
**Reference Offer for Wholesale Roaming Resale
Access**

INTRODUCTION

1. On 1 July 2012 the Article 3 of the Roaming Regulation (EU) No. 531/2012 (hereinafter “**Roaming Regulation**”) newly imposed with the effect as of 1 January 2013 on operators of public mobile communications network (hereinafter also referred to as “**Access Provider**” or “**MNO**”) the obligation to meet all reasonable requests to provide undertakings serving customers within EU/EEA with access to regulated roaming services.
2. Beyond changes within existing roaming agreements and other wholesale contracts, MNOs shall offer the required services on the basis of Reference Offers for Access Seekers requesting Wholesale Roaming Resale Access, that has to be published on 1 January 2013 hereinafter referred to as "Reference offer".

THE REFERENCE OFFER

A. SUBJECT AND SCOPE OF THE REFERENCE OFFER

1. This Reference offer describes the main obligations and rights of MNOs and Access Seekers as a basis for the provision of Wholesale Roaming Resale Access between T-Mobile and the Access Seeker, which will be subject to negotiation between T-Mobile and Access Seeker.
2. Access Seeker's objective is to offer regulated roaming services to customers situated in the EU /EEA if applicable. A 'roaming customer' is identified by EU numbering resources assigned to its mobile service customer.
3. Access Seeker is entitled to raise a reasonable requests to get access to T-Mobile's regulated roaming services.
4. T-Mobile will provide Access Seeker with non-discriminatory access to these regulated roaming services compliant to Art. 3 of the Roaming Regulation in accordance with the conditions set out in BEREC's guidelines¹ and in this Reference offer. Moreover, T-Mobile will provide additional services required by BEREC guideline 13 (b) (c) which are not regulated but required to provide a roaming proposition (esp. termination of incoming calls)
5. Regulated roaming services are mobile voice (pre- and postpaid), SMS and data services according to the definitions in Art. 2 (2) (h), (k) and (m) of the Roaming Regulation.
6. Further to those services that are regulated or otherwise required by BEREC T-Mobile may in its own discretion offer additional services as described in this Reference offer.

For the avoidance of doubt, Access Seeker shall only be allowed to resell the regulated services provided under the Wholesale Roaming Resale obligation to EU/EEA roaming customers.

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B. INTERPRETATION

In case of any difference or inconsistency between any provision of this Reference offer and any of its Annexes, the provisions of this Reference offer shall prevail, unless agreed otherwise.

C. DEFINITIONS

In this Reference offer, except where the context requires otherwise, the words and expressions bellow shall have the following meanings:

1. Access Seeker means any undertaking which is entitled, under the law of the Czech Republic, to provide roaming services to roaming customers in the Czech Republic and thus enjoys the right to wholesale roaming access under the terms of Article 3 of the Roaming Regulation, in order to serve European roaming customers;
3. Roaming Customer means an end-customer of a MNO operating a terrestrial public mobile communication network and situated in an EU (EEA if applicable) Member State, identified by a EU MSISDN assigned to its subscription (defined in Art. 2 (2) (g) of the Roaming Regulation);
4. Regulated Roaming Call means a mobile voice telephony call made by a roaming customer, originating on a visited network and terminating on a public communications network within the EU/EEA or received by a roaming customer, originating on a public communications network within the EU/EEA and terminating on a visited network (defined in Art. 2 (2) (h) of the Roaming Regulation);
5. Regulated Roaming SMS message means an SMS message sent by a roaming customer, originating on a visited network and terminating on a public communications network within the EU/EEA or received by a roaming customer, originating on a public communications network within the EU/EEA and terminating on a visited network (defined in Art. 2 (2) (i) of the Roaming Regulation).
6. Wholesale Roaming Access Resale Agreement (“Agreement”) means the final Agreement, which Access Seeker and T-Mobile concludes for the provision of Wholesale Roaming Resale Access. The Agreement will be based on the Reference Offer and provided within four weeks after initial access request by the Access Seeker;
7. Hosting Agreement means the agreement Parties has entered into or will enter into in order to set-out the terms and conditions for the hosting of Access Seeker as Wholesale Partner for the provision of national and/or international resale of T-Mobile’s telecommunication services. Such Hosting Agreement provides the necessary basis for a wholesale roaming resale access;
8. Domestic Services means services such as national/domestic Voice, SMS or Data that are (according to national rules or voluntarily) provided to an Access Seeker to enable Access Seeker to resell these services to customers in the respective country.

