



WiMAX Forum™ Roaming Agreement Template

WRA1

Release 1.0 Approved

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WiMAX Forum Proprietary

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THIS AGREEMENT is made the 2008 (the "Effective Date")
BETWEEN

- (1) between _____, a _____ organized under the law of _____ and having its principal office at _____;
- (2) and _____, a _____ organized under the law of _____ and having its principal office at _____, each a "Party" and together the "Parties".

(together shall be known as the Parties).

The commercial terms identified in the Service Appendices become applicable upon completion of the Roaming Readiness Testing procedure as defined in WiMAX Forum Documents.

RECITALS

By this Agreement and WiMAX Roaming Agreement Annex ("WRA2) the Parties desire to establish the terms for providing Services to the subscribers of each Party in the service area of the other Party and further desire to set out the terms by which the Parties will compensate each other for providing such service. The Services may be offered in conjunction with other wireless communications services, but the terms and conditions of this Agreement relate only to Services.

Structure of Agreement and Annexes

In order to enter into this Agreement, operators need to complete WRA1 (this document), and WRA2 (contacts, technology, services, pricing, other terms and information). Each WRA1 shall include two sets of WRA2. Each Party shall complete a separate WRA2.

Scope

In respect of and subject to their licenses or rights and other national binding regulations to establish and operate Public Mobile Networks, the Parties to the WRA1 agree, to establish roaming between their Public Mobile Networks in accordance with Relevant WiMAX Forum Reference Documents and the terms of this Agreement.

Any Additional requirements or exceptions to WiMAX Forum Reference Documents, as agreed between the Parties, are detailed in the WRA1 or WRA2.

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, capitalized terms shall, unless the context otherwise requires, have the meaning set out in **SCHEDULE 1 (Definitions and Interpretation)**, the agreement shall be interpreted to this Schedule accordingly.

2. COMMENCEMENT AND DURATION

2.1. This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with paragraph 2.2 or paragraph 9 or 11, shall continue until terminated by either Party. Neither Party shall terminate this Agreement within the initial term of two years.

2.2. After the Initial Term, either Party may terminate this Agreement by giving not less than 6 months notice in writing once the Initial Term has expired.

3. REPRESENTATIONS

3.1. Each Party hereby represents and warrants that it has been authorized by all necessary action to enter into this Agreement.

3.2. Each Party hereby represents and warrants that it is a licensee or permittee of WiMAX communications system(s) and station(s) in its respective country.

3.3. Each Party represents that the person whose signature appears below is duly authorized by all necessary and appropriate corporate action to execute this Agreement.

4. SERVICES

4.1. Preparation and Launch

4.1.1. The target starting dates for the Services pursuant to this Agreement shall be [REDACTED]. However, the actual commercial starting date shall be the date as agreed to by both Parties in written form after successful completion of all agreed network and billing test procedures.

4.1.2. Parties agree that Services will not be launched prior to completion and verification of successful testing of services in accordance with testing procedures provided in WiMAX Forum Reference Documents.

4.1.3. VNSP shall then notify HNSP of access to the VNSP's network and shall make the Services available to HNSP including the implementation of interconnectivity via third party roaming exchange providers.

4.1.4. The commercial Launch Date will be mutually agreed upon and communicated between the Parties.

4.2. During the Service Period

4.2.1. VNSP shall provide the Services defined in WRA2.

4.2.2. HNSP shall:

4.2.2.1. have access to the network of the VNSP on the terms set out in this Agreement;

4.2.2.2. provide technical support to and co-operation with VNSP to enable HNSP to be connected; and

4.2.3. Each Party as a VNSP shall allow Authorized Roamers of the other Party to access the Services on the VNSP's Network.

4.3. Both Parties agree that the Roaming Subscribers, while roaming, may experience conditions of Service different from the conditions in their home network. However, conditions of Service shall not differ substantially from those provided to the subscribers of the VNSP.

