

**Domestic Data Roaming Agreement**

between

**ABC WIRELESS**

and

**XYZ WIRELESS**

## **DOMESTIC DATA ROAMING AGREEMENT**

This Domestic Data Roaming Agreement, together with all exhibits (the “Agreement”) is entered into by and between **ABC WIRELESS COMPANY, INC.** (“ABC”), a corporation organized under the laws of \_\_\_\_\_, and **XYZ WIRELESS COMPANY, INC.** (“XYZ”), a corporation organized under the laws of \_\_\_\_\_ as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014 (“Effective Date”). ABC and XYZ will be referred to collectively as the “Parties” or separately as a “Party.”

### **SUMMARY**

It is the intention of the Parties to enter into a bilateral Data Roaming agreement in which each Party’s authorized users shall be permitted to roam on the mobile data network(s) of the other Party.

### **BACKGROUND**

**WHEREAS**, the establishment of bilateral Data Roaming agreements between the Parties serves the public interest of the United States by promoting connectivity for nationwide access to mobile wireless data services, enabling seamless mobile wireless data coverage, fostering competition among multiple mobile wireless data service providers, encouraging new market entries and expanded network deployments by existing local and regional carriers, and providing all American consumers with greater competitive choices for mobile wireless broadband.

**WHEREAS**, ABC and XYZ desire to facilitate the provision of mobile wireless data Data Roaming between the Parties;

**WHEREAS**, the Parties desire to enter this agreement pursuant to the Federal Communications Commission’s (“FCC” of “Commission”) Rule 47 CFR Part 20.12.

**WHEREAS**, each Party owns and operates, or will own and operate, a facilities-based mobile wireless data network providing commercial mobile data services using LTE;

**WHEREAS**, each party is licensed by the FCC to provide facilities-based mobile wireless data services;

**WHEREAS**, ABC and XYZ acknowledge that the technical and operational standards related to LTE Data Roaming are under constant development but that both Parties agree to follow the terms of this Agreement;

**WHEREAS**, ABC and XYZ further acknowledge that this Agreement is transitional in nature and that, when new services become standardized within the industry and become available on LTE networks, the Parties will negotiate amendments to this Agreement that will include these prospective services.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained and intending to be legally bound, the Parties hereby agree as follows:

## **1. Definitions.**

The Parties agree to the defined terms set for in Exhibit 1 – Definitions.

## **2. Term of Agreement.**

The initial term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to Section 13, shall continue in perpetuity.

## **3. Scope.**

The Parties acknowledge and agree that the purpose of this Agreement is to provide Data Roaming to supplement retail and wholesale mobile data services offered by a Party in its own licensed areas and to allow each Party's Authenticated Users to use the other Party's LTE and/or 3G Network. In accordance with the rates, terms and conditions of this Agreement, and in full compliance with the FCC's Rules, each Party will provide Data Roaming to any Authenticated User who so requests.

The Parties further acknowledge and agree that because LTE is an evolving worldwide industry standard, that use of certain additional GSMA permanent reference documents ("PRDs") and commercial annexes ("Annexes"), of and between the Parties, constitute an integral part of technical aspects of this Agreement. In case of discrepancies between different parts of this Agreement, the following order of interpretation shall be applied: (1) this Agreement, including its Exhibits; (2) Annexes; and (3) PRDs.

Notwithstanding anything in this Agreement to the contrary, either Party may suspend or terminate service to an Authenticated User in accordance with the terms and conditions of this Agreement, but such suspension or termination shall not affect the rights and obligations of the Parties for Service furnished hereunder prior to such termination or suspension.

## **4. Mutual Covenants**

Each Party covenants the following:

- A. It holds or manages a FCC license used to provide mobile data services.
- B. It is or will become a member of the GSMA.
- C. As of the Effective Date, it either: (1) currently owns, operates and manages an LTE Network and provides mobile data services over its LTE Network to its own customers and end-users in their respective LTE Markets; or, (2) intends to construct, own, operate and manage an LTE Network of comparable technology in their respective LTE Markets.
- D. It will provide to its Subscribers/End Users, or allow them to acquire on their own accord, User Equipment that is technologically compatible with the Serving Carrier's LTE Network.
- E. It will support all network equipment necessary to authenticate and communicate with the other Party's LTE Network.

