**DEFINITIONS**

**“Balanced MOC or SMS or Data Traffic”** shall mean the MOC or SMS or Data Traffic, generated by the Eligible Subscribers of (Company) in the networks of the DTAG-Affiliates, equalling the MOC minutes or number of SMS or Data MB volume respectively generated by the Eligible Subscribers of the DTAG-Affiliates in the network of (Company) during the Eligible Period and vice versa;

**“Baseline”** shall mean a defined Traffic volume for the respective Service (i.e. roaming services such as MOC, MTC, SMS or Data) as set forth in the respective Discount Letterhereto;

**“Commitment”** shall mean Baseline, revenue commitment or any other Traffic commitment as set forth in the respective Discount Letter(s) hereto;

**"Control"** shall mean, in relation to an Affiliate, the ability of DTAG to exert, directly or indirectly, a controlling influence (by means of majority ownership, majority of voting rights, contractual arrangement or otherwise) over such Affiliate;

“**Data”** shall mean all packet switched data communications, including GPRS, 3G and LTE based communications generated by the Eligible Subscribers of the HPMN in the VPMN’s network(s), measured in Megabyte (MB) with 1 Kilobyte (KB) increments) unless otherwise defined in the respective Discount Letter;

“**Discount**” shall mean the difference between the IOTs and the Discounted Prices to be granted by DTAG or (Company) respectively, based on the Roaming Charges invoiced and the Traffic generated between DTAG-Affiliates and (Company), according to the conditions and calculations set forth in the respective Discount Letter hereto;

**“Discount Commencement Date”** shall mean the date (inclusive) on which the Initial Period (and any Prolongation Period) of the Discount Letter shall commence and the agreed Discounted Prices shall apply.

“**Discount Letter**” shall mean a separate agreement that will state the applicable conditions for granting Discounted Prices including the calculation of Discounts mutually agreed between the Parties;

“**Discounted Prices**” shall mean the prices per Service agreed between the Parties in the respective Discount Letter.

“**Eligible Period**” shall mean any Initial Period and, in case of a prolongation of the Discount Letter, any Prolongation Period” as set forth in the respective Discount Letter, except in case of an earlier termination of the Discount Letter in accordance with the provisions of clause 8 of this Framework Agreement. In the latter case, the respective applicable Eligible Period shall start on the respective Discount Commencement Date and end on the date of such termination;

“**Eligible Subscriber**” of a HPMN shall mean a person or entity with i) a valid IMSI (i.e. International Mobile Subscriber Identity) and corresponding MSISDN (Mobile Subscriber Integrated Services Digital Network Number) or ii) a Non-Geo IMSI (i.e. IMSI starting with 901) for international use issued by DTAG-Affiliates or (Company), which seeks mobile communication service(s) in a geographical area outside the area served by its HPMN during an Eligible Period. Corresponding MSISDN means an international dialling code that matches the mobile country code (“MCC”) of the respective IMSI;

**“End Date”** shall mean the date (inclusive) as determined in the respective Discount Letter on which the Initial Period shall end.

**“Exceptional Traffic”** shall mean Irregular Traffic up to a maximum share (“Exceptional Traffic Share”), as defined in the respective Discount Letter, of the total of the respective Service.

“**Non-Exceptional Traffic”** shall mean Irregular Traffic exceeding the Exceptional Traffic Share, as defined in the respective Discount Letter.

**“Framework Agreement”** shall mean this agreement and any attachments to it.

“**Fraudulent Traffic”** shall mean all MOC, SMS, MTC or Data Traffic identified by the respective VPMN and HPMN as fraudulent in accordance with PRD FF21 (Fraud Manual) and BA 20 (Fraud Prevention Procedures) of the GSM Association.

"**Force Majeure Event**" shall mean an event which is (i) not foreseeable or cannot reasonably be foreseen and beyond the reasonable control of a Party or its Affiliates affected by it, and (ii) not an event or circumstance for which the Party or its Affiliates affected by it is responsible, pursuant to this Framework Agreement, commonly held opinion or applicable provisions of statutory law, regardless of that Party's or its Affiliates´ inability to control that event or circumstance;

**“High Cost Destinations”** shall mean countries not belonging to the European Union, Iceland, Liechtenstein Norway, Switzerland, USA and Canada;

**“High Cost Traffic”** shall mean Regular Human MOC Traffic terminated by a DTAG-Affiliate or a (Company)-Affiliate respectively, acting as VPMN, in a High Cost Destination, which exceeds 5% of the total Regular Human MOC Traffic generated by the Eligible Subscribers of the VPMN in the network of the HPMN;

“**HPMN**” shall mean the entity (either DTAG-Affiliate or (Company)) providing mobile telecommunications services to its Eligible Subscribers in a geographic area, where it holds a license or has a right to establish and operate a public mobile network;

**“Initial Period”** shall mean the first term of the respective Discount Letter as determined by the Start Date and End Date.