D. CONTRACT DURATION

1. Minimum term of the Agreement shall be one year (hereinafter referred to also as “Initial Contract Period”).
2. The Agreement will be automatically renewed for a one year period thereafter (hereinafter referred to as “Extension period”) unless terminated by either Party with six months notice period before expiry of Initial Contract Period or any Extension period.
3. The contract duration will start once the Agreement has been implemented in T-Mobile’s systems and readiness is announced by writing to Access Seeker.

4. Unless Access Seeker has caused delays, the implementation of Access Seeker's request for Wholesale Roaming Resale Access shall be done within three months after signature of the Agreement.

E. CONTRACT TERMINATION

1. Without prejudice to any of its other rights and obligations, each Party may at its own discretion terminate the Agreement with a six months notice period prior to the expiry of the Initial Contract Period or prior to the expiry of each one year Extension period in accordance with the Art. D.2. above. In such case the Agreement terminates by the end of the Initial Contract Period or by the end of the Extension period which is running.

F. WITHDRAWAL

1. Any Party shall have the right to withdraw from the Agreement by serving a written notice of withdrawal to the other Party upon the occurrence of any of the following events or circumstances with immediate effect (without any further notice periods) by notifying the other Party by registered letter, if one of the following events occur in relation to that other Party:
 - 1.1. the other Party ceases to exist or dissolves;
 - 1.2. the other Party's business discontinues;
 - 1.3. the other Party is declared bankrupt, or is granted suspension of payments (save for a refinancing) or the other Party wholly or partly, loses the free control or disposal of a substantial part of its assets in any other way provided the loss of these assets would reasonably effect the ability of the other Party to perform its obligations under the Agreement;
 - 1.4. the other Party offers its creditors a composition outside a bankruptcy or suspension of Payments;
 - 1.5. the other Party fails to perform a material obligation under this Agreement and this breach has not been remedied within 30 days or any other reasonable timelines set, after the terminating Party has given it notice of default by registered letter;
 - 1.6. the other Party fails to pay its invoices within defined payment term in two subsequent months or anytime three times within a 12 month period;
 - 1.7. the other Party fails to support in preventing or mitigating fraud or any respective obligation as further defined later in article 20 of this Reference Offer
 - 1.8. an event of force majeure as defined in article T. of this Reference offer, has not ended within 2 months after the affected Party has notified the other Party thereof.

G. EXCHANGE OF INFORMATION

1. Access Seeker will get informed within two weeks after its request for signing the Wholesale Roaming Resale Access Agreement about all necessary information to be provided to T-Mobile in order to enable the further processing of its request.
2. Delays in providing such information will not count towards the timeline described in article 4 of this Reference offer.
3. Among others, T-Mobile request the following information to be provided by Access Seeker:
 - 3.1. Evidence that Access Seeker is eligible to benefit from Art.3 of the Roaming Regulation, especially to provide roaming services to roaming customers in the respective EU (EEA if applicable) Member State(s);
 - 3.2. Technical information (interfaces and protocols) that provide information on the compatibility with the services offered under this Reference Offer.

