annex 6.

#### **Article 16 – FRAUD PREVENTION**

The Parties shall comply with the procedures and provisions concerning fraudulent or unauthorised use by Roaming Customers set out in Annex 7.

#### **Article 17 – LIABILITY OF THE PARTIES**

17.1. Neither Party shall be liable to the other Party under or in connection with the Agreement except:

- in respect of charges to be paid to WIND HELLAS pursuant to Article 10;
- to the extent of its 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 the amount of 50% of the annual value of the present Agreement in respect of any incident or series of incidents arising within the respective contractual year.

17.2. Furthermore, in no event shall either Party be liable for any consequential damage or loss of whatsoever nature, including but not limited to, loss of profit or loss of business, even if such Party has been advised of the possibility of such loss or damage.

17.3. In no event shall any employee of either Party or of an Affiliated Company be liable to the other Party for any act of negligence or intent under or in connection with the Agreement. Nothing in the foregoing shall in any way restrict the liability of either Party for the actions of its employees.

17.4. Limitation of liability as described in this article shall not apply if damage or loss is caused by a Party's wilful misconduct (including fraud) or gross negligence.

## **Article 18 – SUSPENSION OF SERVICES**

18.1. Notwithstanding anything in the Agreement to the contrary, WIND HELLAS may without liability suspend or terminate all or any of its Services to Roaming Customer(s) in circumstances where it would suspend or terminate those Services to its own costumer(s) and/or roaming customer(s) of third parties, with which the Access Provider has signed bilateral IR agreements, including but not limited to:

1. Roaming Customers using equipment which is defective or illegal; or
2. Roaming Customers causing any technical or other problems on the Access Provider's Public Mobile Network; or
3. suspected fraudulent or unauthorised use; or
4. authentication of the legal relationship not being possible; or
5. maintenance or enhancement of its Public Mobile Network; or
6. possible risk of the integrity of its Public Mobile Network; or
7. suspension by non payment of Operator B; or
8. Bank guarantee not furnished or timely renewed; or
9. Use of services by Operator B for other purpose than the provision of retail roaming services to its retail customers; or
10. any other material breach of the present Agreement by Operator B.

18.2. In case of a proposed suspension of Services to all Roaming Customers, WIND HELLAS shall use commercially reasonable efforts to give a five (5) days written notice to Operator B prior to the suspension taking effect, whereas a shorter notice shall apply in cases where it is justified by the urgency of the circumstances related to the suspension for the protection of WIND Hellas lawful interests. If the suspension continues for more than six (6) months, Operator B shall have the right to terminate the Agreement with immediate effect by written notice.

18.3. Furthermore, Operator B has the right at any time, for technical reasons, without liability but upon detailed written notice to WIND HELLAS, to suspend access to the Services to its Roaming Customers. Alternatively, if it is technically more practicable Operator B may require that WIND HELLAS suspends all of its Services to Roaming Customers of Operator B. WIND

HELLAS shall use commercially reasonable efforts to comply with such requirement within seven (7) calendar days after receipt of the said notice.

18.4. The Parties agree that the suspension shall be removed as soon as the reason for the suspension has been overcome by WIND HELLAS or Operator B as the case may be.

#### **Article 19 – FORCE MAJEURE**

19.1. Non-performance of either Party's obligations pursuant to the Agreement or delay in performing same (except with respect to the payment of charges applicable hereunder) shall not constitute a breach of the Agreement if, and for as long as, it is due to a force majeure event, including, but not being limited to, governmental action, or requirement of regulatory authority, lockouts, strikes, shortage of transportation, war, rebellion or other military action, fire, flood, natural catastrophes, or any other unforeseeable obstacles that a Party is not able to overcome with reasonable efforts, or non-performance of obligations by a sub-contractor to a Party pursuant to any of the aforementioned reasons. The Party prevented from fulfilling its obligations shall on becoming aware of such event inform the other Party in writing of such force majeure event as soon as possible. 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.

19.2. If the affected Party fails to inform the other Party of the occurrence of a force majeure event as set forth in the paragraph above, then such Party thereafter shall not be entitled to refer such events to force majeure as a reason for non-fulfilment. This obligation does not apply if the force majeure event is known by both Parties or the affected Party is unable to inform the other Party due to the force majeure event.

#### **Article 20 – TERMINATION OF THE AGREEMENT**

20.1. Without prejudice to any right of termination under any other provisions of this Agreement and its Annexes, this Agreement may be terminated as follows:

1. by mutual agreement of the Parties; or
2. 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 ten (10) days of receipt of a written notice to such effect;
3. by one of the Parties, with immediate effect, when 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 within thirty (30) days of receipt of a written notice to such effect; or
4. by WIND HELLAS, when an unacceptable level of unauthorized use occurs and the Operator B is not capable of remedying such unauthorized use within ten (10) days of receipt of the written notice to such effect; or

5. immediately, in the event that an order to one of the Parties by a competent public authority revoking or denying renewal of the license(s), authorisation(s) or permission to execute its obligations or operate any services under the Agreement, takes effect.

