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Schedule 1 – ESMCP Mobile Services Agreement

Definitions

Version 1.0

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CHANGE HISTORY

Version No.	Date	Details of Changes included in Update	Author(s)
1.0	01/12/2024	Execution version	ESMCP

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Unless the context otherwise requires the following expressions shall have the meanings set out below.

Defined Term	Definition
3GPP	the 3rd Generation Partnership Project;
4G and 5G SA Mobile Core Network	means a 4G and 5G standalone core network defined in the 3GPP standards;
5QI	quality of service indicator for 5G, as defined in 3GPP;
A2G Enduring Incident and Service Management	<p>the enhanced incident and service management-related services provided following A2G Network Transfer to Operations (Supplier deployment milestone 13, as set out in Figure 3 of Schedule 4.1 (Supplier Solution)), and provided thereafter for the Term with additional service management and governance aspects and the management of:</p> <ul style="list-style-type: none"> (a) service-affecting incidents undertaken on a higher-priority Operational Hours basis in accordance with the Supplier's Severity Three Service Incident procedures and resources tasked on a "priority 2" basis (nominal 10 operational hours); (b) non-service-affecting incidents undertaken on a Business Hours basis in accordance with the Supplier's Severity Four Service Incident Procedures;
A2G Assets	those hardware and software assets recorded in accordance with Paragraph 4.3.12 of Schedule 2.1 (Services Description), as amended by agreement of the Parties from time to time, that have been purchased by the Authority and are used solely for the provision of A2G Coverage including A2G Base Station, A2G Power, A2G Transmission and A2G RAN OSS aspects;
A2G Coverage Visualisation	the toolset provided by the Supplier that presents A2G Coverage and ESN Air Coverage to Authority or Users via the Coverage Portal;
A2G Interim Incident and Service Management	A2G Early Life Care and service management services following each A2G Interim Transfer To Operations (Supplier deployment milestone 12.5, as set out in Figure 3 of Schedule 4.1 (Supplier Solution)) until A2G Network Transfer To Operations (Supplier deployment milestone 13, as set out in Figure 3 of Schedule 4.1 (Supplier Solution)) including the ongoing refresh of appropriate hardware and software licences, testing (including but not limited to battery discharge and resilience testing) and implementation of the Supplier's A2G Network-related service management operations, with a higher level of service incident-related responsiveness during Authority and/or Supplier-led A2G Radio Site or A2G Network testing where the resolution of Service Incidents will be undertaken on a Severity Three Fix Time basis (nominal 10 Business Hours);
A2G Network	the collection of A2G Radio Sites that provide A2G Coverage, in accordance with the A2G Radio Plan (to 10,000 feet AMSL and Territorial Waters), and connectivity for Aircraft User Devices to the Supplier Solution;

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Defined Term	Definition
A2G Network Performance Monitoring Report	the Supplier-produced periodic report, providing details of relevant A2G Network Key Performance Indicators and Subsidiary Performance Indicators with a similar template and requirements given in Part B of Schedule 2.2 (Performance Levels);
A2G Network Transfer to Operations or A2G Network TTO	means the Supplier deployment 13, as set out in Figure 3 of Schedule 4.1 (Supplier Solution), when the A2G Network has been built and configured in accordance with the ESN Air Network Design and approved by the Authority and the Supplier as being ready for acceptance into the Supplier's operational organisation. At this Supplier deployment milestone 13, the Supplier's A2G Enduring Incident and Service Management will commence;
A2G Power	the electrical power equipment (designated as A2G Assets) associated with each A2G Radio Site including as applicable AC to DC convertors, multi-function units, battery strings, DC to DC convertors, standby LPG or diesel generators and associated fuel tanks and related equipment racks and circuit breakers;
A2G Radio Access Network Operational Support System or A2G RAN OSS	the hardware and software (designated as A2G Assets) that provides Near Real-Time monitoring, control and management of the A2G Radio Site active equipment;
A2G Radio Plan	the working radio plan adopted and maintained by the Supplier, following joint validation and assurance by the Authority and Supplier of the Authority A2G Radio Plan, which plots the predicted coverage from the A2G Network and is the basis for the continued configuration of the existing and any new A2G Radio Sites;
A2G Site(s)	an existing facilities-managed or green-field geographical location that includes civils, mast structure, band 40 antennas, hybrid fibre, accommodation and other facilities required to support the A2G Base Station, A2G Transmission, A2G Power and Supplier-provided transmission services equipment;
A2G Spare Part Management	the provision by the Supplier of spare components, sub-systems and systems as required to maintain the reliability and availability of the A2G Network including hardware and software warranty management, advance returns and field returns, repairs and restocking;
A2G Transmission	the transmission network comprising: <ul style="list-style-type: none"> (a) Authority-owned microwave and synchronisation equipment (designated as A2G Assets); and (b) Supplier -provided, managed and owned transmission services (such as leased lines) that provide the connectivity between A2G Sites and the Supplier's Dedicated Core Network (for the avoidance of doubt, these shall not be designated as transferrable Assets);
Above Ground Level or AGL	the elevation or altitude (in the air), relative to the ground level immediately below;

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Defined Term	Definition
Above Mean Sea Level or AMSL	means elevation or altitude (in the air), relative to the average sea level datum;
Acceptance into Service Checklist	shall have the meaning given in Paragraph 15.7.(b)(vii)(F) of Schedule 6.1 (Implementation Plan);
Access Class Barring	is a mechanism defined in 3GPP standards to control access to the network;
Accounting Reference Date	means in each year the date to which the Supplier prepares its annual financial statements;
Accreditation	processes that provide assurance that an organisation can accept the balance between business opportunity, risk and cost for any given information system;
Accreditor	a designated individual(s) responsible (on behalf of the Management Board) for ensuring that accreditation processes comply with relevant HMG standards and procedures, and for agreeing any exceptions with their Departmental SIRO and IT Security Officer (ITSO) on a risk management basis;
Achieve	<p>(a) in respect of a Test, to successfully pass a Test without any Test Issues; and</p> <p>(b) in respect of any Milestone:</p> <p style="padding-left: 40px;">(i) where in the Outline Implementation Plan in Annex 1A of Schedule 6.1 (Implementation Plan) it expressly states that a Milestone is deemed Achieved by the Approval by the Authority of a handover pack, such Milestone shall be deemed Achieved by such Approval in accordance with the Assurance Procedures for Documentary Deliverable (where for such handover pack the Assurance Criteria shall be that it meets the reasonable requirements of the Authority); and</p> <p style="padding-left: 40px;">(ii) for all other Milestones, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule 6.2 (Testing and Assurance Procedures),</p> <p>and "Achieved" and "Achievement" shall be construed accordingly;</p>
Achieved Supplier Cash Margin Percentage	the cumulative Supplier Cash Margin Percentage calculated over the Term;