**“International Roaming Agreement”** shall mean a valid GSMA international roaming agreement, entered into between (Company) and each of the DTAG Affiliates either directly (**“Direct Roaming Relation”** GSMA PRDs AA.12, AA.13 and AA.14) or in form of a Key2Roam Agreement via Comfone AG (“**Key2Roam**”), acting as roaming hub, (“**Key2Roam Relation**”) for the mutual provision of international roaming services in respect to the Traffic in each other’s network(s);

“**IOT**” shall mean the standard Inter-Operator Tariff charged for Traffic between the DTAG-Affiliate or (Company) acting as VPMNs pursuant to the terms and conditions of the respective International Roaming Agreement;

**"Irregular Traffic"** shall mean all Traffic which is not Regular Human Traffic, Fraudulent Traffic or Regular M2M Traffic.

**“MOC”** shall mean voice mobile originated calls, generated by the Eligible Subscribers of the HPMN in the VPMN’s network(s), measured in actual, unrounded minutes, unless otherwise defined in the respective Discount Letter;

“**MOC Back Home**” shall mean MOC originated by the Eligible Subscribers of the HPMN in the VPMN’s network that terminate in any mobile or fixed network in the country where the HPMN runs its mobile network.

“**MOC EU/EEA**” shall mean MOC originated by the Eligible Subscribers of the HPMN in the VPMN’s network that terminate in any mobile or fixed network in a country within the EU/EEA countries.

“**MOC Premium and Satellite**” shall mean MOC originated by the Eligible Subscribers of the HPMN to any number defined as premium or satellite number in the AA14/RAEX IOT of the VPMN.

“**MOC ROW**” shall mean MOC originated by the Eligible Subscribers of the HPMN in the VPMN’s network that terminate in any mobile or fixed network in a country outside the EU/EEA countries.

**“MOC Special Destination”** shall mean MOC originated by the Eligible Subscribers of the HPMN in the VPMN’s network that terminate in a country as defined as special destination in the respective Discount Letter.

**“MTC”** shall mean voice mobile terminated calls, generated by the Eligible Subscribers of the HPMN in the VPMN’s network(s), measured in actual, unrounded minutes, unless otherwise defined in the respective Discount Letter;

**“Prolongation Period”** shall mean, in case of an agreed automatic prolongation, the period as determined in the respective Discount Letter by which the term of the Discount Letter shall be prolonged if not terminated earlier. The Prolongation Period shall commence on the day following the last day of the previous period (either Initial Period or Prolongation Period) which shall be deemed the Discount Commencement Date of the new Eligible Period.

**"Regular Human Traffic"** shall mean any Traffic which (a) results from the provision of roaming services on a temporary basis and (b) is only supplementary to the services offered by the HPMN or any of its MVNOs (i.e. Mobile Virtual Network Operator) in the HPMN’s home area, to allow its Eligible Subscribers to use the VPMNs’ networks when temporarily being outside of the HPMN’s home area, such as for the purpose of travelling. Regular Human Traffic does not include Regular M2M Traffic.

**"Regular M2M Traffic"** shall mean SMS and Data Traffic based on a mainly automated exchange of information between machines including but not limited to cars, pacemakers, automats and [electronic](http://dict.leo.org/dictQuery/m-vocab/ende/de.html?tolerMode=nof&lp=ende&lang=de&rmWords=off&search=electronic&searchLoc=0&resultOrder=basic&multiwordShowSingle=on&pos=0) data [processing](http://dict.leo.org/dictQuery/m-vocab/ende/de.html?tolerMode=nof&lp=ende&lang=de&rmWords=off&search=processing&searchLoc=0&resultOrder=basic&multiwordShowSingle=on&pos=0) systems. Regular M2M Traffic does not include any MOC or MTC Traffic.

**“Roaming Charges”** shall mean all charges invoiced by any VPMN as a product of Traffic and IOT pursuant to the respective International Roaming Agreement either including or excluding taxes as stipulated in the respective Discount Letter, in case of T-Mobile Austria GmbH (acting as VPMN) Roaming Charges shall include value added tax (VAT) where applicable due to Austrian TAX legislation;

**“SMS”** shall mean short message service, measured per message, generated by the Eligible Subscribers of the HPMN in the VPMN’s network(s);

**“Start Date”** shall mean the date (inclusive) as determined in the respective Discount Letter on which the Initial Period shall start.

“**Traffic**” shall mean roaming traffic, generated by Eligible Subscribers as a result of voice, SMS and data communications, i.e. volume of MOC, MTC, SMS and Data during the Eligible Period determined by the call date;

**“Unbalanced MOC/SMS or Data Traffic”** shall mean the MOC or SMS or   
Data Traffic generated by the Eligible Subscribers of either (Company) or the DTAG-Affiliates during the Eligible Period exceeding the Balanced MOC or SMS or Data Traffic respectively;

“**VPMN**” shall mean the entity (either a DTAG-Affiliate or (Company) allowing the Eligible Subscribers of an HPMN to use its public mobile network(s) by international roaming;