20.2. If WIND HELLAS exercises its right to terminate the Agreement according to cases 2 - 5 above, then the latter reserves the right to use part or whole of the bank guarantee as stated in article 8, in order to cover any damages or losses, monetary or otherwise, suffered from breach, non – execution or termination the Agreement.

20.3. In any case, termination of the Agreement shall not be deemed as a waiver of a breach of any term or condition of this Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination.

### **Article 21 – CHANGES TO THE AGREEMENT & ITS ANNEXES**

21.1. Any modifications to the Agreement and/or its Annexes shall be valid only if made in writing and signed by duly authorized representatives of both Parties hereto.

21.2. Notwithstanding paragraph 21.1, in each case that the Agreement needs to be modified in order to be in line with changes in the relevant European Community Regulations or with a relevant decision by the Hellenic Telecommunications and Post Commission, WIND HELLAS shall be entitled to proceed to the necessary modifications by giving Operator B thirty (30) days prior written notice before their coming in force, unless a shorter term is provided under the law.

21.3. Notwithstanding paragraph 21.1, WIND HELLAS shall be entitled to vary its tariff stated in the Annex 11 or subsequent variation thereof. In the case of scheduled changes (as described in BA.27) WIND HELLAS shall give sixty (60) days written notice of any variation to its tariff and the new change shall take effect on the first day of the month following the expiration of the sixty (60) day notice period. In the case of unscheduled changes WIND HELLAS shall use all reasonable endeavours to give adequate notice of such changes and the new change shall take effect on the first day following the expiration of the notice period given. Any variation in the tariff shall be deemed to be incorporated into the Agreement. The right of WIND Hellas described in the present paragraph shall not prejudice Operator B's right not to accept tariffs below those regulated under the law.

21.4. Without prejudice to the foregoing, Operator B shall have the right to make a reasonable request to the WIND HELLAS on the implementation of new methods or services of roaming access by serving notice, which will set out in detail the changes sought. Within sixty (60) days after receipt of the request WIND HELLAS shall give to Operator B notice of its views on the proposed implementation of such new services or change of existing services of the Agreement. Following this notice the Contracting Parties shall review the Agreement in good faith, freely negotiate on business terms and agree on its amendment.

### **Article 22 – DISPUTE RESOLUTION, APPLICABLE LAW & JURISDICTION**

22.1. The Parties agree to seek to resolve any dispute arising out of the Agreement in accordance with the following escalation procedures before commencing the arbitration procedures described below:

The Contact Persons of both Parties shall work in good faith to try to resolve the dispute within thirty days from the date that a Party first gives notice that a dispute has occurred.

If the Contact Persons fail to reach an agreement on the dispute within thirty days, the dispute shall be referred to more senior persons within the respective companies who shall try to resolve the dispute within a further thirty-day period. If no resolution is found each Party is entitled to commence the arbitration proceedings described below.

Any claims for dispute by each of the Parties shall be made in writing and submitted within three (3) months after the accrual of the claim (i.e. the initial traffic period in question), to the other Party for a written decision.

Any claim for dispute will not affect the conduct of the regular monthly settlement of invoices as described in Annex 3.2.

22.2. The interpretation, validity and performance of this Agreement shall be governed in all respects by the laws of Greece and any competent Greek authority's applicable decisions and /or regulations without reference to their conflict of laws principles.

22.3. For any dispute, controversy or claim arising out of or relating to this Agreement, the Parties shall first endeavour to reach an amicable settlement. If no such settlement is achieved within a reasonable period of time then the Parties submit to the exclusive jurisdiction of the competent Courts of Athens, Greece.

### **Article 23 – MISCELLANEOUS**

23.1. The commitment of the Parties hereto shall be subject to all applicable laws and/or regulatory requirements, present and future, of any governmental or regulatory authority having jurisdiction over the Parties hereto, as well as any valid order of a court of competent jurisdiction.

23.2. All notices, information and communications required under the Agreement shall be given as described in Annex 1.

23.3. Nothing in this Agreement shall create or be deemed to create any joint venture, principal-agent or partnership relationship between the parties and neither party shall indicate in its advertising or otherwise in any manner or imply any such relationship with the other.

23.4. Except as expressly provided herein, neither Party may assign, sub – licence, transfer or otherwise dispose of any of its rights or any of its obligations under the Frame Agreement or any part thereof without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any assignment in violation of the foregoing shall be null and void.

23.5. The Parties hereby acknowledge the importance of combating and preventing bribery and to that end both Parties agree to comply fully with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption.

**Article 24 – FINAL PROVISIONS**

24.1. This Agreement along with all of its Annexes contains the whole agreement between the parties relating to its subject matter and shall supersede any and all promises, representations, warranties, undertakings, statements, whether written or oral made by or on behalf of each Party to the other of any nature whatsoever, prior to the date of signature of this Agreement.

23.2. Failure by any Party at any time or times to require performance of any provisions of the Agreement shall in no manner affect its rights to enforce the same, and the waiver by any Party of any breach of any provisions of the Agreement shall not be construed to be a waiver by such Party of any succeeding breach of such provision or waiver by such Party of any breach of any other provision hereof.