## **5. Services.**

All Data Roaming to be provided between the Parties to Authenticated Users are governed by the LTE roaming specifications contained in this Section 5 and other provisions of this Agreement, including Annexes and PRDs. The Parties agree to provide operational updates through their respective Annexes, including the AA.14.

Each Party's ability to access and roam on the other Party's LTE and 3G Network is conditioned on the first Party's provision of LTE data services to its own subscribers using the same generation of wireless broadband technology comparable to the second Party's LTE Network technology.

The Parties acknowledge and agree that the LTE Data Roaming authorized under this Agreement serve as a supplement to the mobile data services each Party offers on its own Network and that each Party will endeavor to provide the majority of its customers' mobile data services on its own Network.

The Parties further acknowledge and agree that neither party may limit or condition End User/Subscriber roaming in any manner that prohibits or diminishes the ability of either Party to: (1) provide M2M services; (2) act as a wholesaler of Services or provide access to Services to Resellers; or (3) establish MVNO relationships. Further, neither party may require or precondition any network build out or any other network or launch requirement that exceeds in any way any build-out requirement established by the FCC.

Data Roaming between the Parties shall begin only after both Parties sign a Commercial Launch Letter. The Commercial Launch Letter can only be issued after both Parties have completed, to their mutual satisfaction, the testing of necessary technical and billing testing ("Testing") required before a commercial roaming relationship commences. Testing shall include both IREG and TADIG testing. All Testing occurs during a testing period ("Testing Period"). The Testing Period shall commence upon the Effective Date and must be completed within ninety (90) days. Delay created in testing shall be considered a willful breach of this agreement.

## **6. Coverage and Mapping Information.**

Each Party shall make available to the other Party, upon request, but not more than twice a year, coverage propagation map(s) reflecting then current LTE Network coverage. If the Parties mutually agree to limit Data Roaming to just a geographical portion or sub-set of their full network by limiting opening and restricting location area codes ("LACs"), then both Parties are required to exchange, upon request, but not more than twice a year, then current LAC maps. Nothing in this Agreement prevents the Parties from entering into a separate agreement that further details how the Parties will manage the opening and closing of LACs for the purposes of Data Roaming, with the full and mutual understanding between the Parties that the default condition of Data Roaming as contemplated by this Agreement is one where the "full" or "entire" network is open to Data Roaming (*i.e.*, without LAC restrictions) and that LAC splits and LAC requests, and the associated timing of them, is not guaranteed under any circumstances, unless agreed upon in a separate agreement.

## **7. No Obligation to Roam.**

The Parties acknowledge and agree that there is no obligation on either Party to use the Data Roaming offered by the other Party nor shall either Party be obligated or required to place or purchase a minimum number of kilobytes on the other Party's Network.

## **8. Rates.**

The Parties agree that the rates charged by a Party and its Affiliates to the other Party and its Affiliates for the provision of Data Roaming to Authenticated Users will be the LTE Rates as set forth on **Error! Reference source not found.** (the "LTE Rates").

## **9. Billing, Accounting and Settlement.**

The Parties acknowledge and agree to follow all globally-recognized GSMA industry settlement procedures found in the relevant Annexes and PRDs. These procedures shall include, but are not limited to, the TADIG and TAP provisions included in the mutually executed AA.13. Each Party shall be responsible for billing to, and collecting from, its customers all charges that are incurred by such customers as a result of Data Roaming provided to them as Authenticated Users by a Serving Carrier.

## **10. Taxes.**

Each Party shall be responsible for billing to, and collecting from, its customers, and remitting to the Federal Government, all federal excise tax due in connection with such Data Roaming and the Home Carrier shall be solely responsible for the computation, billing, collection and remittance of all such other taxes, government fees and government impositions. The Parties acknowledge and agree that the Party that bears the economic burden of any tax, charge or fee shall have the sole right to dispute the application and amount of such tax, charge or fee and the Parties further agree to cooperate to the extent reasonably required to assist any Party in any such dispute, including but not limited to, the assignment of any rights to a refund.

