

Subject to Contract/Contract Denied

ALTERNATIVE ROAMING PROVIDER REFERENCE OFFER AGREEMENT

Between

Meteor Mobile Communications Limited
having its registered address:

(hereinafter referred to as '**Domestic Service Provider**')


And

'Party B'
having its registered address:

(Hereinafter referred to as '**Party B**')


(Collectively referred to as the '**Parties**' and individually as a '**Party**')


DEFINITIONS

In this Alternative Roaming Provider Agreement the following words and expressions shall (unless the context otherwise requires) bear the following meanings:

'ARP'	shall have the meaning as prescribed under Regulation (EU) No. 531/2012;
'ARP Agreement'	means this Alternative Roaming Provider Agreement including the Schedules hereunder;
'Alternative Roaming Provider Services'	means the services provided by Party B to the Customer when the Customer is roaming in a territory within the European Economic Area outside of their home country;
'Applicable Law'	means all laws, legislation, regulations, binding codes of practice, or rules or requirements of any relevant government or governmental agency applicable to the ARP Agreement, Provided Services, Alternative Roaming Provider Services or either Party (as the context requires);
'Call'	means all call events defined for the applicable format;
'Charges'	shall mean those charges which are payable by Party B to the Domestic Service Provider for the Provided Services as set out in Schedule 4 (Charges);
'CDR' or ' Call Detail Record'	means a record containing details relative to a Call;
'Communication Services'	means the communication services received through the network of the

Domestic Service Provider and provided by the Domestic Service Provider to a Customer;

'Confidential Information'

means all financial (including pricing), business, marketing, commercial strategy, supplier, customer and technical or other data and all other information (whether written, oral or in electronic form or on magnetic or other media) concerning the business and affairs of a Party that the other Party obtains, receives or has access to as a result of the discussions leading up to or the entering into or the performance of this ARP Agreement or otherwise;

'Customer'

means a customer who has an active contract for Communication Services with the Domestic Service Provider and who also has a Customer Agreement with Party B for the provision of Alternative Roaming Provider Services;

'Customer Agreement'

means the agreement between Party B and the Customer through which the Alternative Roaming Provider Services are provided to the Customer;

'Data Protection Directive'

shall mean Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

'Effective Date'

means the latest date of signature of the ARP Agreement or any other date agreed between the Parties at which point this ARP Agreement shall become effective;

'GPRS'	means General packet radio service which is a packet oriented mobile data service on the 2G and 3G cellular communication system's global system for mobile communications (GSM);
'Intellectual Property Rights'	means rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright and related rights, moral rights, databases, domain names, semi conductor and other topography rights and utility models, and including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; and trade secrets, confidentiality and other proprietary rights, including rights to know how and other proprietary technical information;
'Invoice Period'	means 00:00 (GMT) on the first calendar day of the month to 23:59 (GMT) on the last day of the calendar month;
'Person'	means any person or company;
'Personal Data'	shall mean any information relating to an identified or identifiable natural person as defined by the Data Protection Directive;
'Point of Connection'	means the Domestic Service Provider point of connection as the context may require;
'Provided Services'	means the services that the Domestic Service Provider provides to Party B to

facilitate the establishment of the Alternative Roaming Provider Services to the Customer by Party B and as described in the Provided Services Schedule;

'Provided Service Schedule' shall mean the list of services outlined under Schedule 1 of this ARP Agreement;

'Public Mobile Network' or 'PMN' shall have the definition according to Article 5.1 of the Articles of Association of the GSM Association;

'Service Level Agreement' means the service level agreement as set out in Schedule 3 of this ARP Agreement;

'SMS' means any text message sent by means of a short message service;

'TAP' means Transferred Account Procedure as defined and described in GSM Association Permanent Reference Documents;

'Tax' means all taxes, charges, fees, imposts, levies, excises, tariffs or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, gains, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property, customs duties, fees, assessments and charges of any kind whatsoever (including interest that would have accrued absent a netting of Taxes) and any penalties, fines, additions to tax or additional amounts imposed by any

taxing authority (domestic or foreign);

'Brand Materials'

means any artwork, packaging, manuals, guidelines and similar documentation and all communications, marketing, promotional and advertising materials in any media, including software, press releases, artwork, copy, print, audio, visual and audio-visual, which incorporate the Marks;

'Marks'

means the trade marks, trade names, product or service names, logos, slogans, typefaces, brand or other proprietary words or symbols used by a Party from time to time or any derivative thereof or any combinations of trade names, trade marks and company names including for the DSP the word 'Meteor';

**'VPMN Operator' or
'Visited Public Mobile Network
Operator'**

means a PMN who allows the Customers to use its Public Mobile Network(s) within the territory of the European Economic Area.