24.2. If any part of the Agreement or any Annex hereto is held to be invalid or unenforceable, such determination shall not invalidate any other provision of the Agreement or Annexes hereto; and the Agreement shall be construed and given effect as if the invalid, illegal or unenforceable provision had been deleted and replaced with a provision with a similar economic effect to that intended by the Parties, if such an effect can be achieved by another clause.

24.3. Neither Party's failure to enforce any provision of this Agreement, or to exercise any right in respect thereto, shall constitute, or be deemed to constitute a waiver of its right to enforce the same or any other provision to exercise the same or any other right. Furthermore, any possible delay in taking or apparent lack of action by either of the Parties, concerning the exercise of rights acquired under the present Agreement, shall not be deemed as a silent renunciation of such rights.

IN WITNESS WHEREOF THIS AGREEMENT has been entered into the day and year written below.

Duly authorized to sign for and on behalf

**WIND Hellas Telecommunications S.A.**

Name : George Rallis

Title : Chief Financial Officer

Date :

Duly authorized to sign for and on behalf

**[Operator B]**

Name :

Title :

Date :

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Confidential Agreement

Signature & Company Seal

Signature & Company Seal

## **Annex 1 - NOTICES**

All notices, information and communications required under this Agreement shall be given in writing and be in the English language and shall be sent either by mail, or preferably secure email to the addresses indicated in Annex I.11.

Each Party specifies only one contact point for exchange of updates to the Agreement.

### **Revision Procedure**

The right to amend or vary the terms of any Annex or Addenda is set out in this Agreement.

All updates to the Annexes shall be exchanged by mail or courier.

### **Effective Dates**

Each revision shall be clearly identified by its Revision date.



## Annex 2 – SERVICES

### **A. WIND HELLAS shall offer to Operator B the following minimum set of Wholesale Roaming Services under the terms and conditions of the present Agreement:**

- Wholesale Roaming Call Services: (a) the provision of roaming voice telephony calls made by Roaming Customers of Operator B, which originate on WIND HELLAS' network, on public communications networks within the European Union and (b) provision of roaming mobile voice telephony calls received by Roaming Customers of Operator B on WIND HELLAS' network, which originate on public communications networks within the European Union.
- Wholesale Roaming SMS Messaging Services: (a) the provision of SMS messages sent by Roaming Customers of Operator B, which originate on WIND HELLAS' network, on public communications networks within the European Union and (b) the provision of SMS messages received by Roaming Customers of Operator B ~~on~~ while roaming on WIND HELLAS network, which originate on public communications networks within the European Union;
- Wholesale Data Roaming Services: the provision of Roaming services enabling the use of packet switched data communications by Roaming Customers of Operator B by means of their mobile device while it is connected to WIND HELLAS network, including the transmission and receipt of MMS messages.

The minimum set of Wholesale Roaming Services and the relevant frequency bands and mobile communication technologies offered are specified as follows:

MINIMUM SET OF SERVICES	AUTHENTICATION			RAN		
	SIM	USIM	EAP-SIM	GSM	UTRAN (UMTS)	WLAN
CIRCUIT SWITCHED Services						
Telephony	X	X	N/A	X	X	N/A
Emergency Calls	X	X		X	X	
Short Message Service MT/PP	X	X	N/A	X	X	N/A
Short Message Service MO/PP	X	X	N/A	X	X	N/A
Automatic facsimile gr. 3	X	X	N/A	X	N/A	N/A
Asynchronous Data	X	X	N/A	X	X	N/A
Synchronous Data (This is the relevant bearer for CS Video Telephony)	X	X	N/A	N/A	X	N/A
PACKET SWITCHED Services (Note: This Includes GPRS)	X	X		X	X	
CAMEL PHASE 1	X	X		X	X	N/A

AVAILABLE TECHNOLOGIES	Frequency Bands											Additional frequencies added here
	450	700	710	850	900	1700	1800	1900	2100	2400	5000	
GSM					X		X					
UTRAN									X			
WLAN												
Additional Technologies added here												

B. Furthermore, WIND HELLAS shall offer to Operator B the following additional Wholesale Roaming Services under the terms and conditions of the present Agreement:

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ADDITIONAL SERVICES	AUTHENTICATION			RAN		
	SIM	USIM	EAP-SIM	GSM	UTRAN (UMTS)	WLAN
Voice Messaging			N/A			N/A
Alternate speech and facsimile gr. 3			N/A		N/A	N/A
Calling line identification presentation (CLIP)	X	X		X	X	N/A
Calling line identification restriction (CLIR)	X	X		X	X	N/A
Connected line identification presentation (CoLP)						N/A
Connected line identification restriction (CoLR)						N/A
Calling Name Presentation (CNAP)						N/A
Call forwarding unconditional (CFU)	X	X		X	X	
Call forwarding on mobile subscriber busy (CFB)	X	X		X	X	N/A
Call forwarding on no reply (CFNRy)	X	X		X	X	N/A
Call forwarding on mobile subscr. Not reachable (CFNRc)	X	X		X	X	N/A
Call waiting (CW)	X	X		X	X	N/A
Call hold (HOLD)	X	X		X	X	N/A
Multy party (MPTY)	X	X		X	X	N/A
Closed user group (CUG)						N/A
Completion of Calls to Busy Subscribers						N/A
Call Deflection						N/A
Explicit Call Transfer						N/A
Barring of all outgoing calls (BAOC)	X	X		X	X	N/A
Barring of all outgoing international calls (BOIC)	X	X		X	X	N/A
Barring of all outgoing international calls except (BOIC-ex HC)	X	X		X	X	N/A
Barring of all incoming calls (BAIC)	X	X		X	X	N/A
Barring of all incoming calls when roaming outs. Operator BOperator (BAIC-Roam)	X	X		X	X	N/A
User to User Signalling (UUS)	X	X		X	X	N/A
USSD /MO	X	X		X	X	N/A
USSD /MT (i.e. network initiated)						N/A
EMLPP (Enhanced Multi-Level Procedure and Pre-emption)						N/A
NETWORK FEATURES						
HSCSD Assymmetric	X	X	N/A	X	X	N/A
HSCSD Symmetric	X	X	N/A	X	X	N/A
ECSD			N/A			N/A
EDGE			N/A			N/A
UDI			N/A			N/A
HSDPA	X	X	N/A	X	X	N/A

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HSUPA			N/A			N/A
<b>ADDITIONAL NETWORK FEATURES</b>						
Multicall						N/A
LCS	X	X		X	X	

<b>Local Services of WIND HELLAS</b> the Access Provider indicates what local services are supported	<b>Short Code</b>	<b>Long Code (Optional)</b>
Free of charge: Pan-European Emergency number	112	
WIND Online Catalogue	11818	
Tourist police	171	
The single EU hotline number for missing children	116000	

The implementation of all the Services included in this Annex shall be in accordance with the Technical Specifications with the exception of Public Mobile Network specific deviations and/or chosen options agreed by both Parties during the testing phase.

**Annex 3 – FINANCIAL GUARANTEES, BILLING AND ACCOUNTING**

Billing and Accounting relating to the Agreement shall come into effect as from the Commercial Starting Date.

**Annex 3.1 - INFORMATION ON BILLING DATA**

Information on billing that is not explicitly stated in ANNEX 3.1.2 is exchanged on TAP.

### **Annex 3.1.1 - INFORMATION ON TAP**

The implementation of the TAP necessary to provide Services shall be in accordance with the GSM Association Permanent Reference Documents.

#### **Data Exchange Procedure**

Interchange of TAP records shall be performed by Electronic Data Interchange (EDI).

The TAP currency will be SDR.

Transfer shall be within the standard timescale and the standard frequency as defined in the GSM Association Permanent Reference Documents.

For the time being the transfer schedules for WIND HELLAS shall be: daily

Any changes in the exchange frequency shall be agreed before implementation.

When no charging data are available Notification files will be sent.

EDI Address as well as Contact Points for enquiries and complaints are defined in Annex I.3.2.

#### **Fallback Procedure**

In case of EDI failures or delays in EDI transfer the fallback procedure shall come into effect as specified by TADIG in GSM Association Permanent Reference Documents.

The fallback procedure as specified by TADIG will only be used in exceptional circumstances and the method of transfer shall be as follows: CD-Roms.

Where there is a delay in the sending of the billing files, according to the agreed fallback procedure then the Operator B shall be immediately advised.

Addresses for sending the billing files according to the fallback procedure as well as Delivery Notes and Contact Points for enquiries and complaints are defined in Annex I.3.2.

The use of the fallback procedure does not change the liability as defined under Data Exchange Procedure above.

#### **Changes in the time schedules**

Any changes in the time schedules concerning the exchange of billing files shall be agreed before implementation.

#### **Data Clearing House**

In case of using Data Clearing House for data interchange, the responsibilities of WIND HELLAS remain as they are defined by the GSM Association and in Permanent Reference Documents.

**Annex 3.1.2 - INFORMATION ON BULK**

The implementation of the Bulk Data transfer for SMS Interworking shall be in accordance with the GSM Association Permanent Reference Documents with the exception of Public Mobile Network specific deviations and/or chosen options agreed by both Parties during the testing phase.



### **Annex 3.2 - SETTLEMENT PROCEDURE**

The Settlement Procedure in this Annex applies to financial transactions involving roaming traffic from start of the traffic period commencing by the Commercial Starting Date.

WIND HELLAS shall prepare a monthly invoice for calls registered during the invoice period made by the visiting Roaming Customers of Operator B.

The invoice period shall in general be a calendar month. However, a single transfer covering a month end shall not be divided between two invoices. The invoice has to be sent by the **15th** of the following month at latest. In case of missing invoice or late receipt of the invoice, the payment must be done in fifteen (15) days from the receipt day.

WIND HELLAS will issue as appropriate credit notes and correction invoices to compensate for agreed changes to or agreed errors in the basic invoices. Netting procedure will be followed between invoice settlement and credit notes, if any. The threshold amount for issuing the Credit Note by WIND HELLAS to compensate Operator B is **50** SDR. In any case, a Credit Note shall be issued at least once a year before the year-end if appropriate.