H. SERVICES PROVIDED BY T-MOBILE

1. T-Mobile shall provide Access Seeker end-to-end delivery of Regulated Roaming Calls, SMS and Data under the conditions agreed in the Agreement.
2. T-Mobile shall deliver the following type of services:
 - 2.1. Mobile originated roaming calls generated by the Access Seeker's Roaming Customer from a EU/EEA roaming network (VPMN) to EU/EEA destinations excluding premium numbers;
 - 2.2. Mobile originated roaming SMS generated by the Access Seeker's Roaming Customer from a EU/EEA roaming network (VPMN) to EU/EEA destinations excluding premium numbers;
 - 2.3. Mobile roaming data traffic generated by the Access Seeker's Roaming Customer from a EU/EEA roaming network (VPMN) to a packet data network either via a GGSN of T-Mobile or, up on T-Mobile's decision, via a GGSN of the VPMN;
 - 2.4. T-Mobile shall provide access to relevant interfaces, protocols or relevant operational support systems by T-Mobile in order to enable Access Seeker to carry out for itself the necessary retail functions towards its end-customers. These network elements will be described in more detail in a separate Annex to the Agreement.
3. T-Mobile might based on the Agreement with the Access Seeker deliver also one or more services from the following range :
 - 3.1. T-Mobile shall provide Access Seeker end-to-end delivery of mobile terminated calls from a national or international network to the roaming network (VPMN) where the Access Seeker's Roaming Customer is located;
 - 3.2. T-Mobile shall provide Access Seeker end-to-end delivery of mobile terminated SMS from a national or international network to the roaming network (VPMN) where the Access Seeker's Roaming Customer is located;
 - 3.3. T-Mobile shall provide Access Seeker end-to-end delivery of mobile originated roaming calls generated by the Access Seeker's Roaming Customer from a roaming network (VPMN) to non-EU/EEA destinations;
 - 3.4. T-Mobile shall provide Access Seeker end-to-end delivery of mobile originated roaming SMS generated by the Access Seeker's Roaming Customer from a roaming network (VPMN) to non-EU/EEA destinations;
 - 3.5. T-Mobile shall provide Access Seeker end-to-end delivery of mobile originated roaming calls/SMS to premium numbers generated by the Access Seeker's Roaming Customer.
4. For the avoidance of doubt, Access Seeker will have the right to select each service offered in this section of the Agreement by T-Mobile, without being obliged to select another service offered therein in addition as long as this is technically possible and commercially reasonable to be provided by Access Seeker.
5. The Parties have a freedom to agree upon provision of other services outside the range specified in this section of the Agreement.
9. Services delivered by T-Mobile under the Agreement shall be further specified in Annex of the Agreement.

I. RETAIL FUNCTIONS PROVIDED BY T-MOBILE

1. T-Mobile will provide the following services to Access Seeker:
 - 1.1. Provision of Call Data Records (CDRs) to enable Access Seeker the billing of post-pay services;
 - 1.2. Credit Control of pre-pay services;
 - 1.3. Necessary services where Access Seeker needs support by T-Mobile to fulfill transparency obligations including data bill shock prevention (spending cap & cut-off).

2. The Parties have a freedom to agree upon provision of other functions outside the range specified in this Reference offer.

J. OBLIGATIONS/RESPONSIBILITIES OF T-MOBILE

1. In accordance with Art.3 of the Roaming Regulation and subject to the Agreement between T-Mobile and Access Seeker, T-Mobile will offer the following services to Access Seeker:
 - 1.1. Provision of roaming services described above;
 - 1.2. Access to transit services used by T-Mobile for its own roaming business;
 - 1.3. Access to regular information on end-user usage through the provision of call data records (CDRs);
 - 1.4. Access to the following regular wholesale functions and facilities provided by T-Mobile to supply its own retail roaming business:
 - Negotiation, implementation and management of its roaming relationships
 - Signalling
 - Authentication
 - Data clearing
 - Wholesale Billing
 - Interconnect
 - Fraud handling with its roaming partners (not towards Access Seeker's end-customers)
 - Provisioning
 - Management of Global Roaming Exchange/IP Exchange
2. T-Mobile will ensure that an appropriately staffed and skilled team will be available for the implementation and management of the Agreement.
3. T-Mobile will ensure to provide a comprehensive description of the procedure to interconnect.
4. T-Mobile to provide support to Access Seeker with regard to Legal Interception as further described in this Term Sheet.
5. For the avoidance of doubt, under this Reference offer T-Mobile will provide Access Seekers only access to herein described regulated and unregulated roaming services. Access to Domestic Services in the Czech Republic (Domestic Services) is subject to a separate commercial agreement as those services are not within the scope of the obligation of Art. 3 of the Roaming Regulation.

