

# Reference Interconnect Offer Mobile (RIOM)

Version 3.2.3

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# Summary

Schedule 1	Glossary	16
Schedule 2	Interconnection Architecture	19
2.1.	National Interconnection Sites	19
2.2.	System Alteration	19
2.3.	Standards	19
Schedule 3	The Terminating Access Service	20
Schedule 4	Interconnection Link Services	21
4.1.	IP Interconnections	21
4.1.1.	Operator-sited IP Interconnection	21
4.1.2.	POST Technologies-sited IP Interconnection	21
4.1.3.	Interconnection Links	22
4.2.	Non-standard Requests	23
4.3.	Quality of Service of POST Technologies' Interconnection Services	23
Schedule 5	Tariffs	24
5.1.	Tariffs Applicable to the Terminating Access Service	24
5.1.1.	Terminating Access Service to Mobile Network of Calls Originating within the EEA	24
5.1.2.	Terminating Access Service to Mobile Network of Calls Originating outside of the EEA	24
5.2.	Tariffs applicable to the Interconnection Link Service	27
5.2.1.	IP Interconnections	27
5.2.1.1.	Operator-sited Interconnection	27
5.2.1.2.	POST Technologies-sited Interconnection	27
5.2.2.	Modification of Interconnection Links	27
5.2.3.	Labour Costs	28

# 1. RIO Legal Terms

This Reference Interconnect Offer Mobile ("**RIOM**") defines the terms and conditions, which shall apply and be granted by POST Technologies to Operators ("**Operators**") for the provisioning of POST Technologies' Interconnect Services as required by Regulation ILR/T21/2

All Schedules attached to this RIOM form an integral part hereof and detail the different Interconnect Services and their respective applicable provisioning terms offered by POST Technologies under this RIOM.

The Co-location services as referred to from time to time in this RIO are part of and subject to the applicable Reference Co-location Offer ("**RCO**") and shall be provided by POST Technologies to the Operators in compliance with the specific terms and conditions of the said RCO.

As from the effective date of an Interconnect Agreement the Operator is subject to this RIOM and any of its subsequent and/or to any reference offers replacing it, as from their date of definitive publication in compliance with the applicable regulations and, more particularly, in compliance with Regulation 14/177/ILR.

This RIOM does not purport to diminish the rights of Operators to seek additional services nor POST Technologies' obligation to provide additional services under applicable law.

Apart from this RIOM, POST Technologies' commercial offers as well as any other valid and applicable reference offer(s), if any, are still available to the Operator on request pursuant to their respective terms and conditions.

## 1.1. Services covered

This RIOM defines the minimal terms and conditions for Interconnect Services which POST Technologies will grant to Operators.

Nevertheless, POST Technologies reserves the right to provide more beneficial terms and conditions on a commercial basis, in accordance with the applicable regulatory framework, including the principle of non-discrimination.

The Interconnect Services covered by this RIOM are:

- (i) Interconnection Link Services for IP interconnections to POST Technologies' mobile voice network in compliance with Regulation ILR/T17/9.
- (ii) Terminating Access Services.

A detailed description of these services is provided in Schedule 2, Schedule 3 and Schedule 4.

Interconnect Services delivery and operations by POST Technologies shall be in accordance with the applicable Technical Information, as provided by POST Technologies to the Operator, which shall conform to the general principles set out in and form integral part of the RIOM.

Remaining operational TDM interconnections purchased under the terms of the previous Reference Interconnect Offer shall be terminated or migrated to IP interconnections until 30/06/2023.

No support for TDM interconnections will be provided beyond that date. Operators still using TDM interconnections must submit a migration planning proposal (i.e. dates, duration, ...) and coordinate the action plan with POST Technologies before 30/12/2021.

## **1.2. Definitions and Interpretation Rules**

### 1.2.1. Definitions

Unless expressly stated otherwise

- (i) references to an article are references to an article of the RIOM, while references to clauses, schedules and annexes are to the clauses, schedules and annexes of the RIOM; references to paragraphs are to paragraphs of the relevant schedule;
- (ii) reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), while references to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it;
- (iii) a reference to one gender shall include a reference to the other genders and vice versa;
- (iv) words in the singular shall include the plural and vice versa, while references to a gender include any other gender;
- (v) writing or written includes faxes but not e-mail, except if specifically specified in this RIOM or in the Interconnect Agreement;
- (vi) where the words "include(s)", "including" or "in particular" are used, they are deemed to have the words "without limitation" following them. The words "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them;
- (vii) any obligation in the RIOM or the Interconnect Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

### 1.2.2. Interpretation Rules

To the extent that they are consistent with and the subject-matter of the provisions concerned have not been replaced by the terms of the RIOM and/or the Interconnect Agreement, the General Terms and Conditions for Sale (GTSC) of POST Technologies, which can be consulted on POST Technologies' Website, will apply to the provision of the Interconnect Services.

Unless expressly defined otherwise hereafter (in particular in Schedule 1 - Glossary below), the terms used in this RIOM shall be construed and interpreted in accordance with the Law of February 27th, 2011 on and Electronic Communication Networks and Services and its implementing regulations.

## **1.3. Term**

This RIOM is valid as from the date of its definitive publication in accordance with Regulation 14/177/ILR unless the ILR advises otherwise or unless

- (i) a new RIOM is published or adopted by POST Technologies, in compliance with Regulation ILR/T21/2, or
- (ii) a material change occurs in the laws or regulations with respect to electronic communication services and networks in Luxembourg and this only to the extent that such a material change would render the RIOM inapplicable or unenforceable.

#### **1.4. Amendments**

In accordance with Regulation 14/177/ILR the content of this RIOM may be timely reviewed and amended in order to comply with applicable rules and regulations. However, amendments to the general conditions of POST Technologies and to the Technical Information can be made in accordance with the amendment provisions set forth therein.

Furthermore, the ILR has the right to request or impose on POST Technologies modifications to the applicable RIOM or the adoption of a new RIOM to be undertaken by POST Technologies in compliance with the applicable procedural rules and regulations.

#### **1.5. RIOM Tariffs**

All RIOM Tariffs, including those specified in the Schedule 5, are in EURO (€) and exclusive of Value-Added Tax (VAT) or any other legal taxes, which will be added where applicable.

