

## **Terms and conditions for interconnection with Universal Trading**

Universal Trading Group Ltd., registered in the Commercial Register at the Registry Agency with UIC 203925797, (hereinafter referred to as Universal Trading) in its capacity as an operator providing public electronic networks and services, holding a permit issued by the Bulgarian Commission for Regulation of Communications (CRC) No 02537/14.09.2023, provides the opportunity for mutual interconnection with its network to any undertaking providing public electronic communications networks and/or public electronic communications services (hereinafter referred to as the “Undertaking Requesting Interconnection”), pursuant to the applicable laws of the Republic of Bulgaria and the regulatory standards of the CRC and relevant international organizations.

### ***I. Description of the offered interconnection services, the terms and conditions for their provision:***

1. Universal Trading provides the following public electronic telecom services:

1.1. Call Origination.

1.2. Call Termination.

1.3. Call Transit.

2. The services under point 1 are provided by Universal Trading for each requested interconnection, if the conditions for ensuring interconnection are in place and after successively implementing each of the steps below.

2. 1. Conclusion on agreement for confidentiality.

2.2. Conclusion of an Individual Written Contract for Mutual Connectivity. Following the submission of a draft contract, the designated contact persons of both parties shall specify the necessary details and maintain ongoing communication until the contract is either signed or otherwise finalized. The contract shall be concluded within 15 (fifteen) days from the date a reasoned request for interconnection is submitted to Universal Trading.

2.3. Ensuring Physical Connectivity Between the Networks of Universal Trading and the Requesting entity. Physical connectivity between the networks of Universal Trading and the requesting operator shall be established within 15 (fifteen) working days from the signing of the individual written contract under item 2.2, when using the SIP protocol. The deadline specified in the previous sentence begins from the date on which the contract is signed by the second party. The establishment of mutual connectivity shall be certified by a report and/or confirmation via email.

2.4. Conducting and Successfully Completing Technical Tests for System Compatibility. Technical tests to verify system compatibility shall be conducted within 15 (fifteen) working days from the date physical connectivity is established under item 2.3. The period shall commence on the date a bilateral confirmation protocol is signed or an email confirmation is exchanged between the parties.

3. Universal Trading, as an operator providing public electronic communications services, grants access to the interconnection services described in point I.1 to operators requesting interconnection, provided they meet the following requirements:
  - 3.1. The entity provides public electronic communications networks and/or services within the territory of the Republic of Bulgaria;
  - 3.2. The entity has been granted the right by the Communications Regulation Commission to use numbers from the National Numbering Plan (NNP) for the provision of electronic communications services.
4. For the purpose of providing the services described in item I.1, the operator requesting interconnection shall submit to Universal Trading a reasoned request containing the following information:
  - 4.1. Evidence of permission to use a specifically allocated limited resource;
  - 4.2. A declaration confirming the operator's readiness to provide a financial guarantee in the form of either a cash deposit or a bank guarantee;
  - 4.3. A forecast of the expected monthly traffic volume for services to be provided by Universal Trading during the first six months of the contract;
  - 4.4. The expected interconnection session capacity using the SIP protocol;
  - 4.5. A description of the technical equipment available to the operator for interconnection purposes;
  - 4.6. A description of the activities carried out by the operator;
  - 4.7. A technical description of the network built and used by the operator, including specifications of the main parameters of the interconnection equipment and a detailed technical system overview.
5. The operator requesting interconnection is obliged to ensure that the end users of Universal Trading are able to use the services with a quality equivalent to or better than that provided on its own network.
  - 5.1. Notwithstanding the provisions of item I.5, the operator granted interconnection for the use of the services under item I.1 shall, in all cases, comply with the applicable quality parameters set out in these Terms and Conditions and in the provisions of the interconnection agreement.
6. The operator requesting interconnection is obliged to ensure interoperability by:
  - 6.1. Using standardized protocols and interfaces;
  - 6.2. Ensuring network security in the event of force majeure, including natural disasters or accidents;
  - 6.3. Maintaining the integrity of the network in case of potential disruptions to its functioning and/or the management of its components.
7. The operator requesting interconnection is obliged to ensure compliance with all regulatory requirements related to the protection of personal data and the confidentiality of communications.
8. Universal Trading reserves the right to refuse or limit the provision of interconnection services in the event that any of the following circumstances occur:

- 8.1. The operator requesting interconnection cannot provide the intended quality parameters;
- 8.2. The operator requesting interconnection cannot ensure interoperability under item I.6 of the Conditions.
- 8.3. The operator requesting interconnection cannot guarantee the application of regulatory requirements regarding the protection of personal data and the confidentiality of communications.
- 8.4. Non-compliance by the entity requesting interconnection with regulatory requirements related to the provision of electronic communications networks and/or services, where such non-compliance affects the interconnection with the Universal Trading network.