K. OBLIGATIONS/RESPONSIBILITIES OF ACCESS SEEKER

1. Access Seeker will provide Mobile communications services to EU/EEA end-customers at its own expense, on its own behalf, at its own risk and expense, and under its own trademarks, logos and brands on the retail market in the Czech Republic.
2. Access Seeker will use its own platform for billing purposes.
3. Access Seeker will be responsible for distribution, provisioning, retail price setting, sales and credit check, high-spend, fraud management (as further defined in this Reference offer), and compliance with relevant laws, regulation or other obligations provided by relevant authorities, for instance on legal interception measures.
4. Access Seeker shall be fully responsible for 1st and 2nd line customer care, and marketing of its services.
5. Access Seeker shall provide T-Mobile with all information relevant for the correct and timely implementation of the Wholesale Roaming Resale Access.
6. Access Seeker will ensure that an appropriately staffed and skilled team will be available for the implementation and management of the Agreement.

7. Access Seeker shall only use Hard- and Software that is compatible with T-Mobile's requirements as further described in the Agreement. Access Seeker shall comply with the measures agreed to avoid negative impact on T-Mobile's systems and agree to the extent of information exchange necessary to achieve this goal, especially in case of failures at Access Seeker's own systems that may affect the systems of T-Mobile.
8. Access Seeker shall provide T-Mobile with a reasonable initial payment guarantee upon request (e.g. bank guarantee). The value of the payment guarantee shall be equal to the total expected average monthly fees charged to Access Seeker by T-Mobile in a period of the 3 (three) months.

L. PRICING RULES AND PAYMENT CONDITIONS

I. General pricing rules

1. All tariffs agreed in the Agreement will be **quoted** in Euros and exclusive of applicable VAT.
2. Prices are agreed per minute, item (e.g. SMS), Megabyte (MB) in case of data, no peak/off-peak differentiation, per 30/1 second charging for all traffic on the T-Mobile Network as further specified in this Reference offer.

II. Roaming Airtime Charges

3. The IOTs (inter-operator tariff) charged by T-Mobile in accordance with Art.7, 9 and 12 of Roaming Regulation apply only for Mobile Originated (MO) Voice, SMS and Data roaming.
4. The applicable regulated roaming airtime charges according to Art.7, 9 and 12 of the Roaming Regulation are:

	Unit	as from 01.07.2012	as from 01.07.2013	as from 01.07.2014
Data	0,01 €/MB	25ct	15ct	5ct
Voice (MO/MT)	0,01 €/min	14ct	10ct	5ct
SMS (MO)	0,01 €/SMS	3ct	2ct	2ct

5. Mobile Terminated (MT) Voice, MMS or calls to special numbers – such as calls to Value Added Services (VAS) or Premium Rate Services (PRS) – are not part of the regulated IOT, but charged based on a separate price list attached to this Term Sheet. This also applies to all other Services provided by T-Mobile to the Access Seeker based on this Agreement.
6. The termination of incoming SMS will be free of charge to the Access Seeker.

III. Payment Conditions

1. The prices agreed by the Parties in the Reference offer shall be payable based on a tax document (invoice) issued by invoicing Party within 15 days following the end of respective calendar month in which the respective service was provided. The last day of the calendar month in which the service was provided represents the day of the taxable supply.
2. The price for the contractual penalties shall be payable based on an invoice issued by T-Mobile within 15 days of the date of delivery of the invoice.
3. The invoice shall contain all elements required by the legal regulations in force under the Czech law. Each invoice shall contain the following information: the actual usage per type of wholesale service, the applicable fees and the resulting total amounts due per service and the applicable VAT to be paid. All items will be specified separately. The underlying Call Data Records (CDRs), which will be sent electronically on a daily basis and in a verifiable format, will show the actual usage for that specific Billing Period.
4. Should the invoice fail to include the aforementioned requirement, the Access Seeker shall be entitled to return it for correction and complementation. In such case, the invoice shall be considered

as if it had not been delivered to the Access Seeker. A new maturity term shall begin on the date of the delivery of the corrected document.