4.4. Security: Each Party will incorporate industry standard measures to secure its Network or Interconnection Platform, including the implementation of all legal requirements to protect the privacy of Roamer Authentication credentials, including the measures described in WRA2.

4.5. Technical Parameters

4.5.1. HNSP agrees to ensure that its Network complies in all reasonable respects with the parameters set out in its WRA2.

4.5.2. VNSP agrees to ensure that its network complies in all reasonable respects with the parameters set out in its WRA2.

4.6. Network Operations Center ("NOC") Support. Each Party will provide NOC support, in the English language, which will be available for direct communication with the other Party or the other Party's designated NOC engineers.

4.6.1. HNSP will provide such support to VNSP according to the hours and days set forth in the respective agreements in WRA2.

4.6.2. VNSP will provide such support to HNSP according to the hours and days set forth in WRA2.

4.7. Roamer Support.

4.7.1. Each HNSP is responsible for all support, pricing and service plans, billing (including, without limitation, local taxes) and collections with respect to its Roamers, including without limitation regular invoicing of its Roamers;

4.7.2. The VNSP is responsible for providing reasonable technical support to the HNSP and during VNSP's published support hours, as specified in WRA2, as the support relates to Network operability; and

4.7.3. Each HNSP is responsible for its respective Roamer relationships including Roamer satisfaction and all legal liabilities related thereto (subject to the obligations set out in this Agreement).

4.8. Maintenance. The VNSP will keep and maintain its Network in good condition and repair. The VNSP will provide the following to the HNSP::

4.8.1. prompt notification of any unplanned Network outages that could affect Roamers; and

4.8.2. when possible, at least 7 days advance notice of planned Network outages that could affect Roamers.

5. **PROVISION OF SERVICE**

5.1. Provision

5.1.1. Each Party shall provide to any Authorized Roamer who so requests, any Service described in its respective WRA2. Subject to the terms of this Agreement, the VNSP shall not be required to modify or supplement its system in any way to address any incompatibility between technologies used by the VNSP and the HNRP that may prevent or interfere with the provision of Service to an Authorized Roamer.

5.1.2. A VNSP may suspend or terminate Service to an Authorized Roamer in accordance with the terms of its own reasonable requirements, restrictions, and practices.

5.1.3. VNSPs shall not deliver to Roamers recorded announcements, electronic messages or other inducements for a Roamer to discontinue the Service of its HNRP.

5.1.4. Each Party agrees to cooperate in good faith with the other Party upon a request to add, modify, extend or supplement WRA2. Following notice of change served by either Party to implement new Services or change existing Services, both Parties shall discuss the impact of any such change for Roamers and, where reasonable, shall:

5.1.4.1. Modify network and billing test procedures as required by WiMAX Forum Reference Documents;

5.1.4.2. Update WRA2 to accurately serve and bill for the charged Service;
and

5.1.4.3. Establish the targeted starting date for the changed Service.

5.1.4.4. No Service shall be effective before successful completion of all applicable testing.

5.2. Service Usage Liability

5.2.1. Parties agree that the HNRP is liable to pay to the VNSP or its designated agent for services rendered in accordance with WRA2 for authorized subscriber usage.

5.2.2. Roamer must be authenticated and authorized by the HNRP prior to the rendering of the applicable Service. If through the authentication process, the VNSP receives no response to requests for authentication and authorization for the applicable service, the VNSP shall not serve the Roamer unless national regulatory rules require the VNRP to do so.

5.2.3. WRA2 defines the rates for the Services rendered.

5.2.4. In WRA2, the Parties will set forth the methodology by which liability data will be accumulated and exchanged.

5.2.5. Parties agree to adhere to fraud prevention procedures prescribed in WiMAX Forum Reference Documents and such additional procedures as the Parties may mutually agree to.