## **11. Notifications and Methods of Contact**

Unless otherwise specified in the Annexes and PRDs, including the AA.13, AA.14 and IR.21, all notices required by this Agreement are to be sent to:

ABC WIRELESS  
Roaming Department  
Address 1  
Address 2  
Attn:  
Telephone  
E-Mail

cc: ABC WIRELESS/LAW FIRM

Legal Department/Law Firm  
Address 1  
Address 2  
Attn:  
Telephone  
E-Mail

XYZ WIRELESS  
Roaming Department  
Address 1  
Address 2  
Attn:  
Telephone  
E-Mail

cc: XYZ WIRELESS/LAW FIRM  
Legal Department/Law Firm  
Address 1  
Address 2  
Attn:  
Telephone  
E-Mail

## 12. Suspension of Services

Suspension of Service shall be according to existing GSM standards. Notwithstanding anything in the Agreement to the contrary, either Party may without liability suspend or terminate all or any of its Data Roaming to individual Roaming Customer(s) in circumstances where it would suspend or terminate those data services to its own customers, including but not limited to:

1. Customers using equipment which is defective or illegal; or
2. Customers causing any technical or other problems on the Serving Carrier's Network; or
3. Suspected fraudulent or unauthorized use; or
4. Authentication of the legal relationship not being possible; or
5. Maintenance or enhancement of its Network.

In case of a proposed suspension of Services to all Roaming Customers, the Home Operator shall give no less than eight (8) weeks written notice to the other Party prior to the suspension taking effect and shall list all items that must be cured to prevent suspension. 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. The Home Operator has the right at any time, for technical reasons, without liability but giving reasoned written notice to the Visited Operator, to suspend access to the Services for its own customers roaming in the Visited

Operator's Network. Alternatively, if it is technically more practicable, the Home Operator may require that the Visited Operator take actions to suspend all of its Services to Roaming Customers of the Home Operator. The Visited Operator shall use its best 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 Visited Operator to the satisfaction of the Home Operator.

### **13. Termination of the Agreement**

In addition to termination under the conditions of Sections 12, this Agreement may be terminated as follows:

- A. By mutual agreement of the Parties; or
- B. By one Party, with immediate effect, when the other Party is in material breach of this Agreement and does not or is not capable of remedying such breach within ninety (90) days of receipt of a written notice to such effect; or
- C. By written notice of either Party to the other Party in the event that Data Roaming becomes technically impracticable on either Party's Network and the provisions set out in Section 12 (Suspension) are not sufficient to solve the problem; or
- D. If an unacceptable level of unauthorized use occurs and the other Party is not capable of remedying such unauthorized use within 30 days of receipt of a written notice to such effect; or
- E. Subject to Section 26, immediately in the event a final order by the FCC revokes or denies renewal of all of the license(s) or permissions to operate a Network granted to either Party, or any other license necessary to operate the Services, takes effect.

In the event of termination on the grounds of a breach of this Agreement under the provisions of Section 13.B, the Party in breach shall be liable to the other Party (in addition to charges properly due and payable to the Visited Operator) for proven direct damage or loss (excluding indirect or consequential damage or loss) arising as a consequence of such breach up to a maximum aggregate liability of \$1,000,000, provided however, that such limitation of liability shall not apply if a damage or loss is caused by a Party's wilful misconduct or gross negligence. For the avoidance of doubt, the termination of this Agreement shall not affect the rights and liabilities of the Parties under the Agreement with respect to all charges incurred prior to the effective date of said termination.

### **14. Confidential Information.**

The main body of this Agreement, and Exhibits 1 and 2 and are not confidential.

The Parties may enter into a separate industry standard confidentiality agreement pertaining to the remaining Schedules and Exhibits including the coverage areas on Schedules 1 and 2, the technical exhibits contemplated in this agreement and the information passed between the companies after this agreement becomes effective.

## **15. Indemnification.**

The Parties acknowledge that the purpose of this indemnity is to insure that a Party who provides services as a Serving Carrier shall have no liability whatsoever for any claims and demands by Authenticated Users of the other Party who is a Home Operator of such Authenticated Users. Accordingly, the each Party hereby agrees to indemnify the other Party, its Affiliates, and any and all of their officers, directors, employees, agents, members, managers and/or affiliates, against, and hold them harmless from losses and expenses (including, but not limited to, reasonable attorney's fees and disbursements) which may result from any claims, suits, proceedings or demands against an indemnified Party (a) asserted by an Authenticated User as a result of the indemnified Party's failure to provide LTE Wireless Service (including all requirements of such Data Roaming contemplated by this Agreement) to such Authenticated User pursuant to the terms of this Agreement, or (b) as a result of the indemnified Party's provision of LTE Wireless Service to an Authenticated User that is not entitled to Data Roaming under the provisions of this Agreement. Each Party's indemnification obligation under this Section 15 is subject to the following: (i) a Party seeking indemnification hereunder will promptly notify the indemnifying Party, in writing, of the suit, claim or proceeding or a threat of suit, claim or proceeding; (ii) at the indemnifying Party's reasonable request and expense, the indemnified Party will provide the indemnifying Party with reasonable assistance for the defense of the suit, claim or proceeding; and (iii) the indemnified Party will allow the indemnifying Party sole control of the defense of any claim and all negotiations for settlement or compromise, provided that the indemnified Party will have the right, at its own expense, to employ separate counsel and participate in the defense thereof, and provided further that the indemnifying Party may not enter into any settlement agreement with a Third Party which would in any manner whatsoever affect the right of, or bind the indemnified Party in any manner to such Third Party, without the indemnified Party's prior written consent.