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Defined Term	Definition
ACS Supplier	the supplier awarded the Aircraft Communication Services contract under the Find a Tender Service notice reference number 2023/S 000-018740 dated 30 June 2023 or any successor or replacement supplier or suppliers;
Action Plan	has the meaning given to it in Clause 15.20;
Activated or Site Activated	means, in the context of a Site that has uplink and downlink availability on Bearers. "Activation" and "Activating" shall be construed accordingly;
Active Connection	a connection that: (a) has been activated on the network pursuant to the terms of this Agreement; and (b) has the right and capability to establish calls or use data services; and (c) which the Authority has not requested be deactivated; and "Activated Connections" shall be construed accordingly
Actual Change Resource Utilisation	shall have the meaning given to that term in Paragraph 3.2.3.(a) of Schedule 8.2 (Change Control Procedure);
Actual FTE Month	the actual FTE months, described and calculated as set out in Paragraph 7.5 of Part 2 of Schedule 7.1 (Charges and Invoicing);
Actual Recovery Point	the point in time, occurring before the Service Disruption or Service Disaster, to which the Supplier has recovered all data associated with the Services at the Service Recovery Time;
Actual Recovery Time	the time interval between the Disaster Occurrence Time and the Service Recovery Time;
Adjusted Charges	shall have the meaning set out in Paragraph 4.3 of the Annex to Schedule 7.3 (Benchmarking);
Admission Agreement	the agreement to be entered into by which the supplier agrees to participate in the Schemes as amended from time to time;
Affected Party	the Party seeking to claim relief in respect of a Force Majeure Event;
Affiliate	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
Aggregate General Liability Cap	means, in respect of the relevant Contract Year, the aggregate of the following: (a) the MSA General Liability Cap; (b) the Aggregate UO Optional Services Cap; and (c) the Aggregate UO Cap;

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Defined Term	Definition
Air to Ground Coverage or A2G Coverage	the aspect of the ESN Air Coverage provided by the A2G Network;
Air to Ground Early Life Care or A2G Early Life Care	the Supplier's initial incident and service management of an A2G Site following each A2G Bring Into Service (Supplier deployment milestone 12, as set out in Figure 3 of Schedule 4.1 (Supplier Solution)) until A2G Interim Transfer To Operations (Supplier deployment milestone 12.5, as set out in Figure 3 of Schedule 4.1 (Supplier Solution)) with the management of incidents undertaken on a low-priority Business Hours-only basis in accordance with the Supplier's Severity Four Service Incident procedures;
Air to Ground Site Bring into Service or A2G Site Bring Into Service or A2G Site BIS	means the milestone (Supplier deployment milestone 12 as set out in Figure 3 of Schedule 4.1 (Supplier Solution)) at which point an A2G Site is accepted by the Supplier's operations organisation responsible for assuring the quality and delivery of new network infrastructure services and resources into the live environment at which point A2G Early Life Care shall commence;
A2G Interim Transfer to Operations or A2G Interim TTO	means the milestone (Supplier deployment milestone 12.5, as set out in Figure 3 of Schedule 4.1 (Supplier Solution)), following the A2G Bring Into Service (Supplier deployment milestone 12, as set out in Figure 3 of Schedule 4.1 (Supplier Solution)) and prior to A2G Transfer to Operation (Supplier deployment milestone 12.7, as set out in Figure 3 of Schedule 4.1 (Supplier Solution)), where the Authority and Supplier's service management partner are undertaking final A2G Radio Site acceptance and assurance activities and which point the Supplier's A2G Interim Incident and Service Management shall commence;
Air to Ground Transfer to Operations or A2G TTO	means the Supplier deployment milestone 12.7, as set out in Figure 3 of Schedule 4.1 (Supplier Solution), following A2G Interim Transfer To Operations (Supplier deployment milestone 12.7, as set out in Figure 3 of Schedule 4.1 (Supplier Solution)), when the A2G Site is approved by the Authority that the site has been built and configured in accordance with the ESN Air Network Design, and

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Defined Term	Definition
	approved by the Supplier's service management partner for acceptance into live service;
Aircraft Coverage	the geographical area where Aircraft User Devices, equivalent to the aircraft configuration characteristics defined in Annex G - User Device Reference Configurations of Schedule 2.1 (Services Description), can access the Mobile Communications Services in accordance with Annex F - Minimum Data Rates of Schedule 2.1 (Services Description);
Aircraft Communication System or ACS	the end-to-end ESN communications system including the Aircraft User Device and antennas to be installed in User Organisation aircraft for use by ESN Users for communicating with the ESN;
Aircraft User Device	a User Device fitted or mounted onto an aircraft that that connects to the MS Network through the Mobile Network Radio Interface, in accordance with the configuration characteristics detailed in Annex G - User Device Reference Configurations of Schedule 2.1 (Services Description);
Airtime	usage of the system according to Schedule 2.1 (Services Description) as measured by the Communication Data Records;
Airwave	Airwave Solutions Limited, company number 03985643, registered office Nova South, 160 Victoria Street, London, United Kingdom SW1E 5LB;
Airwave Affiliate	in relation to Airwave, any subsidiary or subsidiary undertaking or holding company or parent undertaking of Airwave and any subsidiary or subsidiary undertaking of any such holding company or parent undertaking, in each case, from time to time;
Airwave Group	means: (a) Airwave; (b) any Airwave Affiliate; and (c) any company, undertaking, other body corporate, limited liability partnership, other partnership, other unincorporated association, joint venture, consortium (other than recognised trade associations) or other entity in which Airwave or any Airwave Affiliate has any interest (whether direct or indirect, whether contractual or otherwise and whether through the holding of shares, as a member or otherwise), in each case, from time to time, and member of the Airwave Group or Airwave Group Company shall be construed accordingly;
Allowable Assumptions	the assumptions set out in Annex 2 of Schedule 7.1 (Charges and Invoicing);
Allowable Costs for calculation of	the following costs (without double recovery) and with the cost breakdowns as defined in the Financial Model to the extent that they are reasonably and