POST Technologies may revise the RIOM Tariffs at any time in accordance with Regulation ILR/T21/2 after having definitively published the reviewed RIOM Tariffs in accordance with Regulation 14/177/ILR.

If any RIOM Tariff or the means and/or methods of calculating such RIOM Tariff is subject to a legal review by the ILR or with any other administrative or judicial authority, the concerned RIOM Tariff or the concerned calculation method shall be treated as valid until the final conclusion of the legal review, unless the competent authority directs otherwise. If an authority finds a RIOM Tariff or a RIOM Tariff calculation method to be unlawful then POST Technologies shall make any necessary alterations to RIOM Tariffs for the future.

#### **1.6. Billing**

The Operator undertakes to pay all invoices in relation to this Interconnect Agreement in EURO (€) and within the payment period specified on the relevant invoice(s), it being specified that the Operator shall pay to POST Technologies all due amounts as set forth above irrespective of (i) the billing by the said Operator to its own End User and/or of (ii) the payment by the End User(s) of the services provided to them by the Operator on the basis of or in relation to the Interconnect Services or any other telecoms service(s) provided by POST Technologies to the Operator.

Upon POST Technologies' request, the Operator shall provide an irrevocable and unconditional bank guarantee issued in favour of POST Technologies by an EU financial institution for an amount of at least 75.000 €

- (i) before POST Technologies' acceptance of any order in case the Operator's creditworthiness appears to be not sufficient for the Interconnect Services to be provided by POST Technologies; or in case
- (ii) the Operator has had repetitive credit defaults in the past towards POST Technologies, whichever may be the type of services concerned;
- (iii) the Operator fails to make payment to POST Technologies of any undisputed amount when due in relation to the Interconnect Services; or
- (iv) in case the Operator has a material, negative change in its financial conditions and/or creditworthiness.

The above-mentioned guarantee shall be issued for a period equivalent to the duration of the Interconnect Agreement, but may be extended having regards to the circumstances upon POST Technologies' request. When, and as long as serious and ascertained doubts exist regarding the Operator's creditworthiness or solvency, POST Technologies may without prejudice to previous arrangements require payment in advance.

## **1.7. Parties' Obligations**

1.7.1. POST Technologies shall be responsible for

- (i) the Network used to provide Interconnection Link Services and Terminating Access Services to the Operator;
- (ii) connecting, operating and disconnecting Interconnection Links further to and in compliance with valid Operator's confirmed orders submitted to POST Technologies in accordance with Schedule 4;
- (iii) enabling the termination of received voice traffic on End User terminals and national phone numbers allocated to and routed within POST Technologies' Network;
- (iv) informing the Operator on system alterations to be made in POST Technologies' Network and having a potential effect on the services offered by the Operator in compliance with Article 2.5;

1.7.2. The Operator shall at least be responsible for the following:

- (i) ordering or terminating, as the case may be, an Interconnect Service in accordance with Schedule 4;
- (ii) using exclusively telecommunications equipment compliant with applicable regulations as well as with any specifications provided by POST Technologies in accordance with the terms of this RIOM;
- (iii) conducting appropriate fault testing and timely producing associated Fault Reports to evidence faults in POST Technologies' Network in accordance with this RIOM;
- (iv) complying with any obligations of or related to legal interception;
- (v) tracking POST Technologies' system alteration activities as well as achieving relevant steps and actions in due time in order to make sure that Interconnect Services are maintained;
- (vi) notifying POST Technologies in writing of its contact details relevant for or in relation to the Interconnect Services as of the signature date of the Interconnect Agreement as well as notify any change thereto to POST Technologies in due time and in any case sufficiently in advance in compliance with the Interconnect Agreement.

1.7.3. No Operator (including POST Technologies) shall be responsible for the content of traffic or transactions passed through its own or an Operator's network (including POST Technologies' Network). Laws and regulations regarding confidentiality and access by legal authorities to traffic or transactions on the Operator's and POST Technologies' network will apply.

## **1.8. POST Technologies' General Powers**

- 1.8.1. POST Technologies may refuse to grant access to any Interconnect Services to any Operator for justified technical constraints or the necessity to warrant POST Technologies' Network's integrity. Any decision to refuse to grant access will be notified to the ILR.
- 1.8.2. Occasionally, POST Technologies, acting reasonably, may suspend in whole or in part the Interconnect Services for any of the following reasons:
  - (i) if required by any administrative or judicial authority duly authorised and empowered to do so, or
  - (ii) for maintenance reasons, network adaptations and/or in case of any usage creating perturbations or disruptions of any part of the Interconnect Services or of any other service(s) using the same infrastructure.
  - (iii) in order to ensure the general availability of the Interconnect Services.
- 1.8.3. Wherever possible, POST Technologies will give the Operator reasonable written notice before performing any of the actions related to the above and POST Technologies will do its best efforts to restore Interconnect Services as soon as possible after the concerned temporary suspension.
- 1.8.4. POST Technologies shall have the right to disconnect any equipment or any part of it without prior reference or notice to the Operator if at such time, in POST Technologies' reasonable opinion it is exposing or could expose any person to any danger of death or injury.
- 1.8.5. Without prejudice to the foregoing clause, POST Technologies shall have the right to request the Operator to disconnect any equipment or any part of it within a reasonable time period, if, at such time, in POST Technologies' reasonable opinion, it is causing, suspected of causing or could cause damage to the Network or if such exposure or damage is or may be imminent, POST Technologies will immediately notify the Operator of the circumstances in which such compliant equipment has to be disconnected. If the Operator has not disconnected the concerned equipment within a reasonable time period, POST Technologies shall have the right to disconnect itself the concerned equipment after prior notification thereof to the Operator.
- 1.8.6. POST Technologies shall not be liable to the Operator for any loss, damage or injury arising due to POST Technologies' action in disconnecting the equipment or for any interruption to the service provided by the Operator using the equipment howsoever caused, except where the loss, damage or injury is caused directly due to POST Technologies' gross negligence.
- 1.8.7. In the event of a disconnection in accordance with the above, the Operator shall not reconnect the equipment until the reasons for its disconnection have been fully remedied. In case the danger or threat referred to above is caused directly due to POST Technologies' negligence, then POST Technologies shall reimburse to the Operator the evidenced reasonable direct costs of reconnecting the equipment.