## ***II. Description of interconnection points – location, number, connection capacity, routing methods***

1. Universal Trading offers a point of interconnection with a point of presence located within the territory of the Republic of Bulgaria at the following address: Sofia, 63 Shipchenski Prohod Blvd. (S3 Data Center)
2. Universal Trading maintains a single point of presence, established to manage all calls between the Universal Trading network and the network of the respective entity.
3. Universal Trading provides one type of interconnection:
  - interconnection using the SIP protocol
4. Interconnection via the SIP protocol is carried out through an established IP connection between the interconnection point and the connection point.
  - 4.1. When establishing interconnection using the SIP protocol, an initial IP connection (IP line) is set up to handle all calls between the networks of Universal Trading and the enterprise requesting interconnection.
  - 4.2. The parties are obligated to provide and maintain the connection under item II.4 with a minimum capacity of 10 Mbps.
  - 4.3. The successful establishment of the connection under item II.4 is confirmed through the completion of test procedures using the SIP protocol, including tests for traffic monitoring and verification.
5. Universal Trading is under no obligation to provide interconnection to an enterprise that has requested interconnection but does not have a point of presence within the territory of the Republic of Bulgaria.
6. All costs related to the establishment and maintenance of a point of presence within the territory of the Republic of Bulgaria shall be borne by the enterprise requesting interconnection.
7. Universal Trading currently has available free capacity for mutual connection via the SIP protocol.
  - 7.1. The capacity for mutual connection is restricted by the following technological limitations:

- Available network resources on both sides;
- Available capacity on the equipment of both parties.

### ***III. Timeframes for the Establishment, Modification, and Termination of Interconnection Points***

1. The establishment of interconnection using the SIP protocol shall be completed within 15 (fifteen) working days after signing the interconnection agreement.
  - 1.1. Within 15 (fifteen) working days, Universal Trading shall consider the request under item III.1 and assess whether there is a technical and physical possibility to establish a new interconnection point and make a decision on it.
  - 1.2. Upon confirmation from Universal Trading regarding the availability of the necessary technical and physical capabilities, the parties shall conclude, within 15 working days, an additional agreement to the interconnection agreement.
2. The change of the point of interconnection is performed after the submission of a justified request, provided that the requested new point is an interconnection point.
  - 2.1. Within a deadline of 30 (thirty) working days, Universal Trading shall consider the request and assess whether it is possible to change the existing interconnection point to the one indicated by the operator in its request, and shall decide on the request.
  - 2.2. Upon confirmation from Universal Trading regarding the availability of the opportunity to change the point of interconnection, the parties shall conclude an additional agreement to the interconnection agreement.
3. The closure of an existing interconnection point shall be carried out following a justified request submitted to Universal Trading.
  - 3.1. Within 15 (fifteen) working days, Universal Trading shall review the request, assess whether it is possible to close the existing interconnection point without affecting the quality of connectivity, and make a decision.
  - 3.2. The closure of the interconnection point shall be completed within 1 (one) month from the date of submission of the request.

### ***IV. Technical requirements, interconnection interfaces and signaling protocols***

1. The technical requirements for building and implementing network interconnection at Universal Trading comply with Decision No. 355 dated 06.08.2015 of the Communications Regulation Commission, as well as with the quality requirements specified below.
2. When establishing interconnection based on the SIP protocol, Universal Trading performs mutual connection with the network of the enterprise that has requested interconnection, based on packet switching, regardless of the technologies used in individual subscriber access networks, with Internet Protocol (IP) selected as the primary communication protocol.
3. Each Party shall ensure interconnection to its public electronic communications network only if the enterprise requesting interconnection complies with the provisions of the Electronic Communications Act, in order to:

- Ensure network operation security in cases of force majeure;
- Preserve network integrity;
- Enable service interoperability;
- Protect personal data.

#### ***V. Conditions for Measuring Quality Parameters***

1. Functional tests upon the establishment of the point of mutual connection, related to service provision, aimed at verifying and establishing:

- Verification of voice services between the enterprise networks, with originating and terminating calls in all domains of the services offered under item I.1.
- Testing and confirmation of DTMF functionality between the enterprise networks, with originating and terminating calls in all domains of the services offered under item I.1.
- Testing and confirmation of Call Forwarding, CLIP (Calling Line Identification Presentation), and CLIR (Calling Line Identification Restriction) services between the networks of Universal Trading and the enterprise requesting mutual connection.
- Verification and confirmation of other services offered by the requesting enterprise's network.
- Testing and confirmation of correct call disconnection procedures.
- Verification and confirmation of the possibility of the integration of the ISUP release cause into the header of SIP (Session Initiation Protocol) messages in case of traffic transit.
- Testing the correctness of generated CDRs (Call Detail Records) for two-way billing.
- Testing the absence of transcoding for calls between the enterprise networks, with the aim of measuring end-to-end transmission quality.