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Defined Term	Definition
Supplier Cash Margin	<p>properly incurred by the Supplier in providing the Services:</p> <ul style="list-style-type: none"> (a) the cost to the Supplier or the Key Sub-contractor ("Allowable Costs") (as the context requires), of engaging the Supplier Personnel; (b) operational costs which are not included within (a) above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of the Services; (c) costs incurred in respect of Supplier's capital investments into assets for the purpose of creating the network and the Services that deliver the requirements as specified in Schedule 2.1 (Services Description); <p>but excluding:</p> <ul style="list-style-type: none"> (d) overhead; (e) Forecast Contingency Costs; (f) financing or similar costs; (g) contingencies for cost inflation; (h) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or otherwise; (i) taxation; (j) fines and penalties; (k) amounts payable under Schedule 7.3 (Benchmarking); (l) Non-cash items (including depreciation, amortisation, impairments and movements in provisions); and (m) Profit.
Amendment Overlay	has meaning set out in Paragraph 4.6 of Schedule 6.3 (Coverage Benchmarking and Validation Process);
Annex E Locations	means locations listed in Annex E of Schedule 2.1 (Services Description);
Annual Financial Report	the annual report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B, Schedule 7.5 (Financial Reports and Audit Rights) at the end of each financial year;
Annual Indexation Date	as defined in Paragraph 9.3 of Part 2 of Schedule 7.1 (Charges and Invoicing);
Annual UO General Cap	<div style="background-color: black; height: 100px; width: 100%;"></div>

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Defined Term	Definition
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Anticipated Contract Life Supplier Cash Margin Percentage	the anticipated Supplier Cash Margin Percentage over the Term as reflected in the Financial Model;
Application Programming Interface or API	an interface, or set of functions, that specifies how two different application software elements should interact with each other;
Applicable Supplier Personnel	<p>any Supplier Personnel who:</p> <ul style="list-style-type: none"> (a) at the Termination Date: <ul style="list-style-type: none"> (i) are employees of the Supplier; and (ii) are Dedicated Supplier Personnel; and (iii) have not transferred (and are not in scope to transfer at a later date) to the Authority or the Replacement Supplier by virtue of the Employment Regulations; and (b) are dismissed or given notice of dismissal by the Supplier within: <ul style="list-style-type: none"> (i) forty (40) Working Days of the Termination Date; or (ii) such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement; and (c) have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and (d) the Supplier can demonstrate to the satisfaction of the Authority: <ul style="list-style-type: none"> (i) are surplus to the Supplier's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers; (ii) are genuinely being dismissed for reasons of redundancy; and (iii) have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to

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Defined Term	Definition
	reimbursement under this provision in respect of such employees;
Appropriate Accepted Mitigation	means the accepted mitigations to Financial Distress Events as set out in Annex 5 of Schedule 7.4 (Financial Distress);
Approve	the Authority's prior written approval or consent, which may, at the Authority's sole and absolute discretion, be withheld or delayed and which shall in no way indicate, or be construed as indicating, the Authority's acceptance or endorsement of any plan, process, product, ESN Deliverables, goods or ESN Tested Services to which the particular approval may refer (and " Approval " and " Approved " shall be construed accordingly);
Approved Block	as defined in Paragraph 1.1 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
Approved Site Finish Plan	shall have the meaning given in Paragraph 2.5 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
Approved Sub-Licensee	any of the following: (a) a Central Government Body; (b) any third party providing services to a Central Government Body; and/or (c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority;
Approved User Devices and SIMs List	a list that details individual User Devices that are approved to connect to the Supplier Solution and the SIMs they are approved to connect with. The list is provided by the US Supplier via the US-MS Interface and will be updated regularly;
Architecture Design Document	a Documentary Deliverable that describes the Supplier Solution detailing the relevant design services as described in Schedule 2.1 (Services Description). Architecture Design Documentation and Architecture Design Documents shall be read and construed accordingly;
ARP	Allocation and Retention Priority as defined by 3GPP.
Artefact	an Authority controlled document as set out in the Artefacts Schedule;
Artefacts Schedule	a schedule to be produced and maintained by the Authority, setting out the correlation of relationships between Documentary Deliverables and Artefacts, and as further described in Paragraph 12 of Schedule 6.1 (Implementation Plan);
Assets	those assets used in the provision of the Services, and in relation to termination or expiry, as listed in Annex 2 of Schedule 8.5 (Exit Management) and such list as amended by agreement of the Parties from time to time;

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Associated Person	has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017;
Assurance	the set of activities that determines whether the conduct of tests has been undertaken in accordance with the relevant contractual obligations, requirements, standards, and procedures including without limitation Test policies, Test Strategy, Test Plans;
Assurance Criteria	criteria to determine whether a Documentary Deliverable meets the agreed specification for the Documentary Deliverable, developed by the Supplier and approved by the Authority in the Documentary Product Description against which the Documentary Deliverables will be reviewed, including the purpose and scope of the document, the quality criteria, format and structure;
Assurance Failure	where a review of a Documentary Deliverables is recorded as unsuccessful because the relevant Assurance Criteria have not been met or where a Test of an ESN Tested Service is recorded as unsuccessful because the relevant Test Success Criteria have not been met;
Assurance Procedures for Documentary Deliverables	the procedures, detailed in Part A of Schedule 6.2 (Testing and Assurance Procedure), that enable the Authority to review the Documentary Deliverables against the Assurance Criteria;
Assurance Success	where a review of a Documentary Deliverables is recorded as successful because the relevant Assurance Criteria have been met or where a Test of an ESN Tested Service is recorded as successful because the relevant Test Success Criteria have been met;
Assurance Success (Approved with notations)	Has the meaning set out in Paragraph 5.2 of Schedule 6.2 (Assurance and Testing Procedures);
Audit	any exercise by the Authority of its Audit Rights pursuant to Clause 12 (Records, Reports, Audit and Open Book Data) and Schedule 7.5 (Financial Reports and Audit Rights);
Audit Agents	<ul style="list-style-type: none"> (a) the Authority's internal and external auditors; (b) the Authority's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Authority to carry out audit or similar review functions; and (f) successors or assigns of any of the above;

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Defined Term	Definition
Audit Rights	the audit and access rights referred to in Schedule 7.5 (Financial Reports and Audit Rights);
Authority A2G Radio Plan	the working radio plan (at “version 19” as at September 2023) developed by the Authority which plots the predicted coverage from the A2G Network and is the basis for the Authority’s design, configuration and location selection of the A2G Radio Sites;
Authority Assets	the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services;
Authority Background IPRs	<p>(a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures;</p> <p>(b) IPRs created by the Authority independently of this Agreement; and/or</p> <p>(c) Crown Copyright which is not available to the Supplier otherwise than under this Agreement;</p> <p>but excluding IPRs owned by the Authority subsisting in the Authority Software;</p>
Authority Cause	<p>any breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is:</p> <p>(a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or</p> <p>(b) caused by the Supplier (Supplier in this definition means (i) EEL; (ii) BT Plc; or (iii) EEL and BT Plc jointly), any Sub-contractor or any Supplier Personnel;</p>
Authority Data	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:</p> <p style="padding-left: 40px;">(i) are supplied to the Supplier by or on behalf of the Authority; and/or</p> <p style="padding-left: 40px;">(ii) the Supplier is required to generate, process, store or transmit pursuant to this Agreement, including data which the Authority or Users provide to the Supplier, or data which are created by the Supplier (Supplier in this definition means (i) EEL; (ii) BT Plc; or (iii) EEL and BT Plc jointly) solely and exclusively in order to provide Services, but excluding Telecommunications Data, Specially Written Software and Project Specific IPR; or</p> <p>(b) any Personal Data for which the Authority is the sole Controller;</p>
Authority Document Control Procedures	the written policy and procedures of the Authority (as amended from time to time by the Authority in its sole discretion) for the management and control of all Documentary Deliverables;