5.3. Charging, Billing and Accounting

5.3.1. Each Party will settle its accounts with the other Parties on the basis of billing information received as described in WRA2. In the event both Parties use a net financial settlement procedure, the Parties shall not submit a paper invoice but will make payments in accordance with such net financial settlement procedures provided that the Parties may submit records for payment that relate to Service usage more than 60 days from the date of the usage if such usage was the subject of a dispute or investigation regarding fraudulent or unauthorized use.

5.3.2. If an incorrect invoice is issued, each Party shall have six months from the end of the settlement period to invoice, or to issue a credit note, to rectify incorrect invoices. If there are multiple incorrect invoices, the invoice amounts (and credit note amount if applicable) shall be offset against each other and the net balance shall be paid by the debtor.

5.3.3. In the event that either Party does not use a net financial settlement procedure, the billing and payment for charges incurred under this Agreement shall be as set forth below.

5.3.4. The Parties shall determine amounts owed to each other for Service provided to Roamers in one-month periods with such period beginning on the first day of each calendar month and ending on the last day of the calendar month in which Service is provided. The end of this Period shall be referred to as "Close of Billing."

5.3.5. The Parties shall send each other an invoice for Services used under this Agreement within 15 days after the Close of Billing.

5.3.6. Each invoice shall contain the minimum information as set forth in WRA2.

5.3.7. Payment on such invoices shall be made in the form of a wire transfer which must be received by the invoicing Party within 30 days from the date of the invoice. Late payments shall be charged with a late payment fee of one and one half percent (1.5%) of the outstanding balance for each thirty-day period (or portion thereof) that such payments are late.

5.3.8. Each Party may offset the amount owed to the other Party under this Agreement and a single payment of the balance to the Party entitled to receive such balance shall be made.

6. PUBLICITY, MARKETING AND BRANDING

6.1. Neither Party may issue a public announcement or press release relating to the existence of this Agreement or the relationship between the Parties or their businesses without the prior review and written approval by the other Party, which approval shall not be unreasonably withheld, conditioned or delayed).

6.2. Both Parties may agree to make an initial press release as soon as practicable following the signing of this Agreement, and to make subsequent press releases as appropriate to support the development of the Parties' mutual business.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Ownership Rights. Each Party acknowledges and agrees that, as between the Parties, all trademarks, trade names, patents, copyrights and any other intellectual and industrial property rights owned, leased or in any way associated with the other Party (the "Intellectual

Property Rights”) will remain the property of that Party and that it shall not acquire any rights to that Party’s Intellectual Property except as expressly provided in this Agreement.

7.2. VNISP shall defend and indemnify HNISP and hold HNISP harmless from and against any and all losses, costs, liabilities, damages, claims, and expenses of every kind and description, including reasonable attorney’s fees (collectively “Claims”) that HNISP or its affiliates may incur or suffer in connection with any claim, action or proceeding brought against HNISP by a third party alleging infringement of its Intellectual Property Rights by reason of the provision by VNISP of the Services, provided that HNISP promptly notifies VNISP of the Claim and reasonably cooperates with VNISP in the defense and settlement thereof. HNISP may, at its sole cost and expense, participate in the defense and settlement of the Claim. VNISP will not settle a Claim in a manner that imposes any financial obligation or liability on HNISP without HNISP’s prior written consent, which HNISP shall not unreasonably withhold, condition or delay.

7.3. If, in either Party’s reasonable opinion, the use of the Services are or may become the subject of an Intellectual Property Claim then VNISP shall either:

7.3.1. obtain for HNISP the right to continue using the Services which are the subject of the Intellectual Property Claim; or

7.3.2. replace, or, with the written consent of HNISP not to be unreasonably withheld or delayed, modify the Services which are the subject of the Intellectual Property Claim so they become non-infringing; or

7.3.3. if VNISP determines in its discretion that it cannot obtain for HNISP the remedies in Section 7.3.1 or 7.3.2 through the exercise of reasonable commercial efforts, it may terminate this Agreement upon written notice to HNISP and the Parties shall wind down the Services as soon as practicable. Termination of the Agreement shall in no way relieve VNISP or its indemnification obligation to HNISP under Section 7.2.