The Parties acknowledge and agree that they were each represented by counsel in the negotiation of this indemnity provision, that the Parties would not have entered into this Agreement on the terms and conditions contained herein (including pricing) without this provision, and that the Parties intend for this indemnity to apply to the maximum extent possible even in the event of the gross negligence of the indemnified Party.

## **16. Survival.**

Any provision of this Agreement which by its nature should survive the expiration or termination of this Agreement, including without limitation Sections [10, **Error! Reference source not found.**, 9, 10, 12, **18, 19, Error! Reference source not found.**, **17** and 26], shall survive the expiration or termination of the Agreement.

## **17. Dispute Resolution.**

All claims and disputes relating in any way to the performance, interpretation, validity, or breach of this Agreement shall be resolved as provided in this Section 17. It is the intent of the Parties that any disagreements be resolved amicably to the greatest extent possible. Required notices should be sent to the appropriate contacts listed in Section 11. If a disagreement cannot be resolved within

thirty (30) days by representatives of the parties with day-to-day responsibility for this Agreement, such matter shall be escalated to appropriate representatives of the Parties with authority to resolve and/or settle the dispute. Such representatives shall meet either in person at a mutually acceptable location or telephonically, in order to attempt to resolve the dispute. If such representatives are unable to resolve the dispute within thirty (30) days of escalation, then the matter will be referred to final and binding arbitration in accordance with rules established by the American Arbitration Association (“Rules”) as amended by this Agreement. A single neutral arbitrator will decide all claims hereunder. The costs of arbitration, including the fees and expenses of the arbitrator will be shared equally by the Parties involved in the arbitration. Each Party will bear the cost of preparing and presenting its case. The award of any arbitration will be final, conclusive and binding on the Parties. Judgment on the award may be entered in any court having jurisdiction over the Party against which the award was made. The arbitrator will be limited, in granting relief, to comply with the express provisions of this Agreement relating to damages or the limitation thereof and nor Party may seek punitive damages. Nothing contained in this Section 17 will be deemed to prevent a Party from seeking, at any time, interim relief from a court of proper jurisdiction or the Federal Communications Commission in order to prevent serious and irreparable injury to a Party.

#### **18. Liability of the Parties, Limits of Liability.**

Neither Party shall be liable to the other Party under or in connection with this Agreement except:

- A. In respect of charges to be paid to the Visited Operator pursuant to Section X;
- B. To the extent of its negligence where such negligence results in proven damage or loss to the other Party, in which event the liability of the negligent Party shall be limited to and shall in no event exceed \$1,000,000.

In no event shall either Party be liable for any consequential damage or loss of whatever nature, including but not limited to, loss of profit or loss of business. Furthermore, in no event shall any employee of either Party be liable to the other Party for any act of negligence or intent under or in connection with this Agreement. Save for this limitation with regard to an employee’s personal liability, nothing in the foregoing shall in any way restrict the liability of either Party for the actions of its employees.

Limitation of liability as described in this Section 18 shall not apply if damage or loss is caused by a Party’s wilful misconduct (including fraud) or gross negligence.

#### **19. Trademarks.**

The Parties agree that they will not use the name, service marks or trademarks of the other Party or any of its affiliated companies in any advertising, publicity releases or sales presentations, without such Party’s prior written consent. Neither Party is licensed hereunder to conduct business under any logo, trademark, service or trade name (or any derivative thereof) of the other Party.