## **1.9. Limitation of Liability**

- 1.9.1. POST Technologies has no obligation of any kind to the Operator beyond the obligations to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under the RIOM and the Interconnect Agreement.

- 1.9.2. Neither Party undertakes any liability for the acts or omissions of a third provider of telecommunications services, nor shall be held liable for such act or omission. As a consequence, the Party affected by such an act or omission shall carry out all appropriate rights and measures against the concerned third-party provider of telecommunications services, without involving the other Party, while the latter will, if appropriate having regards to the circumstances, reasonably cooperate with the concerned other Party in relation to the above.
- 1.9.3. Neither POST Technologies nor the Operator excludes or restricts its liability for death or personal injury caused by its own negligence or liability.
- 1.9.4. POST Technologies will not be liable to the Operator for any claims, proceedings or actions brought or made against POST Technologies by any of the Operator's End Users, it being specified that in such case the Operator shall keep POST Technologies free and harmless of any such claims, proceedings or actions.
- 1.9.5. Neither Party shall be held liable to the other in contract, tort or otherwise, to the fullest extent permitted by law, for indirect or consequential damage or any other loss of profit whatsoever arising in connection with the implementation of this RIOM and the relevant Interconnect Agreement, howsoever caused.

## **1.10. Property**

All relevant infrastructures and equipment used by POST Technologies for the provision of Interconnect Services to the Operator remain and shall remain the integral property of POST Technologies.

The Operator shall be responsible for any equipment put at disposal by POST Technologies and must take reasonable steps to ensure that nobody (other than someone expressly authorised by POST Technologies) adds to, modifies or in any way interferes with it. The Operator will be liable to POST Technologies for any loss of or damage to POST Technologies' equipment, except where such loss or damage is due to fair wear and tear or is caused by POST Technologies, or anyone acting on POST Technologies' behalf.

Any software and/or user manuals provided or made available by POST Technologies to the Operator in relation to any part of the Interconnect Services:

- (i) are and shall remain protected by applicable copyright law and as such, any copy, translation, transcription, bearing, correction, integration modification thereof, whichever may be the type, support, way and/or extend thereof, either by the Operator or by an End User, is strictly prohibited; and
- (ii) shall remain the exclusive property of, as the case may be, POST Technologies or any third-party having title thereto.

The Operator expressly undertakes to take and/or cause to take all and all necessary or appropriate steps and measures to prevent any breach of the above provisions.

With the cessation of any part of the Interconnect Services by the Operator, whatever the reason, any usage rights of the Operator on that relevant infrastructure, software and/or user manuals shall automatically expire on the effective cessation date of the Interconnect Services, without POST Technologies having to carry out any specific steps in relation thereto and/or for that specific

purpose and without prejudice to the right of POST Technologies to recover any physical elements that are its property.

### **1.11. Information Exchange, Confidentiality**

1.11.1. In order to implement the RIO and the Interconnect Agreement, POST Technologies and the Operator will have to exchange information and the disclosing Party undertakes to use reasonable endeavours to ensure that the information disclosed is correct to the best of its knowledge at the time of such information provision.

1.11.2. The POST Technologies Staff is under professional secrecy. This legal obligation binds the personnel to secrecy concerning the Operator, as well as its services and data (including those of its End Users).

1.11.3. With respect to each and any Confidential Information provided by either Party (the "Disclosing Party") to the other (the "Receiving Party") in relation to this Agreement, the Receiving Party undertakes to:

- (i) hold such Confidential Information in confidence and protect it with the same degree of care with which it protects its own Confidential Information of equivalent importance, but in no event less than reasonable care;
- (ii) use such Confidential Information only in pursuance of its business relationship with the other Party and its Affiliates as well as in relation to the Interconnect Agreement and/or the Interconnect Services;
- (iii) not copy or otherwise duplicate in whatever form and on whatever support or mean either known or unknown to date (e.g. in written, pictorial, electronically stored or other tangible form) such Confidential Information or knowingly allow anyone else to access, copy or otherwise duplicate any of such Confidential Information under its control without the Disclosing Party's prior written approval (which shall not be unreasonably refused, delayed or conditioned), except as regards to Authorised Persons as defined below;
- (iv) restrict access to and disclosure of such Confidential Information solely to those of its employees (including its management and directors), external advisors and/or consultants and any of those of its Affiliates and/or of those of its Subcontractors with a strict need to know and directly involved in the implementation of this Agreement and/or in the provision of any part(s) of the Services (collectively the "Authorised Person(s)"), and not to disclose Confidential Information to any third parties (including, without limitation, any of its other agents, consultants and/or subcontractors not being Authorised Persons); as well as
- (v) require that all Authorised Persons to which access to the Confidential Information has been or will be granted or given duly agree to maintain the confidentiality thereof, and specifically to comply with the provisions set forth herein by contract, work rules or other appropriate methods at the Receiving Party's option; and
- (vi) not analyse or reverse engineer for composition of any Confidential Information, nor assist others to disassemble, decompile, reverse engineer or otherwise attempt to recreate the Confidential Information.

1.11.4. Each Party shall take all reasonable steps and measures to:

- (i) avoid disclosure, dissemination and more generally unauthorised access to or use of Confidential Information, which shall comply with the measures it usually takes to

protect its own confidential information or its information of a similar nature and in any case take not less than reasonable care; and

- (ii) segregate Confidential Information from third parties' confidential materials, in particular to prevent commingling; and
- (iii) at its sole expense and including but not limited to court proceedings, to restrict its Authorized Persons from prohibited or unauthorized disclosure or use of the Confidential Information as well as to make each of them sign individual secrecy commitments at least equivalent to those contained in the Interconnect Agreement.

1.11.5. This Article 1.11 shall nevertheless not prevent or refrain any Party from complying with its legal information obligations.

1.11.6. The Receiving Party may in particular disclose Confidential Information to European or national competent governmental or administrative authorities to the extent strictly necessary to ensure compliance with any law. In case Confidential Information is to be communicated pursuant to the requirement of law, regulation, judgment, order from any competent administrative authority or judicial body and/or request for the needs of any proceedings with any courts or administrative authorities, having the right to request the disclosure of such a Confidential Information, the Receiving Party shall, to the extent permitted by any applicable law or the relevant regulation, authority or body, notify such request for disclosure to the Disclosing Party without undue delay upon receipt thereof so that the Disclosing Party may, at its sole discretion and costs, seek protective order, confidential treatment and/or other appropriate remedy.