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Defined Term	Definition
Authority IT Strategy	the Authority's IT policy in force as at the Effective Date (a copy of which has been supplied to the Supplier), as documented at https://www.gov.uk/government/publications/home-office-digital-data-and-technology-strategy-2024 and updated from time to time in accordance with the Change Control Procedure;
Authority Materials	the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which: <ul style="list-style-type: none"> (a) are owned or used by or on behalf of the Authority; and (b) are or may be used in connection with the provision or receipt of the Services, but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software, and Documentation relating to Supplier Software or Third Party Software;
Authority Order	an order placed by the Authority for any of the Optional Services pursuant to Paragraph 21 of Part 1 of Schedule 7.1 (Charges and Invoicing);
Authority Premises	premises owned, controlled or occupied by the Authority or any Central Government Body which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them);
Authority's Registered ESN Trade Marks	
Authority Representative	the representative appointed by the Authority pursuant to Clause 11.4 (Representatives);
Authority Requirements	the requirements of the Authority set out in Schedules 2.1 (Services Description), 2.2 (Performance Levels), 2.3 (Standards), 2.4 (Security Management), 2.5 (Insurance Requirements), 6.1 (Implementation Plan), 8.4 (Records Provisions), 8.5 (Exit Management) and 8.6 (Business Continuity and Disaster Recovery);
Authority Responsibilities	the responsibilities of the Authority specified in Schedule 3 (Authority Responsibilities);
Authority Software	software which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purposes of providing the Services;
Authority Special Coverage or Authority Special Coverage Sites	refers to the sites as described in Annex J of Schedule 2.1 (Services Description);
Authority Sub-contractor	any sub-contractor engaged by the Authority including for the avoidance of doubt any Other ESN Supplier;

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A2G Radio Site	an A2G Site where the Supplier has, installed, commissioned and assured the equipment associated with: <ul style="list-style-type: none"> (a) A2G Base Station; (b) A2G Transmission; and (c) A2G Power; has integrated the resulting A2G Radio Site with the A2G Network and the MS Network
A2G Radio Site Availability	a Key Performance Indicator as specified in Schedule 2.2 (Performance Levels) providing a simple availability of the A2G Coverage available during a Service Period;
Back of House	means the non-public areas of the locations identified in Annex E of Schedule 2.1;
Base	shall have the meaning given to that term in Paragraph 3.1 of Schedule 8.2 (Change Control Procedure);
Base Station	a wireless communications station installed at a fixed location and used to provide Coverage;
Baseline Security Requirement	the Authority's baseline security requirements, the current copy of which is contained in Annex 1 of Schedule 2.4 (Security Management), as updated from time to time by the Authority and notified to the Supplier;
BCDR Plan	any plan prepared pursuant to Paragraph 2 of Schedule 8.6 (Business Continuity and Disaster Recovery), as may be amended from time to time;
BCDR Review Report	has the meaning given in Paragraph 6.2 of Schedule 8.6 (Business Continuity and Disaster Recovery);
Bearer	Mobile Network Bearer, as defined below;
Bearer Type	Bearer and Connection Types defined in the Schedule 2.1 Annex H and when available for mission critical video services the priority level will be based on 3GPP standards;
Benchmark Loss	means negative Supplier Cash Margin;
Benchmark Report	the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 5 of Schedule 7.3 (Benchmarking);
Benchmark Review	a review of one or more of the Services carried out in accordance with Paragraph 4 of Schedule 7.3 (Benchmarking) to determine whether those Services represent Good Value;

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Benchmarked Service	a Service that the Authority elects to include in a Benchmark Review pursuant to Paragraph 2.3 of Schedule 7.3 (Benchmarking);
Benchmarker	the independent third party appointed under Paragraph 3.1 of Schedule 7.3 (Benchmarking);
Beneficiary	has the meaning given to that term in Paragraph 1.1 of Schedule 8.7 (Conduct of Claims);
Bespoke Contract Change	any Contract Change other than a Standard Contract Change;
Billing Operations Manual	the documented processes for billing, payment and collections, to include management reporting, aged debt, billing and payment escalation processes;
Block	as defined in Paragraph 1.1 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
Board Confirmation	means written confirmation from the Board in accordance with Paragraph 7 of Schedule 7.4 (Financial Distress);
Board Member	the initial persons appointed by the Authority and Supplier to the Boards as set out in Annexes 3 and 4 of Schedule 8.1 (Governance) and any replacements from time to time agreed by the Parties in accordance with Paragraph 4.4 of Schedule 8.1 (Governance);
Boards	the Single Supplier Board and Multi-Supplier Governance Boards as identified in Schedule 8.1 (Governance);
BPSS	the UK Government baseline personnel security standard recognised for the pre-employment screening of individuals with access to government assets;
Brand Guidelines	means the Emergency Services Network Brand Guidelines dated October 2024 as updated and notified to Supplier from time to time;

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Defined Term	Definition
Breach of Security	<p>the occurrence of:</p> <p>(a) any unauthorised access to or use of the Services, the Authority Premises, the Sites, the Supplier System, the Authority System (to the extent that it is under the control of the Supplier) and/or any IT, information or data (including the Confidential Information and the Authority Data) used by the Authority and/or the Supplier in connection with this Agreement; and/or</p> <p>(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Agreement,</p> <p>in either case as more particularly set out in the security requirements in Schedule 2.1 (Services Description) and the Baseline Security Requirements;</p>
Breakage Costs Payment	an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 3 of Schedule 7.2 (Payments on Termination);
Brexit	means the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union in accordance with Article 50 of the Treaty on the European Union including any period of transition relating to the withdrawal of the United Kingdom from the European Union;
BS	means the British Standards, the standards produced by the BSI Group which is formally designated as the national standards body for the UK;
BT Group Plc	means BT Group plc (a company incorporated and registered in England and Wales under company number: 04190816) having its registered office address at 1 Braham Street, London, United Kingdom, E1 8EE;
BT Plc	means British Telecommunications Public Limited Company a company registered in England and Wales under company number 01800000 whose registered office is at 1 Braham Street, London, United Kingdom, E1 8EE;
Built	in respect of any Site, means that the Site is ready for Activation. "Build" and "Building" shall be construed accordingly;
Business Continuity Management System	shall have the meaning set out in BS ISO 22301;
Business Continuity Plan	has the meaning given in Paragraph 2.2(a)(ii) of Schedule 8.6 (Business Continuity and Disaster Recovery);