## **20. Compliance with Laws.**

The Parties shall comply with, conform to, and abide by all applicable and valid laws, regulations, rules and orders of all governmental agencies and authorities, and agree that the Agreement is subject to such laws, regulations, rules and orders. Without limitation, each Party shall comply, at its own expense, with the provisions of all applicable federal, state and municipal laws, regulations, and requirements applicable to the Party as an employer.

## **21. Section Headings.**

The headings in the Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision hereof.

## **22. Original and Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

## **23. Controlling Law.**

Disputes concerning service provided under this Agreement shall be construed in accordance with the internal laws of the state of Delaware, without regard to its conflict of law doctrine.

## **24. Force Majeure.**

No Party will be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by reason of: acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Party affected ("Force Majeure Events"). If any such Force Majeure Event occurs, the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-to-day basis during the continuance of such Force Majeure Event (and the other Party will likewise be excused from performance of obligations on a day-to-day basis during the same period), provided, however, that the affected Party will use its best reasonable efforts to avoid or remove such Force Majeure Event and the Parties will proceed immediately with the performance of their obligations under this Agreement whenever such causes are removed or cease.

## **25. Intentionally Left Blank**

## **26. Successors and Assigns.**

This Agreement is solely for the benefit of the Parties and their respective Affiliates as expressly provided herein, their successors and permitted assigns, and does not confer any rights or remedies on any other Person. Neither Party may, directly or indirectly, 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.

**27. No Partnership or Agency Relationship Created.**

Nothing contained in this Agreement shall create a partnership between the Parties, impose duties upon either Party as though they were partners with one another, or render either Party liable for any debts or obligations of the other Party, nor shall either Party hereby be an agent of another Party.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Domestic LTE Roaming Agreement to be executed by their duly authorized representatives as of the date first written above:

**ABC WIRELESS COMPANY, INC.**

By \_\_\_\_\_, its manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**XYZ WIRELESS COMPANY, INC.**

By \_\_\_\_\_, its manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit 1 - Definitions

For the purpose of this Agreement, the following defined terms shall have the meaning as set forth below or, if not defined therein, given the meaning standard in the wireless telecommunications industry.

“ABC’s LTE Markets” shall mean all of the LTE markets listed on Schedule A.2.

“ABC” shall have the meaning given in the preamble.

“Account” means an account (including one-line or multi-line consumer account, a business enterprise account or a government entity account), comprised of an individual Authenticated User or a collection of Authenticated Users grouped by the common party responsible for billing or by the Party responsible for payment for services.

“Affiliate” shall have the meaning given by the FCC rules.

“Authenticated User” means a Roamer with equipment identified by a Home Network as qualified to receive Data Roaming from a Serving Network.

“Business Day” means any day other than a Saturday, Sunday or a United States holiday observed by national banks.

“Change in Control” means the consummation of a transaction in which the Control of a Person has changed from one Person to another Person, but does not include internal restructurings or reorganizations between and among Affiliates. For purposes of this Agreement, a Change in Control shall include any of the following: (i) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Third Party (alone or in combination with any other Third Party) of 50% or more of the aggregate ordinary voting power represented by the issued and outstanding capital stock or membership interests of a Person; (ii) occupation of a majority of the seats (not counting any vacant seats) on the board of directors or managers of a Person by Third Parties who were nominated or appointed by any Third Party (alone or in combination with any other Third Party); or (iii) the transfer (by assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of a Person to any Third Party (alone or in combination with any other Third Party).

“Control” of a Person shall mean (i) holding fifty percent (50%) or more ownership or beneficial interest of income and capital of such Person; or (ii) ownership of at least fifty percent (50%) of the voting power or voting equity of such Person; or (iii) having sole or shared management of a partner of such Person; or (iv) regardless of the percentage ownership interest held, having the ability to otherwise direct management policies of such Person by contract or otherwise.

“CRS” means cellular radiotelephone service under FCC regulations at 47 CFR Part 22.

“CMRS” shall mean commercial mobile radio service under FCC regulations at 47 CFR Part 20.

“Customer” means an Authenticated User of one of the Parties.

“Data Roaming” or “Roaming” means the provision of Data Services by one party via a LTE or GSM Network to a Customer of the other Party pursuant to this agreement, but excludes any services that require Service Aware Roaming.

“Data Services” digital data communications services.

“Effective Date” shall have the meaning given in Section 4(e).