5. The invoices issued in justified and proper manner shall be payable within 30 days of the date of delivery thereof to the Access Seeker. In the case of doubts, the invoice shall be deemed delivered on the fifth business day following its provable posting.
6. All invoices must be paid before or on the Due Date. All charges and other sums due by Access Seeker under the Agreement and related to the normal operation of the services shall be transferred into the bank account of T-Mobile, as specified on the invoice. The invoicing address shall be identical to the address specified at the head of the Agreement.
7. In case of failure of the Access Seeker to pay any invoiced amounts no later than on their respective due date, the invoicing party shall be entitled to claim late-payment interest amounting to 0.05% of the amount due for each commenced day of delay.
8. Late-payment interest shall be charged from the first day (inclusive) following the due date of the amount due that was to be paid until the day such amount has been paid (exclusive).
9. In case Access Seeker disagrees with the invoice sent by T-Mobile as a result of a lack of accurate volumes used to calculate the invoice ("Accuracy Dispute"), Access Seeker shall inform T-Mobile within two months after receipt of the invoice of such dispute and the reasons of such dispute by means of a Dispute Notice. If the four months period mentioned in this clause has expired and T-Mobile did not receive a 'Dispute Notice' within these four months, Access Seeker and T-Mobile shall be deemed to have accepted T-Mobile's invoice.
10. The Dispute Notice shall be send to the following email address: velkoobchod@t-mobile.cz
11. For the avoidance of doubt aforementioned process is relevant only for the wholesale billing and accordingly Access Seeker's end-customers may not assert any claims in relation to T-Mobile. Access Seeker's end-customers that will assert claims towards T-Mobile shall be referred to Access Seeker being their contractual partner. Access Seeker is not permitted to publish any correspondence containing T-Mobile contact data or to inform Access Seeker's end-customer about them.
12. However, T-Mobile will give Access Seeker reasonable support in solving disputes with Access Seeker's end-customers if for the solution finding T-Mobile's cooperation is required. Therefore Access Seeker will provide T-Mobile with all necessary information such as MSISDN of complaining customer, reason for complaint or time to which complain relates.

M. COMPUTATION OF TIME LIMITS

If the last day of a time limit set as in the Agreement should fall on a Saturday, Sunday or a public holiday, the last day of such time limit shall be the nearest following business day.

N. INTERCONNECTION AND OTHER INTERFACES

1. If the point of interconnection (POI) is located in the Czech Republic, the routing costs will be included in the regulated IOT. If the POI is outside of the Czech Republic, the routing cost shall be shared equally.
2. Access Seeker will obtain and maintain equipment that corresponds to T-Mobile's specifications and fulfill the according technical prerequisites for connecting to T-Mobile's systems. In this context, hardware- and software-compatibility as well as compliance with usual security standards defined by T-Mobile have to be secured in particular. Unusual security standards are those standards which prevent unauthorized access but allow Access Seeker for authorized access to information systems.
3. Detailed specifications will be provided in an Annex of the Agreement.

O. DATA PROCESSING

1. The Parties acknowledge and represent that prior to the coming into force and effect of the Agreement, they shall enter into the Data Processing Agreement.
2. The Parties agree to apply the terms and conditions of the Data Processing Agreement to the customer data processing directly arising out of, reasonably associated with, or reasonably necessary for, the cooperation contemplated under the Agreement.

P. DORMANCY RULE

1. Both Parties agree to monitor the percentage of inactive customers jointly and Access Seeker commits to execute measures to limit inactivity during a period as defined in the Hosting Agreement.
2. Access Seeker agrees that unused SIM cards will be de-activated according to the rules set-out further in the Hosting Agreement.