BACKGROUND:

- (A) The Domestic Service Provider provides mobile telecommunications services to the Customers in a geographic area where it holds a license or has a right to establish and operate a Public Mobile Network.
- (B) Party B provides Alternative Roaming Provider Services to the Customers in a geographic area where it holds a license or has a right to establish Alternative Roaming Provider Services.
- (C) Pursuant to Article 4 of *Regulation No. 531/2012 on Roaming on Public Communications Networks within the European Union* ('Roaming Regulation'), the Domestic Service Provider shall enable their subscribers to access regulated voice,

SMS and data roaming services provided as a bundle by any ARP whilst roaming in a territory within the European Economic Area outside of their home network.

- (D) The Parties have expressed their wish to enter into an agreement between the Domestic Service Provider and Party B to facilitate the provision of the Provided Services by the Domestic Service Provider to Party B.

TERMS AGREED:

1. Definitions and Interpretation

- 1.1 In this ARP Agreement, capitalised words and expressions not otherwise defined elsewhere in this ARP Agreement shall (unless the context otherwise requires) bear their respective meanings given under the definitions section.
- 1.2 References herein to Clauses, Schedules and Annexes are to clauses in, and schedules and annexes to, this ARP Agreement.
- 1.3 The following documents shall form part of this ARP Agreement and in the event of any inconsistencies between them, the order of precedence shall (unless expressly stated to the contrary) shall be as follows:-
- 1.3.1 main body of this ARP Agreement;
 - 1.3.2 the Schedules to this ARP Agreement.
- 1.4 References in this ARP Agreement to the Domestic Service Provider and Party B shall include their respective successors (whether by operation of law or otherwise) and permitted assigns.

2. Commencement and Duration

This ARP Agreement shall commence on the Effective Date and shall remain in force until terminated in accordance with the provisions of this ARP Agreement. For the purpose of this ARP Agreement, the Effective Date shall have the meaning given to this phrase in the Definitions section above.

3. Establishment of Alternative Roaming Provider Services

The Domestic Service Provider will ensure that, for the purpose of facilitating the establishment of the Alternative Roaming Provider Services by Party B to the Customers, the Domestic Service Provider will establish and maintain a Point of Connection in accordance with the provisions of Schedule 2.

4. Privacy

Nothing in this ARP Agreement restricts either Party from collecting, processing, storing and using any Personal Data or any other data that such Party independently collects directly from a user in accordance with such Party's own privacy policy, the Data Protection Directive, service agreements and Applicable Law.

5. Intellectual Property Rights

Nothing in this ARP Agreement shall be deemed or construed as a transfer of title or ownership nor as the granting of any license, right to use and/or as giving rise to any encumbrance of any kind with regard to either Party's Intellectual Property Rights.

6. Confidentiality

- 6.1 The Parties agree that all aspects of the contents of the ARP Agreement shall be treated as confidential and that no information in respect to the content of the ARP Agreement shall be disclosed without the prior written consent of both of the Parties except as necessary to implement the ARP Agreement and inform the Customers.
- 6.2 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 Clause 6. The other Party shall not use any Information other than in connection with the discussions between them and any transactions resulting there from, or for the borrowing of funds or obtaining of insurance, in which case the lenders or insurance companies are obliged to undersign a confidentiality undertaking which has the equivalent content as this Clause 6 before receiving the Information. Each Party shall be liable in accordance with Clause 10 toward the other Party in respect of any unauthorized disclosure of Information made by the lender or by the insurance company to whom it has disclosed Information.
- 6.3 Notwithstanding the liability provisions in Clause 10 of this ARP Agreement, the Parties will disclose Information only to their directors, employees, professional advisers and agents who need to know such Information for the purposes of providing roaming services and any transaction resulting there from, or for the borrowing of funds or obtaining of insurance and who are informed of the confidential nature of such Information. Each Party shall be liable under this ARP Agreement to the other Party in respect of any proven damage or loss to the other Party caused by its unauthorised use or disclosure of such information only up to the sum as set out in Clause 10.1.