8. **LIMITATION OF LIABILITY**

8.1. EXCEPT WITH RESPECT TO CLAIMS ARISING FROM A BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATION UNDER SECTION 11 AND A PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT, BUSINESS, GOODWILL OR DATA, OR ANY SPECIAL, INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF HOW SUCH DAMAGE MAY ARISE.

8.2. Except with respect to claims arising from a breach by a Party of its confidentiality obligation under Section 11, a Party’s indemnification obligations under Sections 7.2, claims for unpaid Services resulting from a breach of a Party’s payment obligation under Section 5.3, and any matter for which limitations of liability are precluded pursuant to Section 8.2 or by applicable law, the total liability of each Party under this Agreement is limited to \$250,000 for any one incident or series of related incidents and to \$500,000 for all incidents in any period of 12 months regardless of the legal theory on which the claim is based.

8.3. Nothing in this Agreement shall exclude or restrict either Party’s liability for death or personal injury resulting from its own negligence or that of its employees while acting in the course of their employment.

9. **TERMINATION AND SUSPENSION**

9.1. At any time by mutual agreement of the Parties.

9.2. Either Party may terminate this Agreement by delivering written notice to the other Party upon the occurrence of any of the following events:

9.2.1. (A) a receiver is appointed for the other Party or its property; (B) the other Party makes a general assignment for the benefit of its creditors; (C) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within ninety (90) days; or (D) the other Party is liquidating, dissolving, or ceasing to do business in the ordinary course.; or

9.2.2. the other Party breaches a material provision of this Agreement which is capable of cure and fails to cure such breach within sixty (60) days after receiving written notice thereof; or

9.2.3. the other Party breaches a material provision of this Agreement which is not capable of cure.

9.3. Either Party may terminate this Agreement as provided in Section 2.1.

9.4. Suspension of Services to Individual Roamers or to All Roamers

9.4.1. Suspension of Services by VNSP.

9.4.1.1. Suspension of Individual Roamers. Notwithstanding anything in the Agreement to the contrary, the VNSP may without liability suspend or terminate all or any of its Services to Roamer(s) in circumstances where it would suspend or terminate those Services to its own Roamers, including but not limited to:

9.4.1.1.1. Roamers using equipment which is defective or illegal; or

9.4.1.1.2. Roamers causing any technical or other problems on the VPMN Operator's Public Mobile Network; or

9.4.1.1.3. Suspected fraudulent or unauthorized use; or

9.4.1.1.4. Authentication of the subscription not being possible; or

9.4.1.1.5. Maintenance or enhancement of its Public Mobile Network.

9.4.1.2. Suspension of Services to all Roamers. In case of a proposed suspension of Services to all Roamers the VNSP will use its reasonable commercial efforts to give four (4) weeks written notice to the other Party prior to the suspension taking effect. If the suspension continues for more than six (6) months, the other Party shall have the right to terminate the Agreement with immediate effect by written notice.

9.4.2. Suspension of Services for technical reasons to all Roamers by HNSP.

Notwithstanding any other section of this Agreement, the HNSP has the right at any time, for technical reasons, without liability but giving reasoned written notice to the VNSP, to suspend access to the VNSP Services for its own subscribers roaming in the VNSP's network. Alternatively, if it is technically more practicable the HNSP may require that the VNSP take actions to suspend all of its Services to Roamers of the HNSP. The VNSP will use its reasonable commercial efforts to comply with such requirement within seven (7) calendar days after receipt of the notice. The suspension shall be removed as soon as the technical reason for the suspension has been overcome by the VNSP to the satisfaction of the HNSP.