Q. FRAUD PREVENTION

1. In order to prevent fraud, Access Seeker will have the option to place barring orders. Therefore T-Mobile provides to Access Seeker:
 - Barring outgoing international calls (BOIC)
 - Barring all outgoing calls (BAOC)
 - Barring all incoming calls (BAIC)
2. Further T-Mobile will provide fraud prevention tool upon request by Access Seeker and based on a commercial arrangement between the Parties.
3. Parties agree to cooperate in avoiding fraudulent behavior particular to monitor Access Seekers end-customers' usage on fraud potential.
4. Fraudulent behavior is agreed to be given particularly
 - in case SIM-Cards are used by Access Seeker's end-customers to offer telecommunication services, switching or interconnection services to third parties; and/or
 - in case SIM-Cards are used by Access Seeker's end-customers in GSM Gateways or in so-called SIM-Servers for purposes of routing telecommunication traffic (so-called "SIM-Boxing"); and/or
 - in case SIM-Cards are used by Access Seeker's end-customers to automatically set-up permanent connections not for purposes of personal communication but for commercial reasons (to generate interconnection fees).
5. The Party identifying any fraudulent use will inform the other Party without undue delay. In case of detected fraudulent use, Access Seeker shall upon T-Mobile's request deactivate the respective end-customer's SIM-Card immediately, within 1 [one] day latest.
6. T-Mobile reserves the right to deactivate fraudulent used SIM-Cards itself for reasons of minimizing commercial losses and/or any adverse effects for the network availability of the Parties due to such fraudulent use.

R. SERVICE QUALITY AND MAINTENANCE

1. T-Mobile agrees to provide the Access Seeker with all relevant information on faults or planned maintenances as far as T-Mobile itself is informed by its roaming partners.
2. As T-Mobile has agreed roaming agreements according to the standard GSMA documents T-Mobile commits same conditions for all own Access Seekers.
3. However, T-Mobile commits to treat Access Seeker in a non-discriminatory way and Access Seeker's end-customers will receive the same services following the "best effort" principle than T-Mobile's own end-customers receive in the roaming partner's network.

4. T-Mobile commits not to discriminate between its own end-customers and Access Seeker's end-customers in relation to the service quality and coverage on its roaming partner's network and/or the fault detection, fault handling and restoration of any incidents compared to T-Mobile's own end-customers, provided that these actions are under T-Mobile's control. Discrimination will only be allowed in case of fraudulent behavior of Access Seeker's end-customers as described in this Reference offer.
5. T-Mobile will provide Access Seeker with the same information on operational performance of T-Mobile's roaming partners' networks as T-Mobile provides to its other wholesale partners.
6. Parties will negotiate in a good faith on compensation in case T-Mobile fails to meet any of the aforementioned obligations in this section R. and act in an unjustified discriminatory way towards the Access Seeker
7. Where T-Mobile has control over processes related to service ordering, provisioning and delivery to customers of the access seeker, T-Mobile will not discriminate these customers against T-Mobile customers. T-Mobile and Access Seeker will negotiate in good faith to agree on reliable processes and timelines associated with ordering, provisioning and delivery where appropriate.

S. LEGAL INTERCEPTION

T-Mobile shall support Access Seeker to respond to requests of relevant authorities if, due to the nature of the wholesale relationship, Access Seeker is (technically) not able to provide requested information by itself (e.g. Phone Tapping). Since the customer ownership and relationship remains at Access Seeker, T-Mobile will however not provide any personal data of end-customers or any data on end-customers' usage patterns.

T. FORCE MAJEURE

I. Force Majeure Event

1. Neither Party shall be liable for any breach or failure to perform or other non-compliance with the Agreement caused independently of the will of an obligated Party, which are of an extraordinary nature, inevitable, unpredictable and insurmountable and which objectively prevent the performance of the obligations under the Agreement (e.g. insurrection or civil disorder, war or military operations, flood, epidemics, quarantine measures, national or local emergency, acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind, whether or not involving either Party's employees (provided that in circumstances where the industrial dispute involves its own employees, the Party relying on or invoking the force majeure must have taken all reasonable actions to prevent such industrial disputes from arising), fire, lightning, explosion, subsidence, weather of exceptional severity) or any other cause whether similar or dissimilar, meeting the criteria set out in this Clause (hereinafter also called "**Force Majeure Event**").