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Defined Term	Definition
Business Continuity Services	has the meaning given in Paragraph 4.2(b) of Schedule 8.6 (Business Continuity and Disaster Recovery Plan);
Business Hours	in reference to Schedule 2.2 (Performance Levels) means the period 08:00 and 18:00 on any day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Buyer Cause	means a breach by a User Organisation of any of its obligations in its respective User Organisation Order Contract, except to the extent that such breach is: <ul style="list-style-type: none"> (a) the result of any act or omission by the relevant User Organisation to which the Supplier has given its prior consent; or (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel.
C Interface	interface defined by 3GPP;
CAD	Computer Aided Design, the output of which is a 2D or 2D design file that is editable in specialist CAD Software, in file formats widely used in the United Kingdom;
CAN500 Roadset	is the roadset set out in Annex C of Schedule 2.1 (both Major Roads and Minor Roads);
Capability Deployment Board	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.7 of Annex 2 of Schedule 8.1 (Governance) and with the representation set out in Paragraph 11.7 of Annex 4 of Schedule 8.1 (Governance);
Capacity	the provision of system resources by the Supplier of sufficient scale and flexibility required to handle the amount of activity on the network;
Capacity Plan	a Documentary Deliverable setting out how the Supplier shall manage capacity of the Services, forming part of the Supplier's Service Management Framework and as set out in Paragraph 8.3.12 of Schedule 2.1 (Services Description);
Carbon Reduction Plan	shall mean the carbon reduction plan to be published and maintained by the Supplier in accordance with Annex 1 of Schedule 2.3;
Catastrophic Failure of ESN	an unforeseen event at the Effective Date which is irrecoverable and results in the termination of the ESN;
Catastrophic Tariff Commitment Termination Payment	the payment calculated in accordance with Paragraph 6B1.2 of Schedule 7.2 (Payments on Termination);

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Defined Term	Definition
Catastrophic Tariff Payments	the amounts specified in the column titled 'Catastrophic Tariff Payments' in the table in Annex 1 of Schedule 7.2;
CEDR	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y IEU;
CELS Target Price	the target price agreed between the Supplier and the Authority as part of the Re-baselining Process to complete the fulfilment of requirements for CELs, recognising any Allowable Assumptions, and as further described in Paragraph 2 of Part 3 of Schedule 7.1;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; (d) Executive Agency; or (e) devolved government;
Certificate of Costs	has the meaning given in Schedule 7.7 (Financial Model);
Change or Changes	any change to this Agreement;
Change Authorisation Note	has the meaning given to that term in Paragraph 9.2 of Schedule 8.2 (Change Control Procedure);
Change Authorisation Note 500	means change authorisation note 500 of the Terminated Agreement entered into by the EEL and the Authority on 31 July 2019;
Change Communication	any Contract Change Request, Initial Impact Assessment, Technical Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 8.2 (Change Control Procedure);
Change Control Procedure	the procedure for changing this Agreement set out in Schedule 8.2 (Change Control Procedure);
Change Implementation Plan	the plan to be developed which sets out the Supplier's (and Other ESN Suppliers' as the case may be) process and schedule for implementing a Change Request;
Change in Law	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;

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Defined Term	Definition
Change Lead	has the meaning given to that term in Paragraph 13.5 of Schedule 8.2 (Change Control Procedure);
Change Management Board	the Authority only board which deals with Changes in accordance with the Change Control Procedure;
Change Moratorium	has the meaning given to that term in Paragraph 15 of Schedule 8.2 (Change Control Procedure);
Change Moratorium Notice	has the meaning given to that term in Paragraph 15.1 of Schedule 8.2 (Change Control Procedure);
Change Request	a Contract Change Request or an Operational Change Request as the context requires;
Change Request Log	the register of all Change Requests made in connection with this Agreement, to be maintained by the Supplier on behalf of the Authority using the Authority's designated Change Request management system in accordance with Schedule 8.2 (Change Control Procedure);
Change Resource	the person(s) to be appointed by the Supplier pursuant to Paragraph 3 of Schedule 8.2 (Change Control Procedure);
Change Resource Under-Utilisation	shall have the meaning given to that term in Paragraph 3.2.3(a) of Schedule 8.2 (Change Control Procedure);
Change Resource Utilisation Credit	shall have the meaning given to that term in Paragraph 3.2.3(b) of Schedule 8.2 (Change Control Procedure);
Change Resource Utilisation Report	has the meaning given to that term in Paragraph 3.2 of Schedule 8.2 (Change Control Procedure);
Charges	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 7.1 (Charges and Invoicing), including any Milestone Payment or Service Charge;
Chief	personnel in User Organisations with a rank of at least Assistant Chief Constable (Police), Assistant Chief Fire Officer (Fire and Rescue Service), Commander (Metropolitan Police and City of London Police), Deputy Assistant Commissioner (London Fire Brigade), Director (Ambulance Service) or equivalent;
Claim	has the meaning given to that term in Paragraph 1.2 of Schedule 8.7 (Conduct of Claims);
CLI	Caller Line Identity;
Code	means the Electronic Communications Code set out in Schedule 3A of the Communications Act 2003;

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Defined Term	Definition
Code Agreement	means agreements imposed by the court or mutually agreed between the Supplier and site providers and or landlords which automatically incorporate certain rights by virtue of Schedule 3A of the Communications Act, 2003;
Code of Connection or CoCo	a set of rules and criteria one system must meet before being able to connect into another system;



Commercial Network Infrastructure	means assets and infrastructure which support the Supplier's commercial mobile network that would exist in the absence of the Agreement.
	