6.4 Notwithstanding Clause 6.1 above, information and the contents of this ARP Agreement may be transmitted to governmental, judicial or regulatory authorities, as may be required by any governmental, judicial or regulatory authority.

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

- i. In or passed into the public domain other than by breach of this clause; or
- ii. Known to a receiving Party prior to the disclosure by a disclosing Party; or
- iii. Disclosed to a receiving Party without restriction by a third party having the full right to disclose; or
- iv. Independently developed by a receiving Party to whom no disclosure of confidential Information relevant to such Information has been made.

6.7 This Clause 6 shall survive the termination of the ARP Agreement for a period of 3 years but shall not in any way limit or restrict a disclosing Party's use of its own confidential Information.

7. Anti-bribery compliance

7.1 Compliance with all applicable laws, regulations and sanctions in relation to bribery and corruption ('**Applicable Anti-bribery Laws**') is a matter of fundamental importance for the Parties.

7.2 Each Party, including its employees, agents, consultants, contractors and subcontractors, shall:

- a. act in accordance with all Applicable Anti-bribery Laws;
- b. not do or omit to do anything likely to cause the other Party to be in breach of any of the law referred to in Clause 7.2(a);
- c. not give, promise, receive or request any bribes (financial or other advantage), including but not limited to in relation to any public official;
- d. maintain an effective anti-bribery (including gift and hospitality) compliance programme, designed to ensure compliance with the law under Clause 7.2(a) including the monitoring of compliance and detection of violations; and
- e. reasonably assist the other Party, on that other Party's reasonable request and expense, to comply with obligations related to bribery and corruption required by the law referred to in Clause 7.2(a).

7.3 Each Party shall promptly notify the other of any allegation of fraud, bribery or corrupt practices made against it in court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations; at any time during the term of this ARP Agreement.

7.4 Each Party (the '**Defaulting Party**') hereby indemnifies the other Party and its directors, officers, employees, agents and affiliates against all losses which they may suffer as a result of a breach or deemed breach of this clause by the Defaulting Party.

8. Representations and Warranties

8.1 Each Party represents, warrants and undertakes to the other Party as follows:

8.1.1 Authority.

Each Party has full power and authority to enter into this ARP Agreement, and to carry out the provisions hereof.

Neither Party is subject to any agreements that conflict with its obligations under this ARP Agreement.

8.1.2 Right to Operate.

Each Party has obtained, and shall maintain in full force during the term of this ARP Agreement, such authorisations in any jurisdiction as are necessary to operate and to otherwise perform its obligations under this ARP Agreement.

8.1.3 No Representations or Warranties.

Neither Party will make any representations or warranties concerning the provision of the Provided Services or the establishment of Alternative Roaming Provider Services pursuant to this ARP Agreement or the other Party's products or services except as may be specifically authorised, in writing, by the other Party.

9. Force Majeure

9.1 Non-performance of either Party's obligations pursuant to the ARP Agreement or delay in performing same shall not constitute a breach of the ARP 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 thirty (30) ~~90~~ days, either Party shall have the right to terminate the ARP Agreement with immediate effect by written notice.

9.2 If the affected Party fails to inform the other Party of the occurrence of a force majeure event as set forth in Clause 9.1 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.

9.3 The Party affected by force majeure shall promptly notify the other of the estimated extent and duration of its inability to perform its obligations and shall use reasonable endeavours to both mitigate such inability to perform its obligations and to resume performance of its obligations as soon as reasonably possible without hereby being obliged to incur any unreasonable cost or expenditure.

9.4 Upon the cessation of the delay or failure resulting from force majeure the Party affected by force majeure shall promptly notify the other of such cessation.

10. Liability

10.1 Other than in respect of the Charges or any other amounts properly due under this ARP Agreement and other than in respect of the reimbursement, each Party's liability to the other Party for any claims whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of or in connection with this ARP Agreement or otherwise shall be limited to the greater of €X or the aggregate of the Charges paid in the preceding twelve (12) months prior to the date of the incident giving rise to the claim.

10.2 Nothing in this ARP Agreement excludes or limits either Party's liability for damages or losses caused by fraudulent misrepresentation or negligence which results in death or personal injury.