“Excluded Wireless Services” shall mean voice wireless services generated and provided on networks and infrastructure utilizing (i) CDMA technology (including CDMA and EVDO), in each case including circuit switched based services. SMS and Data based HSPA protocols are not excluded to the extent that such protocols are available to XYZ Wireless subscribers of 4G LTE services on their own networks as long as ABC utilizes CPE that is similar to the CPE used for its own customers in XYZ Wireless LTE Markets.

“FCC” shall mean the Federal Communications Commission.

“Force Majeure Event” shall have the meaning given in Section 24.

“Home Carrier” means a Party (including an Affiliate of a Party) that provides LTE Wireless Service to its registered customers in its LTE Market.

“Home Operator” means the network operator giving permission to an Authenticated User to roam on a Visiting Operator’s LTE Network pursuant to this agreement.

“Home Network” means a network used to provide services to users of a Home Carrier without use of Roaming;

“LTE” shall mean Long Term Evolution, providing IP wireless connectivity using Evolved Universal Terrestrial Radio Access Network (E-UTRAN), as defined in 3GPP Technical specifications 36.300 and 23.401.

“LTE Market” of a Party shall mean, in the case of XYZ Wireless, XYZ Wireless LTE Markets, and in the case of ABC, ABC’s LTE Markets.

“LTE Network” shall mean the totality of all infrastructure and technology used by a Party or its Affiliates to provide Data Roaming in such Party’s LTE Market.

“LTE Rates” shall have the meaning given in Exhibit 2.

“Network” shall mean the totality of all non-Roaming infrastructure and technology used by a Party or its Affiliates to provide Wireless Services to its own Authenticated Users.

“Party” and “Parties” shall have the meaning given in the preamble.

“Person” means an individual, corporation, limited liability company, partnership, trust, association, joint venture, unincorporated organization or entity of any kind or nature, or a governmental entity or authority.

“Roamer” means a customer or an individual end-user of a Home Carrier.

“Service Aware Roaming” shall mean the ability of a Party, as Serving Carrier, to distinguish between various services (such as data, voice, etc.) carried by the LTE network. With “Service Awareness”, the Serving Carrier may determine and provide the appropriate throughput needs of a given service (ex: assigned QoS), or, by use of information available in SIP messages associated with IMS-based services such as VoLTE.

“Serving Network” also “Serving Carrier” means a Party (including an Affiliate of a Party) who provides Data Roaming to customers of the other Party in the Serving Carrier’s LTE Market.

“Term” shall have the meaning given in Section 1.

“Third Party” means a Person other than a Party or an Affiliate of a Party.

“User Equipment” or “UE” means any user’s device capable of receiving LTE data service.

“Visiting Operator” means the network operator granting permission to an Authenticated User to roam on a Visiting Operator’s LTE Network pursuant to this agreement.

“VoLTE” shall mean Voice over LTE, as defined by GSMA PRD IR.92 and is not to be confused with VOIP applications allowing voice calls over IP-based networks.

“XYZ Wireless LTE Markets” shall mean all of the markets listed on Schedule A.1.

“XYZ Wireless” shall have the meaning given in the preamble.

**Exhibit 2 – LTE Rates**

1. Unless otherwise mutually agreed to by the parties, LTE Wireless Rates shall be equal to or less than the Prevailing Industry Retail Rate for LTE Data Services which as of this date, [JUNE 2014], is \$10.00 per Gigabyte (“GB”) which is equal to \$.0096 per Megabyte (“MB”). This rate is reflected in the table below and may be revisited as both Data Usage increases and the resulting Prevailing Industry Retail Rate decreases.

Reasons to vary from the Prevailing Industry Retail Rate include circumstances where the Parties have a long pre-existing roaming relationship where one Party was incented to build-out network for the benefit of the other Party. In those circumstances, revenue neutrality may also be a goal in establishing the appropriate inter-carrier roaming rate.

	<b>Operator</b>	<b>IMS based LTE Voice and MMS Rates</b>	<b>DATA Rates</b>
	ABC	TBD when deployed	.0096 per MB
	XYZ	TBD when deployed	.0096 per MB

### **Exhibit 3 – MAPS and AREAS**

SCHEDULE A-1 - Maps

SCHEDULE A-2 - Maps





**Exhibit 4 – Technical Aspects of Data Roaming**

**THIS EXHIBIT MAY HAVE STANDALONE TECHNICAL TERMS OR MAY  
INCORPORATE THE GSM STANDARDS INCLUDING BUT NOT LIMITED TO:  
AA, 13, 14 and IR 21**