In any case, the Receiving Party shall be entitled to disclose such Confidential Information as strictly requested by the relevant authority, provided it duly specifies to the said authority at the time of such disclosure the confidential nature of such Confidential Information and takes all relevant steps to ensure due protection thereof to the widest extent possible.

1.11.7. The Receiving Party shall notify to the Disclosing Party, immediately upon discovery or knowledge thereof, any unauthorised use, access and/or disclosure of any Confidential Information or any other breach of this Article 1.11 and undertakes in such a case to (i) reasonably cooperate with and support the Disclosing Party and/or its Affiliates to protect its/their rights and when relevant to regain possession of such Confidential Information as well as to mitigate the consequences of such unauthorised use, access and/or disclosure, to (ii) take out and achieve without undue delay all appropriate and relevant steps and measures to prevent further unauthorised use, access and/or disclosure of the Confidential Information or part thereof and to (iii) take appropriate defensive measures against any claim of infringement, in accordance with the reasonable instructions of the Disclosing Party.

1.11.8. All Confidential Information shall remain the property of the Disclosing Party and/or as relevant of the owner of the concerned Confidential Information.

1.11.9. The Parties agree that the provisions strictly relating to confidentiality set forth in this Article 1.11 shall survive any termination of the Interconnect Agreement, whichever may be the ground, for a three years (3) period as from the effective termination date of the Interconnect Agreement.

1.11.10. The Parties hereby declare and warrant that they comply with data protection and privacy laws, and any other laws in relation to the Interconnect Services, to the extent applicable to them. Each Party particularly undertakes to (i) comply with the legislation in force

relating to personal data protection and computer security, including in particular the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27<sup>th</sup> April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the law of 1 August 2018 on the organization of the National Commission for Data protection as well as the amended law of 30 May 2005 on the protection of privacy in the electronic communications sector (ii) hold and maintain such security infrastructure and organization as relevant or necessary to comply with and reasonably carry out its rights and obligations pursuant to this Agreement under optimum safety condition and in compliance with applicable laws.

## **2. RIOM Operational Terms**

### **2.1. The Interconnect Services shall:**

- (i) be provided by POST Technologies to an Operator in accordance with the terms and conditions of this RIOM;
- (ii) consist of and include the provisioning by POST Technologies to an Operator of:
  - a. service to enable the Operator to terminate voice calls on POST Technologies' mobile voice network and to its connected End Users using National Numbers registered to POST Technologies' Network,
  - b. interconnection between POST Technologies' and the Operator's network at specified interconnection points for the handover of the aggregated voice traffic flows for the terminating access services provided to the Operator in the context of this RIOM, or
  - c. maintenance and fault clearance for the provided services.

### **2.2. Quality of Service**

The quality of the service as set out in paragraph 4.3 of Schedule 4 shall apply to the provision of the Interconnect Services, but shall not apply in case of any Force Majeure event.

### **2.3. System Protection**

Each Party is responsible for the safe operation of its respective system and shall take all reasonable and necessary steps and measures in its operation, implementation and maintenance to ensure that its system does not

- (i) endanger the safety or health of employees, contractors, agents or End Users of the other Party, nor
- (ii) damage, interfere with or cause any deterioration in the operation of the other Party's system or a third-party operator's system.

### **2.4. Configuration and Technical Constraints**

- 2.4.1. Interconnection Link Services and Terminating Access Services will be provided in accordance with the technical constraints specified in Schedule 2, Schedule 3 and Schedule 4.
- 2.4.2. POST Technologies shall in no case be liable for any shortage of capacity on the Interconnection Links due to inadequate dimensioning or forecasting by the Operator.

### **2.5. Scheduled System Alteration**

#### **2.5.1. Scheduled system alteration with major impact**

When POST Technologies wants to make a system alteration which may reasonably have a major impact on the proper provision of the Interconnect Services under this RIOM to one or several Operator(s), it shall give to the concerned Operator(s) a minimum six (6)-

month written notice prior to the foreseen date of the anticipated system alteration, which shall specify the technical details of the contemplated system alteration and the foreseen date of the said anticipated system alteration.

Following such notification, POST Technologies shall provide to the Operator additional information, as the Operator may reasonably request, including, to the extent reasonably practicable, the potential impact thereof on the service(s) provided by the Operator to the End Users.

#### 2.5.2. Scheduled system alteration without major impact

When POST Technologies wants to make a system alteration which may reasonably not have a major impact on the proper provision of the Interconnect Services under this RIOM to one or several Operator(s), it shall give to the concerned Operator(s) a prior notice having regards to the circumstances which shall in no case be less than three (3) business days prior to the foreseen date of the said anticipated system alteration. Such notification shall specify the technical details of the contemplated system alteration, the foreseen date of the related works and the reasonably foreseeable impact of the said works on the Interconnect Services provisioning.

### **2.6. Works or Intervention due to a POST Technologies Network Failure or an Emergency Case**

In case POST Technologies has to intervene on its network further to a network failure or an emergency case, POST Technologies will do its best efforts to limit the time of its intervention having a possible impact on the provisioning of the Interconnect Services to the reasonable minimum time having regards to the circumstances. In any case, POST Technologies will inform the Operators of such an intervention as soon as reasonably possible, while the restoration of the service provisioning on POST Technologies' network shall be the priority.

### **2.7. Coordination between the Parties**

2.7.1. POST Technologies will put into place entities in order to manage provisioning of the Interconnect Services, which will be accessible from 8:00 to 12:00 and from 13:00 to 17:00 from Monday to Friday, except on legal, public and usage holidays in Luxembourg, while entities in charge of maintenance and fault repair of the Interconnect Services will be accessible 24 hours a day, 7 days a week, including legal, public and usage holidays in Luxembourg.

2.7.2. The contact details of these entities will be published on POST Technologies' Website and shall be the exclusive contact points for any and all Operator's handling questions regarding the operational management of the Interconnect Services.

2.7.3. The Operator undertakes to (i) contact only POST Technologies' contact points as specified here above and to (ii) provide its own contact points for the management of Interconnect Services, including for questions regarding operational subjects.