9.4.3. Suspension of Services During Cure Period for Material Breach.

Neither Party will suspend or degrade any Service to any Roamer during any period of cure or before expiration of all time required for notice in response to a notice of material breach under Section 9.2.2.

10. REPRESENTATIONS AND WARRANTIES.

10.1. Each Party represents and warrants to the other that:

10.1.1. any services that it performs shall be provided in a professional and workmanlike manner with reasonable skill and care;

10.1.2. any services that it performs shall be provided in accordance with high-quality telecommunications-industry practices; and

10.1.3. any services that it performs shall be provided in accordance with all applicable laws and regulations.

10.1.4. it will not use the Services for any improper or unlawful purposes and will not knowingly allow others to do so;

10.1.5. it will comply with any reasonable instructions issued by the other Party relating to the use of the Services in relation to Network Integrity or fraud prevention;

10.1.6. it will hold at all relevant times appropriate licenses to run its communications systems and to provide or use the Services; and

10.1.7. it will ensure that the use of the Services will not lead to any breach of the provisions of any communications license held by either Party.

11. DATA PROTECTION, PRIVACY, CONFIDENTIALITY AND FRAUD PREVENTION

11.1. Both Parties shall comply with data protection laws, privacy and telecommunications laws in the jurisdictions in which they conduct their business.

11.2. Each Party shall inform its subscribers that during roaming, the storage, treatment and transfer of their personal data may be subject to regulation different from the regulation in their own country.

11.3. Any personal information (information that identifies an individual, such as name, address, telephone number, e-mail address, etc.) received by one Party from the other Party, or its

employees, contractors or agents, in connection with this Agreement (“Personal Information”) will be treated in accordance with applicable data privacy laws and the receiving Party’s applicable data privacy policy. Each Party agrees and consents, for itself and on behalf of its employees, contractors, and agents, that any Personal Information provided to the other Party in connection with this Agreement may be used, processed, transferred or stored in accordance with applicable data privacy law and that Party’s data privacy policy.

11.4. Subject to Section 11.5, all Confidential Information communicated in connection with the negotiation, preparation and performance of this Agreement shall be retained in confidence, used only for the purposes and within the duration of this Agreement and shall be protected in the same manner and to the same standard as the Party receiving it protects its own Confidential Information.

11.5. The Parties shall not be subject to the obligations set forth in Section 11.3 where the information:

11.5.1. is already generally available to the public, or becomes generally available other than by a breach of this Agreement or any confidentiality obligation owed to the disclosing Party or to any third party;

11.5.2. is rightfully received from a third party without, or not in breach of, any obligation of confidentiality;

11.5.3. is independently developed by personnel or agents of the receiving Party without access to the Confidential Information of the disclosing Party;

11.5.4. is known to the receiving Party at the time of disclosure without an obligation of confidentiality;

11.5.5. is disclosed pursuant to the disclosing Party’s written authorization; or

11.5.6. is produced in compliance with applicable law or a court order.

11.6. Each Party agrees to co-operate with the other in good faith to prevent fraud, and will implement commercially reasonable, up-to-date, and industry-standard fraud-prevention measures. HNSP shall not be liable for payment of charges relating to traffic that the Parties mutually reasonably agree to be fraudulent or artificially inflated.

11.7. Roamer Data. Except for purposes of determining payments due pursuant to this Agreement and as necessary to operate the Parties’ Networks and to provide the Parties’ services or where and as required by law, the Parties will not store, copy, analyze, monitor, transfer or make any other use of any other Party’s Roamer data, or use the other Party’s Roamer data in violation of any applicable law or regulation. As between the Parties, all Roamer data of either Party will remain the property of that Party and will be subject to the confidentiality requirements set forth in this Agreement. For purposes of this Section, “Roamer data” includes the Personal Information of a Party’s Roamers.

12. DISPUTE RESOLUTION & ARBITRATION

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

12.2. The Contact Persons of both Parties shall work in good faith to try to resolve the dispute within 30 days from the date that a Party first gives notice that a dispute has occurred.