Commercial Price	shall have the meaning given to that term in Paragraph 3.4.5(a) of Schedule 2.1 (Services Description);
Commercial Use Asset	those of the Assets (if any) listed in Annex 2 of Schedule 8.5 (Exit Management) as Commercial Use Assets and any Assets identified in the Exit Plan as Commercial Use Assets;
Commercially Sensitive Information	the information listed in Schedule 4.2 (Commercial Sensitive Information) or information otherwise agreed with the Authority via the Change Control Procedure as comprising information of a commercially sensitive nature relating to the Supplier, its IPRs or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss, including without limitation Open Book Data and any information of the Supplier about a Financial Distress Event or Credit Rating Distress Event;
Commodity Sub-contractor	means to the extent relating to the payment of invoices, means any Sub-contractor that supplies goods used by the Supplier to discharge its commitments under this Agreement but excluding any invoices for goods that the Supplier uses predominantly outside of this Agreement for the purpose of delivering services as part of the Supplier's public mobile network notwithstanding this Agreement;
Communication Data Records	the recorded data produced by Traffic handling platforms that form the data used for billing and audit purposes, as detailed in Annex D — Data Capture and Reporting Specification of Schedule 2.1 (Services Description);
Communication Data Records Batch Files	the collated and rated Communication Data Records that are provided to the US Supplier as a batch file;

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Defined Term	Definition
Communication Data Records or CDRs	Data fields recorded for each communication transaction, as specified in Annex D — Data Capture and Reporting Specification of Schedule 2.1 (Services Description);
Communication Group	has the same meaning as the MC service group as defined in 3GPP;
Communication (s)	any communication transaction made across the ESN including a call, sending data or messaging;
Comparable Service	in relation to a Benchmarked Service, a service that is identical or materially similar to the Benchmarked Service (including in terms of scope, specification, volume and quality of performance);
Comparable Supply	the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
Comparison Group	has the meaning set out in Paragraph 4.1(g) of Schedule 7.3 (Benchmarking);
Compensation for Unacceptable KPI Failure	has the meaning given in Clause 7.4(a) (Unacceptable KPI Failure);
Compensation Payment	the payment calculated in accordance with Paragraph 6 of Schedule 7.2 (Payments on Termination);
Complete	<div style="background-color: black; width: 100%; height: 100%;"></div>
Conditions Precedent	has the meaning given in Clause 4.3 (Condition Precedent);
Conference Call	has the meaning set out in Paragraph 15.5 of Schedule 8.2 (Change Control Procedure)
Confidential Information	<p>(a) information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:</p> <ul style="list-style-type: none"> (i) the Disclosing Party Group; or (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group; <p>(b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being</p>

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Defined Term	Definition
	<p>confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Agreement;</p> <p>(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom;</p> <p>(d) information about a Financial Distress Event and Credit Rating Distress Event provided by the Supplier to the Authority;</p> <p>(e) Open Book Data; and</p> <p>(f) Information derived from any of the above,</p> <p>but not including any Information which:</p> <p>(i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;</p> <p>(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;</p> <p>(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;</p> <p>(iv) was independently developed without access to the Confidential Information; or</p> <p>(v) relates to the Supplier's:</p> <p>(1) performance under this Agreement; or</p> <p>(2) failure to pay any Sub-contractor, Unconnected Sub-contractor and/ or Excluded Sub-contractor, in each case to the extent permitted under clauses 15.24 and 15.25;</p>
Configuration	the current approved parameter settings or specifications for one or more Configuration Items;
Configuration Baseline	the current approved baseline Configuration (including, in respect of any Assets, facilities, hardware, software, systems, processes and human resources) set out in the Agreement or as subsequently agreed by the Parties in writing from time to time in accordance with Schedule 8.2 (Change Control Procedure);
Configuration Database	has the meaning given to that term in Paragraph 2.1(c) of Schedule 8.5 (Exit Management);
Configuration Item or CI	a component of Services (including, without limitation, any Software, Assets, facilities, buildings, people or formal documentation to be provided or managed by the Supplier as part of the Services);

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Defined Term	Definition
Configuration Management Database or CMDB	a database that identifies, records and reports all relevant Configuration Items and supporting information about the components of the Supplier Solution, delivered by the Supplier and as set out in Paragraph 8.5 of Schedule 2.1 (Services Description);
Conflict of Interest	a conflict between: (a) the financial or personal interests (including duties) of the Supplier, each member of the Supplier Group [REDACTED] or the Supplier Personnel; and (b) the duties owed to the Authority under this Agreement, in the reasonable opinion of the Authority;
Contingency Charges or Contingency	as defined in Paragraph 8.1 of Part 2 of Schedule 7.1 (Charges and Invoicing);
Continuous Improvement Plan	a Documentary Deliverable setting out how the Supplier shall manage continuous improvements throughout the Term, forming part of the Supplier's Service Management Framework and detailed in Paragraph 8.3.16 of Schedule 2.1 (Services Description);
Contract Amendment Report	the contract amendment report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B, Schedule 7.5 (Financial Reports and Audit Rights);
Contract Breakage Costs	the amounts payable by the Supplier to its Key Sub-contractors or other third parties (as applicable) for terminating all relevant Key Sub-contracts or Third Party Contracts as a direct result of the early termination of this Agreement;
Contract Change	a Change that materially impacts the Agreement and which may be categorised into either a Standard Contract Change or a Bespoke Contract Change;
Contract Change Request	a written request for a Contract Change which shall be substantially in the form of Annex 2 of Schedule 8.2 (Change Control Procedure);
Contract Efficiency Review	has the meaning given to that term in Clause 8.4;
Contracted FTE Months	the contracted FTE months, as shown in the third column of Table 8a (Resource Safety Valve Baseline FTE Months) in Annex 1 of Schedule 7.1 (Charges and Invoicing);
Contract Improvement Report	has the meaning given to that term in Clause 8.6;

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Defined Term	Definition
Contract Inception Report	the initial financial model set out in Schedule 7.7 (Financial Model) at the Effective Date;
Contract Review Date	has the meaning given to that term in Clause 8.4;
Contract Year	(a) a period of 12 months commencing on the Effective Date; or (b) thereafter a period of 12 months commencing on each anniversary of the Effective Date; provided that the final Contract Year shall end on the expiry or termination of the Term;
Contract Year General Claim Value	has the meaning given to it in Clause 24A.4.3;
Control	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
Controller	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
Core Network Fault	has the meaning given to it in Paragraph 13.8.1 of Schedule 2.2 (Performance Levels);
Core Site	means the sites in the Supplier's network that provide connectivity and host core network equipment, and through which all ESN Traffic passes;
COTS	commercial off-the-shelf
Counter Notice	has the meaning given in Paragraph 6.2 of Schedule 8.3 (Dispute Resolutions Procedure);
County	is to be interpreted as follows: (a) in England and Wales as the police areas defined in Schedule 1 of the Police Act (1996) plus the metropolitan police district; (b) in Scotland as the following areas whose components are defined in Schedule 1 of the Local Government etc (Scotland) Act 1994: (i) Highland Area: Highland; (ii) Scottish Islands: Argyll and Bute, Western Isles, Orkney Islands, Shetland Islands; (iii) North East Scotland: Aberdeen City, Aberdeenshire, Moray; (iv) East Central Scotland: Angus, Dundee City, Perth and Kinross;