II. Force Majeure Notification

The Party relying on or invoking the Force Majeure Event shall promptly notify the other Party in writing of a nature of the Force Majeure Event and the reasonably estimated extent and duration of its inability to perform or delays in performing its obligations.

III. Notification of Cessation

Upon cessation of the effects of the Force Majeure Event the Party relying on or invoking it shall promptly notify the other Party in writing of such cessation.

IV. Limitations to Force Majeure Release

The liability of a Party relying on or invoking the Force Majeure Event shall not be excluded and the time limit for the performance shall not be extended, if the Force Majeure Event only occurs at a time at which

such Party has already been in delay with the performance of its obligation under this Agreement, or if such Party fails to fulfill its duty to promptly inform the other Party of the nature and beginning of the Force Majeure Event.

V. Continued Performance of Unaffected Obligations

If as a result of a Force Majeure Event, the performance by the Party relying on or invoking it hereunder is adversely affected, such Party shall perform all of its other obligations that are not adversely affected by the Force Majeure Event. In discharging such obligations, the Party relying on or invoking the Force Majeure Event shall deploy and manage its resources so as, when taken together its obligations hereunder and its obligations towards any third parties, to avoid any undue discrimination against the other Party.

VI. Release of Other Party

1. To the extent, and for a period of time during which, the Force Majeure Event shall prevent a Party from performing hereunder, including the provision of services or facilities in accordance this Agreement, the other Party shall accordingly be released to the equivalent extent and during the same period of time from its obligations to make payment or provide other consideration for such services or facilities or complying with its obligations in relation thereto.
2. Neither Party shall be obliged to pay contractual penalties or damages in the case that fulfillment of such Party's obligation is prevented by the Force Majeure Event.

U. LIABILITY

I. Limitation

1. Subject to express provisions of the Agreement or mandatory law to the contrary, in performing its obligations hereunder, neither Party shall have any obligation of any kind to the other Party beyond the obligations to exercise reasonable skill and care.
2. Either Party shall be liable to the other Party under or in connection with the Agreement or otherwise for the actual damage as well as loss of profit, other consequential loss (whether direct or indirect), loss of time, loss of use or business interruption, loss of business or anticipated savings, wasted expenditure or for any indirect or other consequential loss in each event whatsoever and howsoever caused, including without limitation, by reason of misrepresentation, negligence, tort, breach of contract, or otherwise.
3. Each Party (the "Indemnifying Party") shall be liable to the other Party (the "Indemnified Party") for, and indemnify and hold it harmless against, all claims, proceedings, losses, liabilities, costs, damages and expenses caused by the Indemnifying Party's intentional misconduct or gross negligence committed in connection with this Agreement if such intentional misconduct or gross negligence results in:
 - 3.1. Personal injury, including death or disease, of any employee, officer or member of a body corporate of the Indemnified Party;
 - 3.2. Personal injury, including death or disease, of any third party contractor or agent of the Indemnified Party.
4. Neither Party shall be liable for any damage caused by it while complying with incorrect, incomplete, inaccurate, misleading or otherwise faulty specifications properly obtained from the other Party, provided that the receiving Party had notified the other Party in writing of deficiencies of such specifications before taking actions thereunder.
5. Subject to relevant statutes of limitations as set out in mandatory provisions of law, this Clause shall continue in full force and effect after the termination, rescission or cancelation of the Agreement.

V. CONTRACTUAL PENALTIES

1. If the Access Seeker shall be in default with the payment of the charges set in part L. of the Reference offer, T-Mobile shall be entitled to require from the Access Seeker the penalty in amount of:
 - 50.000 CZK for each individual case of delay in payment of the invoice, if the amount owed is between CZK 1 to CZK 500,000;
 - 100,000 CZK for each individual case of delay in payment of the invoice, if the amount owed is in the range of CZK 500,000 to CZK 1,000,000;
 - 200,000 CZK for each individual case of delay in payment of the invoice, if the amount owed is in the range of CZK 1,000,000 to CZK 3,000,000;
 - 300,000 CZK for each individual case of delay in payment of the invoice, if the amount owed is in the range of CZK 3,000,000 to CZK 5,000,000;
 - 500.000 CZK for each individual case of delay in payment of the invoice, if the amount owed is in excess of CZK 5,000,000
2. The Parties agree that requesting of the contractual penalties under the Agreement shall have no effect on the non-breaching Party's right to request the damages arising out of such breach to the full extent of the damage sustained in accordance with the section I. above.
3. The contractual penalties according to the Agreement (including its Annexes) shall be paid within 30 days following the delivery of the invoice to the obligated Party.
4. The other contractual penalties will be specified in an Annex of the Agreement.