12.3. If the Contact Persons fail to reach an agreement on the dispute within 30 days, the dispute shall be referred to more senior persons within the respective companies who shall try to resolve the dispute within a further 30-day period. If no resolution is found, either Party may commence the arbitration proceedings described below.

12.4. All disputes in connection with the Agreement may be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be (CITY), (COUNTRY), and the proceedings shall be conducted in the English language or any other language, should the primary language of all Parties be that designated language.

12.5. Any arbitral award shall be final and binding, and the Parties hereby waive all means of recourse to the courts of any country except for the purpose of enforcement procedures.

13. MISCELLANEOUS

13.1. Force Majeure. Non-performance of either Party's obligations pursuant to the Agreement or delay in performing the same shall not constitute a breach of the Agreement if, and for as long as, it is due to an event beyond the reasonable control of that Party, including, but not limited to, governmental action, or requirement of regulatory authority, lockouts, strikes, shortage of transportation, war, terrorism, rebellion or other military action, fire, flood, natural catastrophes, or any other unforeseen obstacles that a Party is not able to overcome with reasonable efforts. The Party prevented from fulfilling its obligations shall immediately on becoming aware of such event inform the other Party in writing of such force majeure event. Either Party may terminate this agreement if such force majeure event continues for 90 days or more. For the avoidance of doubt, a force majeure event shall not excuse either Party from any payment obligations for the provision of the Services.

13.2. Records/Audit Rights.

13.2.1. Subject to any different requirement imposed by applicable law or regulation, VNSP and HNSP will maintain all records pertaining to use of the Network and the Services covered herein for a period of at least 3 years after the end of the calendar year to which they pertain. Each Party's internal or external auditors may audit, copy and inspect the records at reasonable times during the term of this Agreement and for the 3-year period thereafter to verify each other's compliance with the Agreement.

13.2.2. The Party seeking the audit will provide the other Party with at least 60 days' prior notice of an audit. The audited Party will make the information reasonably required to conduct the audit available on a timely basis and assist the Party seeking the audit and its internal or external auditors as reasonably necessary. The audited Party will not be responsible for the Party seeking the audit's expenses incurred for an audit.

13.3. Successors and Assigns. Neither Party may sell, assign, transfer, or convey its interest in this Agreement or any of its rights or obligations hereunder without the written consent of the other Party, except that a Party may assign its rights and obligations hereunder to an Affiliate or assignee of its wireless communications license or permit issued by recognized government body, provided that such assignee expressly assumes, by written instrument approved by the other Party, all of the obligations of such Party hereunder and thereby becomes a party hereunder. No person other than a Party to this Agreement will acquire any rights hereunder as a third party beneficiary or otherwise by virtue of this Agreement.

13.4. No Partnership. Nothing in this Agreement shall be construed as creating an agency, partnership or joint venture of any kind between the Parties. Neither Party shall have the authority or power to bind the other Party or to contract in the name of or create a liability against the other Party in any way or for any purpose.

13.5. Waiver. Failure by any Party to require performance of any provisions of the Agreement shall not affect its rights to enforce the same. The waiver by any Party of any breach of any provision of this Agreement shall not be construed as a waiver by such Party of any succeeding breach or of any breach of another provision.

13.6. Nonexclusive Agreement. Each Party agrees that any arrangement entered into through this Agreement is nonexclusive with respect to the ability of the VNSP to enter into independent similar agreements and with respect to the ability of the HNRP to enter into independent similar agreements.

13.7. Entire Agreement.

13.7.1. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements, either oral or written, between the Parties hereto with respect to the subject matter. Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of or amendment to this Agreement will be effective only if it is in writing signed by both Parties.