2.7.4. POST Technologies' and the concerned Operator's respective contact points in relation to this RIOM and to the provision and maintenance of the Interconnect Services are or, as the case may be, will be specified in the concerned Interconnect Agreement. In addition, POST Technologies will publish its contact points on POST Technologies' Website, while the later version thereof shall always prevail over older ones.

### **3. Procedure for reaching an Interconnect Agreement**

Interconnect Agreements will be negotiated and entered into, based on the standard terms and conditions, pursuant to and in compliance with the applicable legislation and POST Technologies shall endeavour its best efforts to conclude an Interconnect Agreement in no less than fifteen (15) days after receipt of a valid request.

Any request for entering into an Interconnect Agreement with POST Technologies under this RIOM must be made in writing and per registered mail to the following address:

**POST Technologies**

*Wholesale and Corporate Functions*

L-2999 Luxembourg

Tel: +352 49 91 1

## Schedule 1 Glossary

Call	The establishment of a connection through a telecommunications network and the transmission and the delivery of a signal from the terminal on which this signal was generated to the terminal to which this signal is addressed or to a network platform or any other facility giving an automatic answer in those cases where the connection cannot be established.
Calling Line Identification (CLI)	The CLI is the number of the calling user conveyed by each Operator's network for each call, it may also be provided by the network or partly by the calling user. This information is flagged either as "network-provided" or as "user provided, verified and passed". If the verification of a user provided CLI fails, the network-provided CLI will be transmitted.
Calling Line Identification Presentation (CLIP)	Supplementary service provided for in ITU-T Recommendation I.251.3.
Calling Line Identification Restriction (CLIR)	Supplementary service provided for in ITU-T Recommendation I.251.4.
Codec	Device or computer program for encoding or decoding a digital data stream or signal
Confidential Information	<p>Includes, without limitation,</p> <ul style="list-style-type: none"> <li>a. all non-public information relating the technology, infrastructure, customers, business plans and business models, tariffs and prices, promotional and marketing activities, strategy, finances, and other business affairs, possible routes, needs, constraints and/or requirements, offers and/or potential or possibly involved Subcontractors or providers relating to any Party and/or its Affiliates;</li> <li>b. all third party information that the concerned Party and its Affiliates are obliged to keep confidential; as well as</li> <li>c. any possible combination of any of the above</li> </ul> <p>and excludes information which</p> <ul style="list-style-type: none"> <li>a. was in the legitimate possession of the Receiving Party (as defined below) at the time of its disclosure by the Disclosing Party (as defined below) or corresponds in substance to information developed by the Receiving Party, as it can be demonstrated on the basis of previously existing documents, and which was not previously acquired from the Disclosing Party on a confidential basis;</li> <li>b. was in the public domain at the time of its disclosure by the Disclosing Party to the Receiving Party, as it can be demonstrated on the basis of published documents which were generally available prior to the disclosure of the relevant information;</li> <li>c. is considered to be part of the public domain subsequent to its disclosure by the Disclosing Party to the Receiving Party, as it can be demonstrated on the basis of documents which were published and are generally available through no act or failure to act of the Receiving Party; and</li> <li>d. was disclosed by a third party to the Receiving Party without restriction on disclosure or use, unless the Receiving Party had actual knowledge that the third party acquired possession of it unlawfully or by a breach of contract or a fiduciary relationship.</li> </ul>
EEA	European Economic Area, which includes all EU countries as well as Iceland, Liechtenstein and Norway (status on 1 <sup>st</sup> March 2021)
End User	Any natural or legal person with whom an operator has entered into an agreement for the provision of publicly available telecommunication services
Force Majeure	A force majeure event as defined in the GTCS of POST Technologies

G.711	ITU-T standard for audio companding primarily used in telephony.
G.722	ITU-T standard 7 kHz Wideband audio codec operating at 48, 56 and 64 kbit/s.
GTCS	POST Technologies' General Terms and Conditions for Sale in force, which can be consulted on POST Technologies' Website.
ILR	<i>Institut Luxembourgeois de Régulation</i> , the national regulatory authority in Luxembourg, in particular in the field of electronic communications networks and services
Intellectual Property Rights	Means all rights in inventions, patents, copyrights, design rights, trademarks and trade names, trade secrets, know-how and other rights having a similar effect (whether registered or unregistered) and all applications for the same anywhere in the world
Interconnect Agreement	The agreement that must be concluded between POST Technologies and the Operator in order to make the terms of the RIOM binding upon the Operator In view of the provision of Interconnect Services by POST Technologies and any specific services and features ancillary to the Interconnect Services if expressly agreed therein by the Parties.
Interconnect Service(s)	Refers to the following services as described in this RIOM : (i) Terminating Access Services as referred to in Schedule 3 (ii) Interconnection Link Services as described in Schedule 4
Interconnection	The interconnection with POST Technologies, as defined by ILR regulation referenced ILR/T21/2.
Interconnection Link	A Link between a POST Technologies Access Point and an Operator Access Point for the provision of Interconnection traffic.
International Public Telecommunication Number	Defined as in ITU-T Recommendation E.164.
IP	Internet Protocol
Link	Set of telecommunications facilities necessary to establish one or more transmission paths between two locations.
National (Significant) Number	Defined as in ITU-T Recommendation E.164.
Operator	Any legal or natural person operating telecommunications networks and/or providing telecommunications services in Luxembourg as approved by the ILR and having entered into an Interconnect Agreement with POST Technologies
Operator Access Point	The physical interface within the Operator's System at which the Interconnection Services can be delivered.
Parties	Collectively POST Technologies and the Operator as specified in the relevant Interconnect Agreement
Party	As the case may be, either POST Technologies or the Operator as specified in the relevant Interconnect Agreement
POI	The physical point on the Interconnection Link where the telecommunications network of POST Technologies and the Operator's System are interconnected. The POI is the boundary between POST Technologies' and the Operator domains of responsibility.
POST Luxembourg	Name used in all its commercial relationships by the "Entreprise des Postes et Télécommunications, an autonomous "Etablissement Public" created by the "Loi du 10 août 1992 portant création de l'Entreprise des Postes et Télécommunications" as further modified.
POST Technologies	Telecommunications division of POST Luxembourg
POST Technologies' Access Point	The physical interface within POST Technologies' System from which the Interconnection Services can be obtained.
POST Technologies' Network	Collection of all terminal nodes, links and intermediate which are connected so as to enable telecommunication between all terminals. Includes POST Technologies' passive network (copper and fibre network) as well as POST Technologies' active transport network (access network, backbone).