Claims for credit may be notified at any time up to three (3) months after the elements causing the dispute were made available to WIND HELLAS in accordance with PRD BA.01.

#### **Direct Full Payment with Currency Conversion**

The invoice amount shall be paid by Operator B in Euro, as calculated from the SDR amounts as indicated on the invoice.

The conversion method from SDR into the currency of payment is defined in PRD BA.11.

Payment by Operator B shall be made within 30 days from the date of the invoice with the later date.

If Operator B does not pay the clearing balance by the due date for payment then WIND HELLAS shall charge its normal interest rate on the overdue amount from the due date for payment until payment is made.

The normal interest rate for WIND HELLAS is:

3% per annum above the 3-month EURIBOR Rate for both parties

Roaming invoices are available for download in PDF format from our electronic invoicing area. To access the dedicated area with a unique username and password you need to fill in and return to WIND HELLAS the below form:

E-Bill Form	Operator B
<b>*User First Name and Last Name:</b>	.....
<b>*Company full name of legal entity has to be given (including Ltd, SA, and any other legal extension)</b>	.....
<b>Profile to be assigned:</b>	.....
<b>*User e-mail address ( Needs to be professional and clearly associated to the company from which access is requested)</b>	.....
<b>User phone number(Professional number)</b>	.....
<i>*mandatory fields</i>	

Changes in time schedules concerning the shipment of invoices shall be communicated to Operator B two months before implementation at the latest.

All enquiries and complaints concerning international invoicing shall be done through points of contact as defined in Annex I.3.3.

Operator B shall pay any Value Added Tax (VAT) or other similar tax in accordance with the laws of Greece. The application of VAT is defined in Annex I.3.4.

**Bank Charges**

Where bank charges occur, any such expenses imposed by Operator B’s bank(s) including intermediate and correspondent banks used by Operator B to make the payment, shall be borne by Operator B.

Expenses imposed by WIND HELLAS bank(s), including payment expenses imposed by intermediate and correspondent banks used for receipt of the payment by WIND HELLAS, shall be borne by Operator B.

In the case where Operator B pays in a different currency than agreed in the applicable Annex or pays to the wrong bank account, Operator B shall bear full responsibility for the execution of the relevant payment to WIND HELLAS and for any extra cost.



## **Annex 4 - CUSTOMER CARE PRINCIPLES**

### **General**

If for any reason a Roaming Customer needs customer support, the latter should contact the customer care services of Operator B while roaming in the Public Mobile Network of WIND HELLAS. If a Roaming Customer contacts the customer care services of WIND HELLAS, they shall be redirected to the customer care services of Operator B.

### **Roaming Information**

Roaming information (including changes of such information), like coverage maps, service levels and Services (including their date of implementation and tariffs), shall be sent to the contact point defined in Annex I.4.1.

Changes in Emergency Service, Customer Service, Directory Enquiry numbers, and Tariffs shall be exchanged in accordance with the provisions of the Agreement.

Operator B shall inform its own Roaming Customers about roaming in the Access Providers Public Mobile Network.

### **Public Mobile Network Faults**

In the event of a perceived Public Mobile Network fault a Roaming Customer should contact the customer care services of Operator B while roaming in the Public Mobile Network of WIND HELLAS. The customer care services of Operator B will provide the first point of contact but may refer the Roaming Customer to WIND HELLAS' Customer Care Services if appropriate.

In the event that the customer care services of Operator B have a query concerning potential faults of WIND HELLAS' Public Mobile Network, then the customer care services shall contact the contact point defined in Annex I.4.1.

Frequently arising faults in the Public Mobile Network or Services of WIND HELLAS experienced by Roaming Customers and indicated to Operator B shall be reported to WIND HELLAS' contact point defined in Annex I.4.1.

**Annex 5 - TECHNICAL ASPECTS**

Technical aspects concerning both the pre-commercial and commercial phases of the Agreement are dealt with in the Annexes to follow.

## **Annex 5.1 - TESTING**

### **Certification of testing**

WIND HELLAS shall send Completion Certificates confirming the successful execution of IREG tests which includes testing of the TAP procedures according to the Test Specifications of GSM Association Permanent Reference Documents. Both Parties shall confirm the successful execution of TADIG tests.

### **Testing of Service availability**

WIND HELLAS agrees to perform relevant tests of service availability, according to the IREG and TADIG Test Specifications, every time a major change which has an impact on International Roaming and SMS Interworking.

### **Testing SIM and/or USIM-Cards**

#### **General**

Operator B will make the bilaterally agreed number of test SIM and/or USIM-cards available to WIND HELLAS under the following conditions:

Send test SIM and/or USIM-card(s) as agreed bilaterally in a written notice without any activation fee or any subscription fee. WIND HELLAS will be treated as a Roaming Customer of Operator B.

All necessary information concerning the SIM and/or USIM-card(s), i.e. IMSI, MSISDN, PIN, PUK, shall be forwarded to WIND HELLAS as well.

The SIM and/or USIM-card(s) remain in the property of the Wholesale Roaming Access Provider.