13.7.2. Notwithstanding Section 13.7.1, each Party shall be entitled to implement new Services or change existing Services as it sees fit subject to the agreement of the other Party and the successful completion of all Network and billing test procedures as provided in the WiMAX Forum Reference Documents, Each Party shall give the other at least 30 days' prior written notice of any implementation of services for the first time. Each Party also agrees to use commercially reasonable efforts to give the other Party at least 30 days' prior written notice of any other proposed implementation of new Services or change of existing Services which is a major change which has an impact on roaming.

13.8. Notice. All notices given and information required under this Agreement shall be given in writing and shall be hand delivered to the relevant Party or sent to that Party using a delivery method that confirms receipt to the address, fax number, or secure e-mail provided for this purpose in its WRA2, or such address as the Party may subsequently designate using the procedures set forth in this Section 13.8., A notice shall be deemed to have been given:

13.8.1. when actually received; or

13.8.2. if sent by letter, five (5) Business Days after the date it was sent; or

13.8.3. if sent by e-mail or by fax on a Business Day, on that day, and otherwise on the next Business Day, with the hours of the Business Day determined based upon the time zone of the recipient Party.

13.9. Severability. If any part of the Agreement is held to be invalid or unenforceable, such determination shall not invalidate any other provision of the Agreement and the Parties shall attempt, through negotiations in good faith, to replace any part of the Agreement hereto so held to

be invalid or unenforceable. The failure of the Parties to agree on such replacement held shall not affect the validity of the remaining parts of the Agreement.

13.10. Construction and Order of Precedence. This Agreement shall not be construed as having been drafted by either Party. This Agreement and the annexes, exhibits and schedules hereto shall be construed to the extent possible in a manner that gives effect to all provisions in the Agreement and all annexes, exhibits and schedules. In the event of a conflict between the Agreement and the annexes, exhibits or schedules, the terms of the Agreement shall be given precedence over the conflicting term in the annex, exhibit or schedule and the terms of the annex, exhibit or schedule shall be given precedence over any attachment to such annex exhibit or schedule. The relationship formed by this Agreement is established with reference to the WiMAX Forum Reference Documents, but the Parties intend that any conflict between WiMAX Forum Reference Documents and this Agreement will be resolved in favor of this Agreement.

13.11. Governing Law and Jurisdiction/Disputes.

13.11.1. This Agreement is governed and should be interpreted in accordance with the laws of [REDACTED].

13.11.2. Any dispute between the Parties in connection with or arising out of the existence validity, construction, performance and termination of this Agreement (subject to the Parties compliance with the dispute resolution and remedies as set out in Section 12 of this Agreement) which cannot be settled by negotiation between the Parties or their representatives shall be submitted to the commercial courts in [REDACTED].

IN WITNESS WHEREOF, this Agreement has been entered into on the date stated at the beginning

[Company A]	[Company B]
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Print Title)	(Print Title)

SCHEDULE 1 - Definitions

"Affiliate" means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with another entity. For purposes of this Agreement, control of an entity means (i) fifty percent (50%) or more ownership of or beneficial interest in income or capital of the entity; or (ii) ownership of at least fifty percent (50%) of the voting power of voting equity in the entity; or (iii) general partnership in the entity; or (iv) regardless of the nature or percentage of ownership interest held, the ability to direct management policies of the entity by contract or otherwise.

"Agreement" means this WiMAX Roaming Agreement ("WRA1"), the accompanying WiMAX Roaming Agreement Annex ("WRA2"), and all other schedules, exhibits and attachments to this agreement,

"Authentication" means the verification of a Roamer's identity by the Home Network Service Provider.

"Authorization" means the granting of specific and limited rights to a Roamer by the HNRP to access a Service on a VNSP.

"Authorized Roamer" means a Roamer identified by a Home Network Service Provider as qualified to receive Services from a Visited Network Service Provider.

"Business Day" means any day between the hours of 9.00 am and 5.00 pm from Monday to Friday, excluding public holidays in each respective country.

"Call Records" are records relating to usage of a VNSP's network by a subscriber of a HNRP and are measured pursuant to WRA2.