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Defined Term	Definition
	<p>(v) Forth Valley and West Lothian: Falkirk, Clackmannanshire, Stirling, West Lothian, Fife;</p> <p>(vi) West Central Scotland: Inverclyde, North Ayrshire, Renfrewshire, West Dunbartonshire;</p> <p>(vii) Glasgow and Lanarkshire: Glasgow City, East Dunbartonshire, East Renfrewshire, North Lanarkshire, South Lanarkshire;</p> <p>(viii) South East Scotland: Edinburgh City, East Lothian, Mid Lothian, Borders;</p> <p>(ix) South West Scotland: South Ayrshire, East Ayrshire, Dumfries and Galloway;</p>
Court Proceedings	for the purposes of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) only, as defined in Paragraph 1.2(a) of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
Coverage	means, as the context requires, Indoor Handheld Coverage, Vehicle Coverage, Outdoor Handheld Coverage, Marine Coverage and/or Aircraft Coverage;
Coverage Baseline	has meaning set out in Paragraph 1.1 of Schedule 6.3 (Coverage Benchmarking and Validation Process);
Coverage Rebaseline	has meaning set out in Paragraph 4.1 of Schedule 6.3 (Coverage Benchmarking and Validation Process);
Coverage Enhancement Locations or CELs	refers to the locations set out in Annex J of Schedule 2.1 (Service Description) that fall under the Coverage Enhancement Workstream that will require a coverage fix;
Coverage Enhancement Workstream	the workstream responsible for ensuring non-contracted gaps at End State are fixed;
Coverage Gaps	means the non-contracted gaps at End State which are operationally required for Coverage;
Coverage Milestone	the Milestones that relate to Resilience, CELs, Coverage in the London Underground, and Coverage Portal;
Coverage Portal	shall mean the proposed Supplier portal to report and visualise Coverage, Capacity and resilience, in accordance with paragraph 3.7 of Schedule 2.1;
Coverage Working Group	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.6 of Annex 2 of Schedule 8.1 (Governance) and with the representation set out in Paragraph 11.6 of Annex 4 of Schedule 8.1 (Governance).

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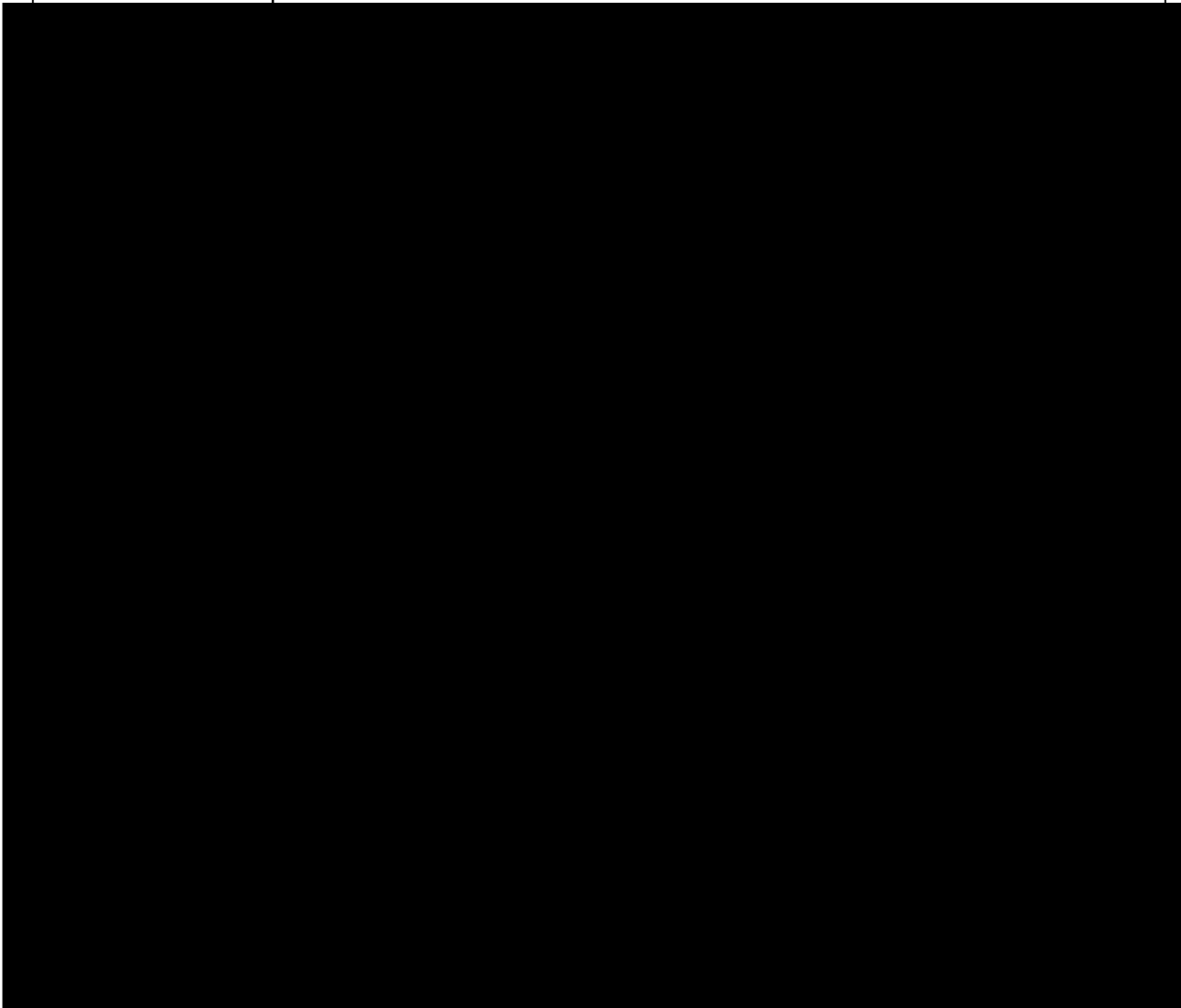
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Defined Term	Definition
CQI	means channel quality indicator as defined in the 3GPP standards;
Credit Rating	a credit rating as specified in Annex 2 of Schedule 7.4 (Financial Distress);
Credit Rating Distress Event	an event where the Credit Rating for the Supplier, Guarantor or a Key Sub-contractor is downgraded, or otherwise falls, so that it is below the applicable Credit Rating Threshold;
Credit Rating Threshold	the minimum Credit Rating for the Supplier, the Guarantor and for each Key Sub-contractor as set out in Annex 1 of Schedule 7.4 (Financial Distress);
Credit Value for the FTE Months	as described and calculated as set out in Paragraph 7.9 of Part 2 of Schedule 7.1 (Charges and Invoicing);