The test SIM and/or USIM-card(s) shall only be used in WIND HELLAS Public Mobile Network for the purpose of testing of International Roaming functions.

TAP-data for traffic generated by these test SIM and/or USIM-card(s) shall be included in the normal billing and accounting procedures and thereby also invoiced by WIND HELLAS.

None of the above shall be construed to allow reselling the SIM and/or USIM-card(s) or in any other way forward the SIM and/or USIM-card on conditions that could be negative for WIND HELLAS.

### **Tests before the commercial start of roaming services (pre-commercial roaming phase)**

As a general principle, it is agreed that WIND HELLAS using test-SIM and/or USIM-card(s) will not receive a payable bill from the issuing Operator B for the test calls made in the Public Mobile Network under test. TAP-data and bills will only be sent for test purposes.

Unless otherwise agreed, it is the sole responsibility of WIND HELLAS to block Roaming Customers of Operator B during the pre-commercial phase and in no case the Operator B has to bear the costs incurred by its customers roaming in WIND HELLAS Public Mobile Network.

### **Tests during the commercial roaming phase**

As a general principle it is agreed that during the commercial roaming phase the usage of these SIM and/or USIM-card(s) is fully chargeable for traffic charges. Operator B shall therefore have the right to send a (single) bill to WIND HELLAS for the traffic generated by the exchanged SIM and/or USIM-card(s), however, only if the amount exceeds the bilaterally agreed non chargeable value. The amount charged is only the amount exceeding the non chargeable value calculated on a monthly basis. The non chargeable monthly value for the total of test SIMs is 70€ (euro).

The tariff used will be the Wholesale Tariff of WIND HELLAS. The payment shall be done according to the provisions set out in Annex 3.2. The invoice regarding test SIM and/or USIM-card(s) shall be sent to the address defined in Annex I.3.3.

In the event that WIND HELLAS has a query concerning the Operator B test SIM and/or USIM-card(s), then WIND HELLAS shall contact the contact point defined in Annex I.5.1.

### **Calls made outside WIND HELLAS network during pre-commercial or commercial roaming phase**

All costs occurring for calls made with test SIM and/or USIM cards issued to WIND HELLAS outside WIND HELLAS network will be charged by Operator B. Operator B has the right to decide how to charge this usage of test SIM and/or USIM cards.

The tariff used will be WIND HELLAS wholesale tariff. Operator B will attach an itemised bill to the invoice for control purposes. The payment shall be done according to the provisions set out in Annex 3.2. The invoice regarding test SIM and/or USIM-card(s) shall be sent to the address defined in Annex I.3.3.

Using best endeavours, Operator B will inform WIND HELLAS and bar the test SIM and/or USIM card(s) being used outside WIND HELLAS Network.

WIND HELLAS is fully liable for all call costs as detailed above, damages and costs (as limited by this agreement) incurred by misuse of test SIM and/or USIM cards outside WIND HELLAS for the first 180 calendar days or until it is informed by Operator B, whichever is the smaller.

### **Lost or stolen test SIM and/or USIM cards**

In the event that the WIND HELLAS determines it is no longer in possession of Operator B Test SIM and/or USIM cards, WIND HELLAS must immediately notify Operator B in written form and request the missing card(s) to be deactivated. Once sufficient notification has been delivered to Operator B, the liability of WIND HELLAS ceases for all further usage on the missing cards(s) which occurs beyond the date of notification. However, the burden is on WIND HELLAS to provide sufficient proof that adequate notification was given to Operator B.

## **Annex 5.2 - SECURITY**

Security functions of the individual Parties are specified in here and any other PRD documents.

### **Authentication**

The Parties agree to implement Customer Identity Authentication for Roamers on their network. The purpose and mechanism for authentication are described in GSM 02.09 and in GSMA PRD SG.15.

The Parties agree that authentication shall be performed as specified below:

- For roamed customers (at the commencement of GSM service or 3G service) authentication is to be performed at every occasion of:
- Network access using IMSI
- Location updating involving VLR change
- Network access for at least 1 in 1 mobile originated and terminated call set-ups (incl. SMS) for WIND HELLAS.

(The value of x needs to be agreed by the Parties but should be less than 10)

- Supplementary service operation outside call
- Cipher key sequence number mismatch

If GPRS is supported, authentication is also to be performed at every occasion of:

- GPRS attach
- routing area updating involving SGSN change
- PDP context activation
- P-TMSI (P- Temporary IMSI) signature mismatch, if P-TMSI signature is used
- P-TMSI signature not inserted in a Attach Request or Routing Area Update Request

### **Authentication during a malfunction of the network**

The Parties agree that if an MS is registered and has been successfully authenticated, whether active or not active on a call, calls are permitted (including continuation and handover).The Home PMN will receive the charge.



If an MS attempts to register or re-register and cannot be successfully authenticated due to the network malfunction, calls are not permitted.

If an MS has already been registered on the network, and has already been authenticated, and cannot be successfully re-authenticated due to network malfunction (e.g. Operator B was not able to provide authentication pairs RAND, SRES),

the Parties agree that calls are not permitted and that Operator B will not receive any charges.