POST Technologies' Website	Refers to POST Technologies' website for operators <a href="http://www.posttechnologies.lu/en/operators">http://www.posttechnologies.lu/en/operators</a>
RCO	Reference Co-location Offer
Regulation 14/177/ILR	The ILR regulation referenced 14/177/ILR, dated August 28, 2014 and titled: « <i>Règlement 14/177/ILR du 28 août 2014 concernant les procédures à suivre par un opérateur identifié comme puissant sur le marché dans le cadre de l'obligation de publication d'une offre de référence</i> », as may be subsequently amended or replaced in whole or in part.
Regulation ILR/T17/9	The ILR regulation referenced ILR/T17/9, dated August 9, 2017 and titled: « <i>Règlement ILR/T17/9 du 9 août 2017 relatif aux exigences techniques et opérationnelles minimales requises pour l'interconnexion en mode IP pour la voix sur les réseaux téléphoniques publics individuels en position déterminée - secteur communications électroniques</i> », as may be subsequently amended or replaced in whole or in part.
Regulation ILR/T21/2	The ILR regulation referenced ILR/T21/2, dated January 20, 2021 and titled: « <i>Règlement ILR/T21/2 du 18 janvier 2021 portant sur la définition du marché pertinent de la fourniture en gros de terminaison d'appel vocal sur réseaux mobiles individuels (marché 2/2014), l'identification des opérateurs puissants sur ce marché et les obligations leur imposées à ce titre</i> », as may be subsequently amended or replaced in whole or in part.
Regulation EU 2021/654	Commission Delegated Regulation (EU) 2021/654 of 18 December 2020 supplementing Directive (EU) 2018/1972 of the European Parliament and of the Council by setting a single maximum Union-wide mobile voice termination rate and a single maximum Union-wide fixed voice termination rate
RIOM Tariff(s)	Any tariff applicable to any part of the Interconnect Service(s) as specified in Schedule 5 of this RIOM.
RIOM	Reference Interconnect Offer - Mobile
ROLLS	Reference Offer for Leased Line Services
TDM	Time Division Multiplexing
Technical Information	Documentation about the technical characteristics related to this RIOM.
Working Day(s)	Any day of the week in Luxembourg under exclusion of Saturday, Sunday as well as any public, statutory or bank holiday in the Grand-Duchy of Luxembourg.

## **Schedule 2      Interconnection Architecture**

### **2.1. National Interconnection Sites**

POST Technologies has defined specific sites for use as national Interconnection Access Points on grounds of their optimal network integration. These are existing POST Technologies sites, containing relevant switching and transmission equipment with all digital functionality for national mobile traffic.

IP interconnections based on SIP signalling protocols available at:

- interconnection point 1: 10, rue d'Eprenay L-1490 Luxembourg-Gare
- interconnection point 2: 2, rue du Fort Thüngen L-1499 Luxembourg-Kirchberg

The Operator can either use both Interconnection Access Points or select the Interconnection Access Point at which it wants to interconnect its system.

IP Interconnection will be supplied in compliance with Regulation ILR/T17/9 regarding the minimal technical and operational requirements for IP based Voice Interconnections on public telephony networks.

In case of national interconnections, the offered Interconnect Services relate to all voice calls terminated on POST Technologies mobile network towards a number dedicated to mobile telephony services as assigned by the regulator according to the National Numbering Plan.

Operators not present within the co-location facilities at the aforementioned sites can request a quote for additional Ethernet/IP lines to extend the interconnection to a site of their choice within Luxembourg.

### **2.2. System Alteration**

If POST Technologies wishes to make a system alteration, it shall give the Operator and the ILR no less than 6 months written notice prior to the date of the anticipated system alteration. The notice shall specify the technical details of the system alteration and the date of the anticipated system alteration. Following such notification, POST Technologies shall supply to the Operator such information as the Operator may reasonably request, including, to the extent reasonably practicable, the potential impact on the service provided by the Operator to the End Users.

### **2.3. Standards**

Where relevant for interconnection with POST Technologies, the following hierarchy of standards and procedures will apply:

- Any legal requirements (incl. requirements defined via regulation issued by the ILR)
- ETSI standards
- ITU-T Recommendations
- National standards
- Any other international standards

The signalling system for IP interconnections will be based on the SIP protocol and comply with the regulations as issued by the ILR.

## **Schedule 3      The Terminating Access Service**

The Terminating Access Service conveys a Call handed over from the Operator's System, at a in POST Technologies Access Point for termination on any national number allocated in POST's mobile Network. Tariffs may be different for different categories of services identified by different number ranges.

The tariffs applied by POST Technologies for the provision of the Terminating Access Service to mobile numbers, including ported numbers are indicated in Schedule 5. Only calls that have been setup successfully and answered will be charged. The charging time starts with the answering signal and ends with the first clear signal generated either by the calling or the called party.

Whenever CLI is transferred to the telecommunications network of POST Technologies, POST Technologies will not communicate such CLI to an end-user if such CLI is marked as CLIR, unless the call is directed to an emergency number.

## **Schedule 4      Interconnection Link Services**

### **4.1. IP Interconnections**

The IP Interconnection Link Service consists in the physical linking between a POST Technologies Access Point and an Operator Access Point. The IP Interconnection Link provided by POST Technologies will be delivered on an Ethernet interface and provide a flexible bandwidth which can be adapted to suit the Operator's needs and capacity requirements.

POST Technologies will ensure the availability of the following Interconnection Link Services for the conveyance of the Operator's traffic:

- (a) Operator-sited interconnection
- (b) POST Technologies-sited interconnection

#### **4.1.1. Operator-sited IP Interconnection**

For Operator-sited interconnections, POST Technologies will supply and operate an Interconnection Link in its entirety for bi-directional traffic. The Interconnection Link will remain POST Technologies' property. Tariffs for Operator-sited interconnections are indicated in Schedule 5.

The Point of Interconnection (POI) shall be located at the Access Point on the DDF (Digital Distribution Frame) of the Party that has the operational responsibility for the Interconnection Link.