10.3 Neither Party shall be liable to the other Party (in contract, tort (including negligence or breach of statutory duty) or otherwise for loss of profits, business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this ARP Agreement, howsoever caused, even if such Party has been advised of the possibility of such loss or damage.

10.4 Neither Party has an obligation of any kind to the other Party beyond an obligation to exercise the reasonable skill and care of a competent operator in performing its

obligations under this Agreement.

11. Termination

11.1 The ARP Agreement may be terminated as follows:

11.1.1 By mutual agreement of the Parties; or

11.1.2 By one of the Parties, with immediate effect, when the other Party is in material breach of the ARP Agreement and does not or is not capable of remedying such breach within 30 days of receipt of a written notice to such effect; or

11.1.3 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 ARP Agreement by a guarantee from a first class bank, payable on first written demand; or

11.1.4 Immediately in the event that a final order by the relevant governmental authority revoking or denying renewal of the license or permission to operate respective Party's business that is required under this ARP Agreement.

11.2 In the event of termination of this ARP Agreement, all rights and obligations of the Parties in connection with this ARP Agreement will immediately cease to have effect, except that termination will not affect:

- (i) any of their respective accrued rights and obligations at the date of the termination; and
- (ii) any rights and obligations that expressly or by implication are intended to come into or continue in force including: list of definitions, confidentiality, liability, termination, Intellectual Property Rights, severability, entire agreement, Applicable Law.

12. Waivers

Failure by either Party at any time to enforce any of the provisions of this ARP Agreement shall not be construed as a waiver by such Party of any such provision or in any way affect the validity of this ARP Agreement.

13. Assignment

- 13.1 Except as otherwise expressly permitted by this ARP Agreement, neither Party shall assign, transfer or sub-contract to any other person any of its rights or obligations under this ARP Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed.
- 13.2 For the avoidance of doubt, nothing in this Clause 13 shall prevent either Party from appointing sub-contractors to perform work in connection with the performance of its obligations under this ARP Agreement.

14. Publicity

- 14.1 Without prejudice to the right of either Party to publish this ARP Agreement or any part of this ARP Agreement in order to comply with any legal or regulatory obligation upon it:
- 14.1.1 neither Party shall make any press announcements or publicise the existence or contents of this ARP Agreement or any part of it in any way except with the written consent of the other Party;
- 14.1.2 the Parties shall agree the date of any joint press release that the Parties jointly issue or the date of any separate press release that either Party issues;
- 14.1.3 both Parties shall take all reasonable steps to ensure the observance of this Clause 14 by all their employees, agents, sub-contractors and consultants.

15. Severability

- 15.1 The legality, validity or enforceability for any reason of any part of this ARP Agreement shall not prejudice or affect the legality, validity or enforceability of the remainder of this ARP Agreement.
- 15.2 Should any competent court or regulatory body or authority determine or indicate that in its view any part or provision of this ARP Agreement is invalid or unenforceable, such provision shall be given no effect and other provisions of this ARP Agreement shall nonetheless remain valid. In such event, the Parties shall endeavour to negotiate a substitute provision that best reflects the economic intentions of the Parties without being invalid or unenforceable and shall execute all agreements and documents required in this connection.

16. Dispute Resolution and Governing Law

16.1 This ARP Agreement and any matters relating hereto shall be governed by and construed in accordance with the laws of Ireland.

16.2 Escalation of Disputes.

In the event any dispute, claim, question or difference between the Parties (a 'Dispute') arises with respect to the interpretation of this ARP Agreement or the Parties' performance, enforcement, breach, or termination of this ARP Agreement, the Review Meetings defined in Clause 21, the Parties shall consult and negotiate with each other in good faith and understanding of their mutual interests, in an attempt to reach a just and equitable solution to such Dispute that is satisfactory to the Parties. Any notice of Dispute shall be made in writing and identify the nature of the Dispute.

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

16.3.1 The Partner Managers shall work in good faith to try to resolve the dispute within thirty (30) days from the date that a Party first gives notice that a Dispute has occurred.

16.3.2 If the Partner Managers fail to reach an agreement on the dispute within thirty (30) days, the dispute shall be referred to more senior persons within the respective Parties organisations who shall try to resolve the Dispute within a further thirty (30) day period. If no resolution is found each Party shall be entitled to commence proceedings before the Courts of Ireland.