"Confidential Information" means, in addition to any information designated as confidential by either Party, all financial, business and technical or other data and all other confidential information (whether written, oral or in electronic, graphic or any other form) concerning the business, affairs, products, pricing, trade secrets, know-how of a Party that the other Party obtains, receives or has access to as a result of the discussions leading up to or the entering into or the performance of this Agreement (including, for the avoidance of doubt, the terms of this Agreement).

"Control" means the beneficial ownership of more than 50 per cent of the issued share capital or the legal power to direct or cause the direction of the general management of the company, partnership or other entity in question.

"Effective Date" means the date upon which this Agreement is fully executed by the Parties.

"Home Network Service Provider", "HNRP" means the Service Provider that has a WiMAX service subscription relationship with a Roamer.

"HNRP" means Home Network Service Provider.

"Initial Term" means the period ending on the second anniversary of the Effective Date.

"Launch Date" means the date on which Roamers are able to roam.

“Marks” means any relevant trade marks, logos, indicia, get-up, service marks, trade or business names, symbols and/or brand names owed or controlled by the VNSP or HNRP as appropriate and as notified to other Party from time to time.

“Network” means the IP-based wireless and/or wired broadband networks made available for commercial public use to Roamers of Home Network Service Providers.

“Network Operator” means a company that operates a WiMAX network.

“NOC” means Network Operations Center.

“Public Mobile Network” means a network that complies with the definition of a WiMAX network as per WiMAX Forum Reference Documents.

“Roamer” means a subscriber of one Party requesting Service in the service area of the other Party.

“Service” means telecommunications service using WiMAX technologies for the transmission and reception of data (including voice) by means of radio frequencies that are or may be licensed, permitted or authorized by the relevant governmental regulatory body. Unless otherwise agreed by the Parties, Services shall include personal base station services, including; fixed wireless services; two way messaging wireless services; video broadcasting wireless services; television services; all Internet-based services; and air to ground communications services. Service may also include other services specified by the Parties in the Service Agreement.

“Service Levels” a minimum degree of operational performance as defined in this Agreement.

“Service Period” means the period from the Launch Date up to and including the end of the Term.

“Service Provider” means a company that provides accounts to its subscribers, including Roamers, for the purpose of payment and authentication which can be used for the purpose of connecting to the Internet using various Networks.

“Session” means the usage period of the local infrastructure by a Roamer from successful Authorisation until disconnection via the logout mechanism described in the Technical Specification.

“Tariffs” means the relevant prices for the use of the VNRP by the relevant Roamers, including a wholesale pricing schedule.

“Technical Specification” means the detailed description of services set out in WRA2.

“Term” means the total term of this Agreement.

“VAT” means value added tax.

“Visited Network Service Provider” or “VNRP” means the Party providing Service to a Roamer.

“VNRP” means Visited Network Service Provider.

"WiMAX" refers to the WiMAX Forum or to broadband wireless access technology that conform to WiMAX Forum-defined specifications implementing the IEEE 802.16 standard.

"WiMAX Forum Reference Documents" include WiMAX Forum Network Release 1.0 Version 1.2, WiMAX Forum Roaming Guidelines Release 1.0 and WiMAX Forum Roaming Interface Release 1.0 documents and subsequent releases and updates of these documents.

"WiMAX Roaming Agreement Annex" ("WRA2") includes information operators exchange and terms operators agree to as required to initiate and provide roaming services. This includes Service Provider identification, contacts, technical, rates, services to be provided, data exchange, settlement and other terms and information.

INTERPRETATION

All section headings are for convenience only and shall not affect the interpretation of this Agreement.

References to the singular include the plural and vice versa, and references to one gender include the other gender.

Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.

Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

Any reference to a statute, statutory provision or subordinate legislation (legislation) (except where the context otherwise requires) (i) shall be deemed to include any by-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation and (ii) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.