The Operator will provide access to POST Technologies at its site for the installation and maintenance of its transmission equipment located at this site. The Operator will supply a suitable location for this equipment, electric power and safekeeping at no cost to POST Technologies, as far as the equipment is used for the Interconnection Link(s) carrying the Operator's interconnect traffic.

In the event of breakdown of an Interconnection Link, POST Technologies will initiate fault location and initiate correction as quickly as possible, but not later than one hour after notification by the Operator, and repair such a link at its own cost, unless it establishes that the Operator is responsible for such a breakdown.

#### **4.1.2. POST Technologies-sited IP Interconnection**

For POST Technologies-sited interconnections, the Operator will supply and operate an Interconnection Link in its entirety. The Interconnection Link will remain in the Operator's property.

The Point of Interconnection shall be located at the Access Point on the DDF (Digital Distribution Frame) of the Party that has the operational responsibility for the Interconnection Link.

POST Technologies will provide access to the Operator at its site for the installation and maintenance of the Operator's transmission equipment located at this site. POST Technologies will supply a suitable location for the Operator's transmission equipment used in direct relation with Interconnect Services, electric power and safekeeping.

POST Technologies will permit POST Technologies-sited interconnection at the sites identified in preceding Schedule 2. POST Technologies may also decide to provide POST Technologies-sited interconnections in the immediate vicinity of these sites at the same cost and conditions as those applied in respect of the site indicated in Schedule 2 of this RIOM. In its request for POST Technologies-sited interconnections, the Operator will describe its needs regarding the installation of its transmission equipment on POST Technologies' premises. Whenever POST Technologies determines that POST Technologies-sited interconnections are not reasonably feasible, it will inform the Operator and the ILR of the reasons of such unfeasibility within 15 days of receiving the request. POST Technologies will comply, should the ILR find that POST Technologies-sited interconnection is reasonably feasible.

In case of non-feasibility of POST Technologies-sited interconnection, POST Technologies will cooperate with the Operator in order to find an appropriate alternative solution.

For the provision of the required co-location facilities, the conditions and prices of POST Technologies' Reference Co-location Offer (RCO) will apply.

#### **4.1.3. Interconnection Links**

Tariffs for Interconnection Links are referred to in Schedule 5.

Each Party is responsible for the dimensioning and payment of the Interconnection Links required for the conveyance of its own traffic. An operator's own traffic consists in the traffic for which the operator is billed by the operator who it interconnects with.

The Operator is responsible for the traffic conveyed through its system and handed over at the POST Technologies Access Point.

POST Technologies is dimensioning its Interconnection Links used for the conveyance of the traffic handed over from the POST Technologies Access Point to the Operator Access Point in such a way that the call congestion on the Interconnection Link does not exceed 1% during busy hours as defined in ITU-T E600, 5.1. Operators provide forecast information for the traffic delivered in between their Access Points.

Requests for Interconnection Links must be addressed in writing to POST Technologies to the address specified in Article 3.

- Initial Capacity Order

The initial capacity order must be submitted at the latest 4 months before the requested date marking the start of the service. POST Technologies will aim to keep shorter delays taking into consideration its availability and organizational constraints.

- Subsequent Capacity Orders

Any subsequent capacity order has to be submitted at the latest 2 months before the requested date marking the start of the service. POST Technologies will aim to keep shorter delays taking into consideration its availability and organizational constraints.

- Modification of a Capacity Order

Any modification of a capacity order resulting in a decrease of the capacity, submitted to POST Technologies less than 2 months prior to the requested date of bringing into service of the reduced capacity, grants POST Technologies a fair compensation for additional expenses duly documented.

The Operator shall supply capacity requirements, forecasts and routing data every 6 months to POST Technologies for a 18 months planning. This information will only be used by POST Technologies for the planning and dimensioning of its Network and will be kept strictly confidential.

#### **4.2. Non-standard Requests**

In case of non-standard requests related to Interconnect Services which may demand a feasibility study including a detailed analysis of the Operator's requirements as well as an evaluation of the technical and financial aspects of a tailor-made implementation and the potential impact on processes and operations, POST Technologies will bill the supplementary efforts on an hourly basis as defined in Schedule 5 and will, subject to the outcome of the feasibility study or its assessment, make its best efforts to conclude an agreement with the Operator within a maximum of 3 (three) months after receiving from the Operator all the information required.

#### **4.3. Quality of Service of POST Technologies' Interconnection Services**

As far as the Terminating Access Service is concerned, POST Technologies undertakes to ensure for its own system a network failure rate, which does not exceed 1,5% as a national 3 months average, for failures which are exclusively due to its system. Network failure rate is the ratio between the number of calls handed over by an Operator to be terminated on POST Technologies' Network and failed due to insufficiencies in POST Technologies' Network and the total amount of Calls handed over by that Operator to be terminated on POST Technologies' Network (excluding, in particular, failures due to end-user behaviour and failure of terminal equipment).

In the event of disturbance of the conveyance of traffic within its system, POST Technologies may be constrained to implement the classical measures of traffic regulation (call gapping, etc.) in order to limit its effect on the quality of the service provided to its customers as well as to the interconnected Operators. These measures of traffic regulation are applied to POST Technologies and Operator traffic without discrimination. The target figures given above for network failure rate do not include failures that are caused by the mentioned measures of traffic regulation. The Operator and the ILR shall be informed if the above-mentioned measures for traffic regulation have to be applied and how long they may last.

POST Technologies shall respect the quality conditions as they are defined in the applicable legal regulation and in accordance with the quality it provides for the clients of its retail entity.

## Schedule 5 Tariffs

### 5.1. Tariffs Applicable to the Terminating Access Service

The tariffs for the Terminating Access Service are defined in accordance with ILR regulation ILR/T21/2.

#### 5.1.1. Terminating Access Service to Mobile Network of Calls Originating within the EEA

The tariffs in the following paragraph 5.1.1 of this RIOM only apply to the termination of voice calls originating within the EEA (European Economic Area), provided that the calling number can be identified as belonging to a numbering plan of one of the countries of the EEA. No charges are billed for call set-up.