16.4 All Disputes in connection with the ARP Agreement shall be finally settled by the Courts of Ireland.

17. Notices

All notices under this ARP Agreement must be sent to that Party's representative at the address set out in this Clause 17 by one of the following methods: (1) postage prepaid, certified or registered mail, return receipt requested; (2) overnight courier, charges prepaid, confirmation requested; (3) facsimile, with confirmation of delivery. Notices will be deemed delivered on the date shown on the postal return receipt or on the overnight courier or facsimile confirmation of delivery.

Any notice sent for the purposes of this ARP Agreement shall, if addressed to Party B be sent to:

General Counsel

'Party B'

Any notice sent for the purposes of this ARP Agreement shall, if addressed to Domestic Service Provider be sent to:

The Company Secretary, Meteor Mobile Communications Limited, 1 Heuston South Quarter, St. John's Road, Dublin 8, Ireland or such other address and/or facsimile number as may be notified in writing by either Party to the other.

18. Variation

Except where otherwise expressly provided for in this ARP Agreement, no amendment, variation or waiver of any provision of this ARP Agreement shall be effective except in writing signed by the duly authorised representatives of each of the Parties.

19. Charges and Payment

19.1 Party B shall pay the Domestic Service Provider's Charges according to the rates and timelines bilaterally agreed upon as noted in Schedule 4 (Charges).

19.2 The Charges shall (unless otherwise agreed between the Parties in writing) apply for the Invoice Period.

19.3 All Charges shall be quoted and invoiced in Euro and shall be payable in Euro.

19.4 The Domestic Service Provider shall in respect of its Charges under this ARP Agreement invoice Party B at the end of each calendar month. Each invoice shall relate to one Invoice Period and shall be submitted to Party B within fifteen (15) days of the Invoice Period to which it relates.

19.5 The Domestic Service Provider shall send an accounting summary report with each invoice. This accounting summary report will detail, for the Invoice Period in question and the relevant charge rate for the Domestic Service Provider;

19.6 Notwithstanding the foregoing and for the avoidance of doubt, the Domestic Service Provider may in a separate invoice make backdated claims for amounts outstanding relating to a previous Invoice Period which were not previously invoiced for technical or other reasons provided always that no invoice may be issued by the Domestic Service Provider for any charges more than 64 months after the end of the month in which the relevant service was provided. Such Charges shall be detailed in the accounting summary report referred to in Clause 19.5 above.

19.7 Invoices issued by the Domestic Service Provider under this ARP Agreement shall be payable by Party B within thirty (30) days of the invoice.

19.8 If payment for any undisputed invoice is not received by the Domestic Service Provider on the due date, the Domestic Service Provider will send a reminder to the ARP. If the ARP shall fail to pay any amount due hereunder by the due date then the

Domestic Service Provider shall immediately suspend the Provided Services to the ARP until such time as the ARP shall make the payment to the Domestic Service Provider. In the event the ARP does not pay two consecutive invoices by the due date on each invoice the Domestic Service Provider shall be entitled at its option to terminate this ARP Agreement in accordance with Clause 11.1.2.

19.9 If Party B disputes an invoice received from the Domestic Service Provider, it shall notify the Domestic Service Provider in writing within ten (10) days specifying, the invoice number, the invoice date, the invoice period, and giving details of the disputed amounts.

20. Operational Issues

20.1 Party B shall not make or permit to be made any alterations or adjustments or addition to any plant equipment or apparatus of the Domestic Service Provider in such a way as to impair the operation of the Domestic Service Provider’s network.

20.2 Each Party shall afford to the other a reasonable opportunity from time to time (after reasonable advance notice) for verifying that the other Party is complying with the standards and operational procedures contained in this ARP Agreement provided that such verification shall not interfere with the Communications Services provided by the Domestic Service Provider to the Customers.

21. Review Meetings

21.1 Partner Managers

Each Party shall designate managers (the ‘**Partner Managers**’) who shall at all times in compliance with applicable competition laws, manage the Parties’ respective obligations under this ARP Agreement. The Partner Managers shall be tasked to oversee the relationship between the Parties and the day to day performance of the ARP Agreement. Each Party may change its Partner Manager(s) from time to time, but shall inform the other Party of such a change. The Partner Managers shall meet periodically to discuss plans and issues as necessary.