2. In establishing relations between the parties, the following measurement methods will be used:

- One way delay, defined in accordance with Annex II of Recommendation ITU-T G.114.
- Packet delay variation, defined in accordance with Recommendation ITU-T Y.1540, clause 6.2.4.
- Packet loss (IP Packet Loss Ratio, IPLR), defined in accordance with Recommendation ITU-T Y.1540, clause 6.4.

2.1. The methods for measuring quality as per V.2. are determined both before establishing the interconnection between the Parties and during its operation.

3. At reporting quality on the calls, the following parameters about quality apply:

- Call efficiency ratio (Session establishment ratio, SER), determined in accordance with Recommendation ITU-T E.425, clause 1.3.
- Network Effectiveness Ratio (NER), determined in accordance with Recommendation ITU-T E.425, clause 1.5.
- Voice transmission assessment factor (R-factor), certain in compliance with ITU-T Recommendation G.107.

4. When considering the parameters under points V.2. and V.3., the Parties are guided by the

following values:

- Parameter value for one-way delay – maximum of 150 ms.
- Parameter value for packet delay variation – maximum of 50 ms.
- Parameter value for packet loss – maximum of 0.1%.
- Parameter value for call efficiency ratio – a minimum of 50%.
- Parameter value for network efficiency ratio – a minimum of 95%.
- Parameter value for voice transmission assessment factor – a minimum of 70%

#### ***VI. Conditions for provision on service termination***

1. The Enterprise must transmit traffic to the point of interconnection with Universal Trading only on lines, technically suitable for voice transmission and in accordance with the required quality parameters.
2. The enterprise must provide, at its own expense, the devices and facilities of its own network necessary for implementing the mutual connection. Devices and equipment must be conformity-assessed and placed on the market in accordance with current legislation.
3. The Enterprise must carry out and maintain the mutual connection in such a way that Universal Trading is able to fulfill its regulatory obligations related to the interception of electronic messages.

#### ***VII. Requirements for management, routing, traffic reporting and traffic forecasts***

1. Each party shall manage traffic in its network in such a way as to avoid:
  - 1.1. Overloading or interrupting the operation of the other party's network;
  - 1.2. Overloading or interrupting the operation of its own network, to the extent that it affects network performance and the quality of the other party's services.
2. Each party to the interconnection agreement, where applicable to both parties, shall prepare and submit a monthly report to the other party, containing basic data for incoming traffic (from the other party) and control data for outgoing traffic (to the other party), by the 10th of the month following the month to which the data relates.
  - 2.1. A difference of up to 1% between the main data and control data is considered negligible. In such cases, the main data, as specified in item VII.2, shall be used. The percentage deviation between the parties' data shall be calculated based on the main data.
  - 2.2. If, within the first three months of the contract for mutual connection, the difference between the baseline data and control data exceeds 1% (one percent) but is equal to or less than 2% (two percent), then the difference exceeding 1% shall be equally divided between the parties. This procedure also applies if, after the first three months of the contract, the difference between the baseline and control data exceeds 1%.
  - 2.3. Each party shall, at all times, maintain records of outgoing (if applicable) and incoming traffic between the two networks at least for the billing period and until the final settlement/payment for the same period. These records shall include data on the number of

calls, the start time, and the duration of each call.

2.4. To ensure the accuracy of traffic reporting, each party shall carry out regular tests of its call reporting systems.

2.5. Each party to the interconnection agreement, where applicable, shall prepare and submit to the other party a monthly report containing basic data for incoming traffic (from the other party) and control data for outgoing traffic (to the other party), no later than the 10th day of the month following the month to which the data pertains.

### ***VIII. Mutual Connection Services Quality Requirements***

1. The Enterprise requesting mutual connection is responsible for ensuring the trouble-free operation of its network in accordance with the specified quality parameters. It is also obliged to take all necessary measures to guarantee that, during the implementation of the interconnection, the security and health of Universal Trading employees and users are not endangered.

1.1. The Enterprise shall also ensure:

- Maintenance of the integrity of each of the networks;
- Reliability and security in the operational functioning of the networks;
- Protection of personal data and preservation of the confidentiality of transmitted or stored information;
- Compliance with national technical standards.