### **Annex 5.3 - INFORMATION ON SIGNALLING INTERCONNECTION AND/OR IP CONNECTIVITY**

The implementation of the Signalling Protocols and/or Inter-PLMN backbone (as defined in IREG PRDs) shall be in accordance with the Technical Specifications and relevant GSM Association Permanent Reference Documents with the exception of Public Mobile Network specific deviations and/or chosen options agreed by both Parties during the testing phase.

The technical information relevant for International Roaming or SMS Interworking shall be exchanged between the Parties as part of IREG testing procedures and IREG PRDs.

Each Party agrees to adhere to the processes set out in PRD IR.21, Article 4: Procedures for Updating the Database, when making changes in the numbering and addressing information with an impact on International Roaming or SMS Interworking.

**Annex 5.4 – TRAFFIC FORECASTS**

The traffic forecasts provided by Operator B shall include at least the following information:

<b>Annual Forecasted Traffic</b>			
<b># Roamers</b>	<b>Duration (Mins OG)</b>	<b>Events (SMS/MO)</b>	<b>GPRS (MB)</b>

## **Annex 6 - DATA PRIVACY**

WIND Hellas is subject to compliance with the data protection or confidentiality of communications' laws and regulations of the Greek State. Indicatively, these include:

- The data protection legal framework (Acts no. 2472/1997, 3471/2006, 3783/2009, 3917/2011 along with the relevant Presidential Decrees and Ministerial Decisions), as each time in force and effect, and the regulations and decisions of the Greek Data Protection Authority.
- The legal framework for the confidentiality of communications (Acts no. 2225/1994, 3115/2003, Greek Criminal Code and Code of Criminal Procedure along with the relevant Presidential Decrees and Ministerial Decisions), as each time in force and effect, and the regulations and decisions of the Greek Authority for the Protection of the Confidentiality of Communications.

## **Annex 7 - FRAUD PREVENTION PROCEDURES**

The Parties shall implement fraud prevention procedures as specified by the GSM Association within BARG Binding PRD BA.20.

Both Circuit Switched (CS) Services and Packet Switched (PS) Services will be provided in the TD 35 files.

Both Parties agree that the implementation of the NRTRDE procedure will begin on a date mutually agreed by the Parties in writing, through a Commercial Launch Letter, signed by both parties (such date being the "NRTRDE Date").

The parties shall send HUR until NRTRDE is implemented respectively.

The liability to the present HUR process will still be applicable until NRTRDE is implemented by both parties, even in the case of B.A.20 update by the GSMA from time to time.

## Annex 8 - NETWORK EXTENSIONS

### Scope

This Annex is an addendum to the existing Wholesale Roaming Access Agreement between **<Roaming Hubbing Provider><TADIG Code/s>** and **< Operator B><TADIG code/s>** (hereinafter referred to as the “Agreement”) when a National and/or International Network Extension is implemented by **<Access Provider name>** for the provision of Services to Roaming Customers of **< Operator B>** through the Client Operator(s) (listed in Attachment A) operating a Public Mobile Network.

The Parties hereby agree the following:

- The **<Access Provider>** in all circumstances is responsible to **< Operator B>** for the adherence by the **<Client Operator>** to the provisions of the Agreement.
- The **<Access Provider>** is the single point of contact for the **< Operator B>**
- The **<Access Provider>** shall provide the information required by the **< Operator B>** for implementation of the National and/or International Network Extension.

Parties shall agree in writing, prior to implementing any additional National and/or International Network Extensions.

The Parties shall have the right to suspend and/or terminate an individual National and/or International Network Extension in accordance with Articles 14 and 17 of this Agreement. This suspension and/or termination shall not affect the existing Agreement.

This Annex supersedes any written or verbal agreement between the Parties with respect to this subject matter.

The services provided to the Operator B through the use of a National and/or International Network Extensions shall be set out in the launch letter. Additional launch letters shall be used for the provision of additional services in accordance with this Annex

**ATTACHMENT "A"**

**CLIENT OPERATOR'S SPECIFICATIONS**

*[Please complete the table below]*

<b>Client Operator</b>	<b>Client Operator TADIG code/s</b>	<b>Country of Operation</b>

Hereinafter referred to as the "**Client Operator**".

When roaming through **Client Operator**, the following deviations and /or amendments to the AA.13 Common Annexes of the Agreement apply: .....

## Annex 10 – SERVICE LEVEL AGREEMENT (SLA)

### 1. Introduction

This Annex describes the Key Performance Indicators (KPIs) and the Service Level Agreement (SLA) that shall govern the delivery of the Services provided under this Offer.