21.2 The initial Partner Managers shall be:-

For the Domestic Service Provider	For Party B
[Insert Details]	[Insert Details]

22. Forecasting

Each quarter during the term of the ARP Agreement, Party B shall provide to the Domestic Service Provider with a rolling forecast as set in Schedule 1 to assist the Domestic Service Provider in capacity planning and dimensioning issues for the following 6 months providing that no such forecast shall create a binding legal obligation on any Party.

23. Service Levels

Each Party shall use reasonable endeavours to comply with its obligations in connection with the provision and maintenance of the Point of Connection.

24. Operations

24.1 General.

Each Party shall designate technical contacts responsible for responding to technical issues as they arise.

24.2 Support.

[insert name of responsible party] is responsible for [insert] customer care issues.

25. Fraud Prevention

The Parties undertake not to take, not to support, not to facilitate or encourage any action that could be considered as a telecommunication fraud and the Parties shall comply with the procedures and provisions concerning fraudulent or unauthorised use by Roaming Customers set out in the GSM Association Permanent Reference Documents and in Annex 7 in order to prevent telecommunication fraud.

26. Alternative Roaming Provider Service Subscription Request

In order to facilitate the Alternative Roaming Provider Services to the Customers, the Parties agree that the procedures [as outlined under Schedule 1] shall be followed.

27. Marks

27.1 Neither party shall use any Marks of the other and shall not use or register any confusingly similar devices, logos, trade names, trade marks or domain names.

27.2 Nothing under this ARP Agreement will afford either Party any right, title or interest in respect of any of the Marks of the other.

27.3 Neither Party shall undertake and will not authorise any practice that may be detrimental to the Marks or the Brand Materials or goodwill or reputation of the

other or may result in the rights of the other in its Marks or Brand Materials becoming diluted.

28. No Partnership

The Parties hereto declare that it is not the intention of either of them to enter into a joint venture with each other hereby and nothing herein shall be deemed to constitute a partnership between the Parties hereto or constitute one Party the agent of the other for any purpose whatsoever. Nothing in the ARP Agreement shall be deemed to authorise a Party to make any commitments on behalf of the other Party.

29. Customer Care Services

29.1 General

Party B will be responsible for providing all direct customer care services to the Customers in relation to the Alternative Roaming Provider Services.

A Customer should contact the customer care services of Party B when roaming within the service footprint of the Alternative Roaming Provider Services. In the event that Party B needs to refer the Customer to the Domestic Service Provider's customer care services, then Party B will need to raise a ticket as set out in Schedule 3 with the Customer's personal details and the description of the incident. However, primary responsibility for customer care remains with Party B.

29.2 Billing Enquiries

In the event that a Customer has an enquiry relating to the amount billed during roaming, Party B shall be responsible for resolving the enquiry with the Customer through its customer care services of Party B.

30. Entire Agreement

This ARP Agreement and each Schedule hereunder constitute the entire agreement between the Parties in relation to the purpose of this ARP Agreement, and no oral discussions, papers, emails or other documents will form part of the Parties' agreement and arrangements in respect of the purpose of this ARP Agreement unless specifically referenced and incorporated into this Agreement or any associated Schedule.

EXECUTED this [] day of [] 20XX

Signed as duly authorised for and on behalf of Meteor Mobile Communications Limited

by

POSITION.....

PRINT NAME.....

DATE.....

Signed as duly authorised for and on behalf of [Party B]

by

POSITION.....

PRINT NAME.....

DATE.....

DRAFT

[SCHEDULE 1]

Provided Services Schedule

Commercial and Technical Implementation

The Domestic Service Provider agrees to facilitate the Provided Services to Party B for the benefit of the Customer according to the Technical High Level Requirements and Commercial Processes Documents produced by the BEREC Working Groups inserted into Section A below subject to the variations inserted into Section B below

[Roaming Regulation III High Level Technical specifications V1.1.doc](#)

[Roaming Regulation III IP Detailed Specifications V1.1.docx](#)

Section B [Domestic Service Provider to insert locally required variations to the BEREC documents in Section A].