Billing Period	Peak/Off-Peak	Charge/minute (€ct)
02/05/2021 – 30/06/2021	Peak	0,89
	Off-Peak	0,89
01/07/2021 – 31/12/2021	Peak	0,70
	Off-Peak	0,70
01/01/2022 – 31/12/2022	Peak	0,55
	Off-Peak	0,55
01/01/2023 – 31/12/2023	Peak	0,40
	Off-Peak	0,40
01/01/2024 - *	Peak	0,20
	Off-Peak	0,20

*Only applicable to calls originating within the EEA*

*\* until the application of a new regulation*

The tariffs for Terminating Access Services is adapted in compliance with the Commission Delegated Regulation (EU) 2021/654 of 18 December 2020 supplementing Directive (EU) 2018/1972 of the European Parliament and of the Council by setting a single maximum Union-wide mobile voice termination rate and a single maximum Union-wide fixed voice termination rate

#### 5.1.2. Terminating Access Service to Mobile Network of Calls Originating outside of the EEA

As of 1<sup>st</sup> March 2018, POST Technologies will apply, based upon the country of the calling party number, a surcharge for the termination in its network according to the following rules:

- 1) Termination of calls with A-Number belonging to any of the Country Codes included in Table 1: POST Technologies will not apply any surcharge.
- 2) Termination of calls with A-Number belonging to any of the Country Codes included in Table 2: POST Technologies will apply a surcharge of **4,5 €cts/min.**
- 3) Termination of calls with A-Number not belonging to any of the Country Codes included in Table 1 or Table 2, with no A-number (no CLI), with incorrect A-Number (either in format or content), invalid A-Number, modified or manipulated A-number: POST Technologies will apply a surcharge of **12 €cts/min.**

These surcharges will be applied in addition to the termination rate specified in paragraph 5.1.1 of this RIOM.

**Table 1**

<b>Country</b>	<b>Prefix</b>
Austria	+43
Belgium	+32
Bulgaria	+359
Croatia	+385
Cyprus	+357
Czech	+420
Denmark	+45
Estonia	+372
Finland	+358
France	+33
French Guiana	+594
Germany	+49
Greece	+30
Guadeloupe	+590
Hungary	+36
Iceland	+354
Ireland	+353
Italy	+39
Latvia	+371
Liechtenstein	+423
Lithuania	+370
Malta	+356
Martinique	+596
Mayotte	+262
Netherlands	+31
Norway	+47
Poland	+48
Portugal	+351
Reunion	+262262
Romania	+40
Slovakia	+421
Slovenia	+386
Spain	+34
Sweden	+46
UK	+44
Moldova	+373
Ukraine	+380
USA	+1
Alaska	+1907
Hawaiï	+1808
American Samoa	+1684
Guam	+1671
Northern Mariana Islands	+1670
Puerto Rico	+1787 ; +1939
Virgin Islands (US)	+1340
Canada	+1

Table 1 : No surcharges will be applied for the termination of voice calls originating in these countries.

**Table 2**

<b>Country</b>	<b>Prefix</b>
+888 United Nat. Office for Coord. of Human. Affairs	+888; +8835100
Australia	+61
Bangladesh	+880
Bermuda	+1441
Bhutan	+975
Brazil	+55
Brunei	+673
Cambodia	+855
China	+86
Colombia	+57
Costa Rica	+506
Dominican Rep	+1809; +1829; +1849
Egypt	+20
Faroe Islands	+298
French Polynesia	+689
Gibraltar	+350
Hong Kong	+852
India	+91
Indonesia	+62
Japan	+81
Korea South	+82
Kuwait	+965
Laos	+856
Malaysia	+60
Mauritius	+230
Mexico	+52
Mongolia	+976
Netherlands Antilles St. Martin	+1721
New Zealand	+64
Pakistan	+92
Panama	+507
Paraguay	+595
Singapore	+65
South Africa	+27
Switzerland	+41
Taiwan	+886
Thailand	+66
Uruguay	+598
Venezuela	+58
Vietnam	+84

Table 2: A surcharge of 4,5 €cts/min will be applied for the termination of voice calls originating in these countries.

## **5.2. Tariffs applicable to the Interconnection Link Service**

### **5.2.1. IP Interconnections**

The following fees are applicable to the IP Interconnection Link Services as previously described in this RIO, in addition to the fees specified for the Interconnection Links.

One-off fee per Operator (covering installation and testing):	8.149,- €
Monthly fee per 30 channels / Ethernet system (IP Interconnection) until 30/06/2021 (monthly costs for the Access Point equipment and maintenance):	142,75 €/month

Monthly fees for the IP Interconnection system are based on bandwidth requirements enabling the simultaneous transmission of 30 voice calls (based on the G.711 or G.722 codecs).

The same monthly fee will apply for existing TDM interconnections purchased under the previous regulated offer.

#### **5.2.1.1. Operator-sited Interconnection**

Monthly charge per Operator until 30/06/2021 (covering billing, maintenance and service quality control):	416,67 €/month
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Tariffs for Interconnection Links including the IP circuits to the Operator side will be based on the publicly available tariffs for leased line services as found in the Reference Offer for Leased Line Services (ROLLS) as well as additionally available commercial offers which will be quoted on request.

#### **5.2.1.2. POST Technologies-sited Interconnection**

Monthly fee per used Interconnect Site until 30/06/2021 (covering billing, maintenance and service quality control):	210,- €/month
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For all additionally required co-location services, the conditions and prices of the applicable Reference Co-location Offer (RCO) of POST Technologies will fully apply.

In order to meet the delegated regulation 2021/654, no additional recurring fee will be charge from 01/07/2021, fees defined under the terms of the previous Reference Interconnect Offer shall be applied until this date.

### **5.2.2. Modification of Interconnection Links**

The establishment, the modification and the cancellation of trunks, as well as the connection or disconnection of circuits or signalling links required by an Operator, are charged to this Operator if these changes apply to existing interconnect trunks.

The necessary changes related to the extension of an existing interconnect trunk by adding supplementary Interconnection Links are not charged to the Operator.

<b>Change required by the Operator</b>	<b>Installation fee</b>
Establishment of a new trunk	646,- €
Modification or cancellation of an existing trunk	485,- €
Connection or disconnection of links	161,- €
Connection or disconnection of a signalling link	323,- €

### **5.2.3. Labour Costs**

The currently applicable hourly rates related to labour costs are available on POST Technologies' Website.