### 2. Monitored Network and Service Performance KPIs

The list of KPIs that shall be monitored under the scope of this agreement and their relative definition, are presented at the below table:

KPI	Description
2G & 3G-Mobile Voice Service Accessibility (%)	Represents the probability that a subscriber has to access the 2G or 3G Wind Hellas Network for Voice Service without experiencing any problems, provided that the subscriber is in the network coverage area.
2G & 3G - Mobile Voice Service Call Retainability Rate (%)	Represents the probability that a subscriber has to retain a Mobile Voice Call when it is served by either the 2G or 3G Wind Hellas network.
Mobile Broadband Accessibility (%)	Represents the probability that a subscriber has to establish a Mobile broadband session (HSDPA call).
Mobile Broadband Session Retainability Rate (%)	Represents the probability that a Mobile Broadband Session (HSDPA call) will be retained in WIND HELLAS 3G network according to the desire of the subscriber.

### 3. Service Levels and KPIs Measurements

#### 3.1 KPIs Measurement Process

The KPI definitions (i.e. information source, formula, measurement method) for the Network and Service Performance KPIs will be according to Wind Hellas current practice.

#### 3.2 Service Levels

The Monthly Service Level Objectives along with the Minimum Monthly Acceptable Level on a Network level for each of the Monitored KPIs are presented at the below table:



KPI	Monthly Service Level Objective	Minimum Monthly Acceptable Service Level
2G & 3G-Mobile Voice Service Accessibility (%)	99,2%	98,7%
2G & 3G - Mobile Voice Service Call Retainability Rate (%)	98,8%	98,3%
3G - Mobile Broadband Accessibility (%)	99,0%	98,5%
3G - Mobile Broadband Session Retainability Rate (%)	99,4%	98,9%

The Minimum Monthly Acceptable Service Level is calculated according to the following formula:

$$\text{Minimum Monthly Acceptable Service Level} = \text{Monthly Service Level Objective} - 0.5\% \times \text{Monthly Service Level Objective}$$

Wind Hellas keeps the right to change the set of Monitored KPIs and the relative Service Level Objectives according to the new technology introduced, and the new experience gained from the monitoring of the quality of the offered services.

### 3.3 Exemption Events for Penalties related to Service Levels and KPIs

Wind Hellas shall be exempted and relieved from penalties and liabilities associated with SLAs and KPIs in case of the following Exemptions Events:

1. Force Majeure
2. Planned network down time, maintenance and/or engineering works.
3. National or regional power system outages.
4. Regulatory changes that may materially impede Wind Hellas ability of provisioning the Services or seriously impact network quality (i.e. frequency re-allocation)
5. Problems beyond Wind Hellas control, caused by :
  - Unforeseen circumstances such as riots, vandalism, destructions
  - Operator B responsibility (eg. such as excessive amount of traffic caused by specific roaming partner subscribers).
  - Non Wind Hellas or its authorized personnel actions
  - External interferences caused by other wireless systems or other sources than Wind Hellas Network

- Action or omission of action of an interconnected international carrier.

6. Problems caused by substantial traffic deviations from the traffic model used by Wind Hellas (i.e. actual traffic distributions overshoot or burst over 20% above the designed network capacity)
7. The Operator B has not provided accurate traffic forecasts (10% deviation)
8. The Operator B has not fulfilled its obligations as these are described in the present document (e.g. pending invoices that have been expired, bank guarantee not renewed etc)

Should an Exemption Event from 1 to 7 above occurs, Wind Hellas performance measurement data (i.e. KPI/SLA statistics data) that had been affected by the Exemption Event, for the period of the event(s), shall be excluded from the KPI calculation for the Purposes of the related penalty calculations related to the affected KPI(s).

For the avoidance of doubt, KPIs will be measured and reported by including both the full impact of the exemption events as well as without the impact of the exception events when such an event occurs.

### 3.4 Service Levels and KPIs Reporting

All KPIs shall be reported on a monthly basis. The report should be created and distributed to the Operator B by the 10th business day of the next month.

### 3.5 Compensation Fees

Penalties might be applied on a monthly basis, if the Monthly Value of one or more KPIs on a Network level drops below the corresponding Minimum Monthly Acceptable Service Level of the specific KPI(s).

The compensation fee shall be calculated as follows:

1. For every 1% below the Monthly Minimum Acceptable Level the compensation fee shall be 0.2% of the Monthly Fee.
2. In case that more than one of the KPIs Service Levels have been violated within the same month, the compensation fees for each KPI shall be calculated, and the Final applied compensation fee shall be the **maximum** between the individual KPIs compensation fees.
3. The Final Compensation Fee shall not supersede the 10% of the monthly fee of the month where the KPI violation has been occurred.

The compensation fee will be deducted by Wind Hellas from the invoice of the services corresponding to the month where the SLA violation occurred.

### **3.6 Other Terms**

Additionally, both Parties confirm that their IR.21 documents are up-to-date, i.e. all technical and routing information and contact details for troubleshooting and escalation are correctly presented.

Both Parties agree that some of the test SIM cards can be used for active QoS monitoring purposes provided that the usage will be rational. Wind Hellas keeps the right to bar without any prior notice specific cards that deemed to be used in an irrational way.

## **Annex 11 – ROAMING PROVIDER SERVICES, TARIFFS & OTHER INFORMATION**

WIND HELLAS shall offer to Operator B for the minimum set of Wholesale Regulated Roaming Services, the regulated rates.

The rest of services, including tariffs non regulated, will be provided upon request.