For discussion

[SCHEDULE 2]

Testing

[Testing procedures to be defined and inserted here by the Domestic Service Provider]

For discussion

DRAFT

[SCHEDULE 3]

Service Level Agreement Schedule

SERVICE LEVEL AGREEMENT AND OPERATIONAL AND MAINTENANCE PROCEDURES

[The Domestic Service Provider and Party B shall as soon as reasonably practicable work together in good faith to develop a Service Level Agreement and a set of operations and maintenance procedures which, when agreed, shall be deemed to be incorporated into this Schedule in place of this paragraph.]

1. Service

In accordance of the payment of the Charges by the Party B Meteor shall provide the Provided Services as set out in Schedule 1 as may be amended from time to time by Meteor. In addition:

- 1.1. the Provided Services shall only be made available to individual roaming Customers having valid legal relationships with Party B;
- 1.2. the Parties accept that the availability of Provided Services will depend on the availability of (i) appropriate functionality and (ii) interfaces between Meteor's roaming partners; and
- 1.3. roaming Customers are expected to have usage pattern that does not differ substantially from Meteor's customers.
- 1.4. the Provided Services do not include services outside of the Union-wide roaming as such term is defined in the Roaming Regulation.
- 1.5. machine to machine services are not included in the Provided Services.

2. Party B shall

- 2.1. not resell the Provided Services to users, businesses or other entities which are not roaming Customers.
- 2.2. ensure that its Roaming Customers do not resell the Services to users, businesses or other entities.
- 2.3. not make false statements or representations in respect of the Provided Services.
- 2.4. not use Meteor's intellectual property rights including use of its trademarks.
- 2.5. take all reasonable steps to maintain the quality of Meteor's systems, interfaces and Meteor's roaming partners' networks;
- 2.6. shall comply with all reasonable directions issued by Meteor which are reasonably necessary to comply with any regulatory requirement.
- 2.7. manage the use of the Provided Services by its roaming Customers;
- 2.8. not use the Provided Services for any immoral, obscene, harmful, offensive or unlawful purpose.
- 2.9. not to use DUAL-IMSI services to provide roaming services to its roaming Customers.
- 2.10. co-operate in good faith with Meteor in all matters relating to the provision of the Provided Services.
- 2.11. provide Meteor with any information reasonably required by Meteor in connection with the provision of the Provided Services;
- 2.12. obtain all necessary permissions and consents which may be required before the commencement of the Provided Services.

3. Suspension of Provided Services

- 3.1 Notwithstanding anything in the Agreement to the contrary, Meteor may without liability suspend or terminate all or any of its Provided Services to Party B's customers in circumstances where it would suspend or terminate those Provided Services to its own customers, including but not limited to:
- 3.1.1 Party B's Customers using equipment which is defective or illegal; or
 - 3.1.2 Party B's Customers causing any technical or other problems on Meteor's Public Mobile Network; or
 - 3.1.3 suspected fraudulent or unauthorised use; or
 - 3.1.4 authentication of the legal relationship not being possible; or
 - 3.1.5 traffic volumes which significantly differ from predicted volumes or
 - 3.1.6 maintenance or enhancement of its Public Mobile Network.
- 3.2 Meteor reserves the right to suspend the provision of the Provided Services in the event that Party B:
- 3.2.1 is in material breach of this Agreement and hasn't remedied such breach within thirty (30) days of notice of such breach from Meteor;
 - 3.2.2 does not provide a traffic forecast or security as set out in Schedule 4.
- 3.3 In case of a proposed suspension of the Provided Services, Meteor shall use commercially reasonable efforts to give four (4) weeks written notice (shorter notice may apply given the circumstances related to the suspension) to Party B prior to the suspension taking effect. If the suspension continues for more than six (6) months, either Party shall have the right to terminate the Agreement with immediate effect by written notice.
- 3.4 Party B has the right at any time, for technical reasons, without liability but upon detailed written notice to Meteor, to suspend access to the Services to its roaming Customers. Alternatively, if it is technically more practicable Party B may require that Meteor to suspend all of its Provided Services to roaming Customers of Party B. Meteor at Party B's cost shall use commercially reasonable efforts to comply with such requirement within seven (7) calendar days after receipt of the said notice.
- 3.5 The Parties agree that the suspension shall be removed as soon as the technical reason for the suspension has been overcome by Meteor or Party B as the case may be.

[SCHEDULE 4]

Charges Schedule

[Domestic Service Provider to insert charges it intends to charge Party B for the Provided Services]

DRAFT