W. CONTACT PERSONS

1. Access Seeker shall address its request for access to the following email address: velkoobchod@t-mobile.cz
2. Access Seeker will receive a confirmation about its request as well as name and contact-details of a T-Mobile employee who is further processing Access Seeker's request.
3. Access Seeker also to provide name and contact details of an employee being responsible for further communication during the processing of Access Seeker's request.
4. During the implementation process T-Mobile and Access Seeker will exchange contact details for operational tasks (fraud prevention, fault management, billing queries etc)

X. MISCELLANEOUS

I. Governing law

1. The Agreement and all matters arising from or connected with it shall be governed under the laws and regulation of the Czech law, primarily under the Commercial Code.
2. All disputes between the Parties in regard to the obligations or their interpretation resulting from Regulation EU 531/2012 shall be solved by the dispute resolution procedures laid down in Articles 20 and 21 of the Framework Directive.
3. All other disputes arising out of or from the Agreement shall be governed by the law of the Czech Republic before the court having subject-matter and local jurisdiction.

II. Updates

1. This Reference offer will be updated at least every year in order to update regulated prices.
2. This Reference Offer will be updated from time to time to ensure compliance with a relevant decision of the Czech Telecommunications Office or a relevant update of the BEREC Guidelines or other EU or national relevant documentation.
3. This Reference offer will be updated from time to time to ensure consistency with the offered services – especially in case service provisioning will require new methods for or modifications of the

Wholesale Roaming Access resulting in potential implications to T-Mobile's network elements or facilities.

4. As of the release date of an updated version of this Reference offer all access requests will be governed by the updated version. In case of pending access requests T-Mobile and Access Seeker will negotiate in good faith to agree on which elements of the updated version apply.

III. Other

1. T-Mobile will at its own discretion conclude or terminate international roaming agreements with other mobile network operators.
2. In case of changes to the roaming coverage of T-Mobile, T-Mobile will inform Access Seekers without undue delay. The Parties shall in good faith negotiate necessary actions if applicable.
3. The Parties are and shall remain at all times the independent contractors fully responsible for their respective own acts or defaults (including those of its employees, officers, or agents). Nothing in this Agreement shall be deemed to constitute a partnership between the Parties.

IV. Variations

Except as expressly provided in the Agreement, no variation, modification or amendment of the Agreement shall be effective unless agreed in writing and signed by the Parties.

V. Severability

The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of the remaining provisions of the Agreement.

VI. Replacement

If any provision of the Agreement is held to be illegal or unenforceable by any competent authority, the Parties shall exercise their reasonable efforts to replace such a provision without undue delay with a valid and enforceable provision with an identical, or at least substantially similar, commercial and legal purpose and effects.

Y. FINAL PROVISIONS

1. The Agreement shall be made out in English language and shall be executed in four (4) counterparts each with the validity of the original. Each Party shall receive two (2) counterparts hereof. In the event of any discrepancy between the English language version of the Agreement and any translation hereof to any other language, the English language version of the Agreement shall prevail.
2. The Agreement comes into force with the signature of the Parties and begins on the date of the last signature. This Agreement comes into effect on the day when readiness is announced by writing to Access Seeker by T-Mobile in accordance with the Art. D.3. of this Reference offer.

Z. ANNEXES OF THE AGREEMENT

The Agreement should include the following Annexes, which may further specify the scope of performance, other rights and obligations of the parties to the Agreement:

- Annex 1. Interconnection and other interfaces – detailed specification
- Annex 2. SLA
- Annex 3. Contractual penalties