2. Main Quality Indicator – Universal Trading and the enterprise requesting interconnection are obliged to maintain a successful connection establishment rate between their networks of at least 98% (ninety-eight percent).

2.1. The enterprise must also ensure:

- i. That the security and health of Universal Trading employees and users are not compromised;
- ii. The following conditions are met:
  1. Maintenance of the integrity of each network;
  2. Reliability and security in the operational functioning of the networks;
  3. Protection of personal data and preservation of the confidentiality of transmitted or stored information;
  4. Compliance with national technical standards.

3. General indicators for quality:

- Accessibility on the service – 24 hours in the day and night, 7 days per week
  - Maximum time for removal on occurred technical problems
- At fatal problems - to 8 hours from the information for the arising problem;
  - At essential problems - to 12 hours from the information for the arising problem;
  - At insignificant problems – in deadline from 7 days from the information for the arising problem.

- Service interruption time due to planned maintenance – between 00:00-05: 00
- Maximum duration of service interruption – no more than 20 hours/year

4. Indicators for measurement on quality:

- general percentage on the refusals for call by technical reasons;
- average time for establishment on connection;
- average time for inaccessibility on the service by technical reasons;
- average value on admitted technical errors;
- average value on calls related from first road;
- average period on inaccessibility on the network by technical reasons;
- condition on cleanliness on the call and quality of the connection.

**IX. *Requirements for numbering, addressing and for identification on the line on the caller***

1. When carrying traffic, Universal Trading and the enterprise requesting interconnection are obligated to support the network functionalities "Calling Line Identification" (transmission of the A-number).

2. The A-number must be transmitted in good faith. Both parties agree that A-numbers shall not be used for commercial purposes, except for providing the "Calling Line Identification" service to end users. A-numbers shall be used solely for internal network monitoring, control, and for the purposes of interconnection analysis and studies.

3. When transmitting the A-number, both Universal Trading and the enterprise requesting interconnection are obligated to:

- Transmit the A-number without modification, ensuring accuracy and proper reporting;
- In cases where a subscriber on the other party's network has activated the "Calling Line Identification Restriction" service, ensure that the appropriate restriction indicator is sent to the receiving network. In such cases, the receiving party must guarantee that the A-number is not displayed to the subscriber receiving the call.

**X. *Prices on the offered services by mutual connection, including termination***

1. Prices for termination on traffic (according to Delegated regulation (EU) 2021/654 in force from 01.07.2021)

- Termination of Traffic Originating Nationally or from EU/EEA Countries
- For traffic terminated in the network of Universal Trading Ltd., with national origin or origin from countries in the European Union (EU) and the \*\*European Economic Area (EEA)\*\*<sup>1</sup>, the party to the interconnection agreement shall pay Universal Trading Ltd. a termination fee in the amount of:

Prices for termination in the network Universal Trading Ltd., BGN/min., without VAT	
Period of validity	Price on minute without incl. VAT /lv. for min./
from 01.01.2025	0.001369



<sup>1</sup> Austria, Azores, Belgium, Bulgaria, Guadeloupe, Germany, Greece, Denmark, Estonia, Ireland, Iceland, Spain, Italy, Canary Islands, Cyprus, Latvia, Lithuania, Liechtenstein, Luxembourg, Madeira, Malta, Martinique, Netherlands, Norway, United Kingdom, Portugal, Poland, Reunion, Romania, Saint Barthelemy, Saint Martin, Slovakia, Slovenia, Hungary, Finland, France, French Guiana, Croatia, Czech Republic, Sweden, Republic of Moldova

4.1.1. For traffic terminated in the network of Universal Trading Ltd., the Enterprise shall pay Universal Trading Ltd. a termination fee for calls originating from countries outside the European Union (EU), European Economic Area (EEA), and Republic of Moldova, depending on the group to which the respective country of origin belongs, as follows:

Period of validity	Group	Countries	Price on minute without incl. VAT /lv. per min./
from 01.01.2025	UK	United Kingdom	0.0014 BGN
from 01.01.2025	A	Canada, USA	0.005 BGN
from 01.01.2025	B	All other countries	0.10 BGN

4.1.2. For traffic terminated in the network of Universal Trading Ltd., the enterprise that is a party to the interconnection agreement shall pay Universal Trading Ltd. a termination fee for calls without Calling Line Identification (CLI) or with invalid identification on the calling line, at a rate of 0.10 BGN/minute, excluding VAT.

#### **XI. *Conditions, including prices for co-location services***

For the construction of mutual connection with the network of Universal Trading, the use of a "co-location" service is not necessary.