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Defined Term	Definition
Critical Performance Failure	<p>(a) the Supplier accruing in any period of three (3) months an aggregate number of Service Points which is equal to or greater than [REDACTED] of the number of Service Points that would need to be accrued by the Supplier in order for the Supplier to meet or exceed the Service Credit Cap for a month (the [REDACTED] amount representing [REDACTED] of the monthly amount x three months); or</p> <p>(b) the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;</p>
Critical Service Bearers (or Critical Bearers)	the Bearers with Bearer Type designated as Critical Bearers in Annex H (Bearer and Connection Types) of Schedule 2.1 (Services Description), with the characteristics set out in that Annex;
Cross ESN Services Affecting Change Requests	has the meaning given to that term in Paragraph 13.1 of Schedule 8.2 (Change Control Procedure);
CRTPA	the Contracts (Rights of Third Parties) Act 1999;
Current Exit Plan	has the meaning given in Paragraph 5.1 of Schedule 8.5 (Exit Management);
Current Ratio	the calculation described in the table in Paragraph 6.1 (Financial Indicators) of Schedule 7.4 ;
Customer	a User Organisation who has entered into a User Organisation Order Contract;
Customer Contract	User Organisation Order Contract;
Customer Order	the original order (or any subsequent order) placed by a Customer under its User Organisation Order Contract;
D Interface	interface defined by 3GPP;
D & B Failure Score	the Dun & Bradstreet Failure Score as determined and published by Dun & Bradstreet, Inc. and its Affiliates;
Data Loss Event	means any event which results in unauthorised access to Personal Data held by either party in the capacity of Processor under this Agreement including any Personal Data Breach;
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
Data Protection Legislation	<p>(a) the UK GDPR;</p> <p>(b) the DPA 2018 to the extent that it relates to the Processing of Personal Data and privacy;</p>

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Defined Term	Definition
Dedicated Bearer	a Mobile Network Bearer established between a User Device and Mobile Network Gateway, in addition to the Default Bearer as defined in 3GPP;
Dedicated Core Network	a core network that is used exclusively for ESN services hosted on separate physical and virtual infrastructure and is not impacted by commercial network activity;
Dedicated Supplier Personnel	all Supplier Personnel then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;
Deductions	all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Agreement;

Default	any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: (a) in the case of the Authority, of its employees, servants, agents; or (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;
Default Bearer	initial Mobile Network Bearer(s) established between a User Device and Mobile Network Gateway(s) when the User Device connects to ESN;
Delay	a delay in Achieving a Key Milestone;
Delay Deductions	Deductions made to Charges by the Authority in respect of Delay Payments due from the Supplier to the Authority;
Delay Deduction Period	
Delay Payment Rate	the daily rate determined in accordance with Paragraph 3 of Part 2 of Schedule 7.1 (Charges and Invoicing);
Delay Payments	the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in Schedule 7.1 (Charges and Invoicing);

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Defined Term	Definition
Deliverable	means: (a) an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Agreement; and (b) subject to Clause 4.12, any TA Deliverable;
Delivery Integration Board	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.4 of Annex 2 of Schedule 8.1 (Governance) and with the representation set out in Paragraph 11.4 of Annex 4 of Schedule 8.1 (Governance);
Delivery Partner	the Authority, or any supplier or suppliers contracted by the Authority to provide the delivery integration services from time to time (for the avoidance of doubt, excluding the Supplier);
Deployment Plan	a plan setting out the Authority's proposed order and scheduled date by which each User Organisation shall Migrate to ESN;
Depreciation Policy	means the depreciation policy of the Supplier set out in Annex 5B of Schedule 8.5 (Exit Management);
Design Authority Board	means an Authority only level 1 board reviewing ESN design;
Design Governance Process	shall have the meaning given to it in Paragraph 6.7 of Schedule 2.1 (Services Description);
Detailed Implementation Plan	the Supplier's Level 4 Plan;
Details of Processing	has the meaning given in Clause 22.1;
Digital Workplace	refers to the interface or tool used to manage Service Requests raised by the Authority;
Direct Device to Device Communication	the ability of User Devices to communicate directly with other User Devices, without the communication flowing through the Supplier Solution;
Disaster	an event or series of events which, either separately or cumulatively, seriously disrupts the Services, the functioning of Emergency Services or society and causes human, material, and economic or environmental losses that exceed the Supplier's ability to cope using its own resources and means that the Services, or a material part of the Services will be unavailable for a period of three hours or which is reasonably anticipated will mean that the Services or material part of the

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Defined Term	Definition
	Services will be unavailable for that period, requiring that the BCDR Plan be invoked;
Disaster Occurrence Time	the point in time at which the Parties agree that a Service Disaster occurred and from which time the Supplier may commence any applicable failover of Services working as necessary with the Other ESN Suppliers;
Disaster Recovery Plan	has the meaning given in Paragraph 2.2 (a)(iii), as further described in Paragraph 5 of Schedule 8.6 (Business Continuity and Disaster Recovery);
Disaster Recovery Services	the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
Disclosing Party	has the meaning given in Clause 20.1 (Confidentiality);
Disclosing Party Group	<p>(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and</p> <p>(b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Supplier interacts in connection with this Agreement;</p>
Dispute	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
Dispute Notice	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
Dispute Resolution Procedure	the dispute resolution procedure set out in Schedule 8.3 (Dispute Resolution Procedure);
DL	means downlink as defined in the 3GPP standards;
DL BLER	means downlink block error rate as defined in the 3GPP standards;
Documentary Deliverable	all Deliverables submitted to the Authority for approval, in the form of a documentary file;
Documentary Deliverables Schedule	the schedule for Documentary Deliverables as described in Paragraph 12 of Schedule 6.1 (Implementation Plan);
Documentary Product Description	means the criteria to be met and layout for each Documentary Deliverable, set out using the template in Annex 3 of Schedule 6.1 (Implementation Plan), the format and composition of which shall be in accordance with the programme management methods specified in Schedule 2.3 (Standards), and such criteria to

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Defined Term	Definition
	be set out in the Level 4 Plan and/or approved in accordance with Paragraph 12.6 of Schedule 6.1 (Implementation Plan);
Documentary Product Description Template	means the template providing the criteria to be met and layout for each Documentary Deliverable set out in Annex 3 of Schedule 6.1 (Implementation Plan);
Documentation	<p>descriptions of the Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:</p> <p>(a) is required to be supplied by the Supplier to the Authority under this Agreement;</p> <p>(b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;</p> <p>(c) is required by the Supplier in order to provide the Services; and/or</p> <p>(d) has been or shall be generated for the purpose of providing the Services;</p>
DOTAS	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to inform HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
DPA 2018	the Data Protection Act 2018;
Draft Delivery Date	shall have the meaning given in Paragraph 12.2 of Schedule 6.1 (Implementation Plan);
Draft Documentary Deliverable	shall have the meaning given in Paragraph 12.2 of Schedule 6.1 (Implementation Plan);
Draft Exit Plan	has the meaning given to that term in Paragraph 5.2 of Schedule 8.5 (Exit Management);

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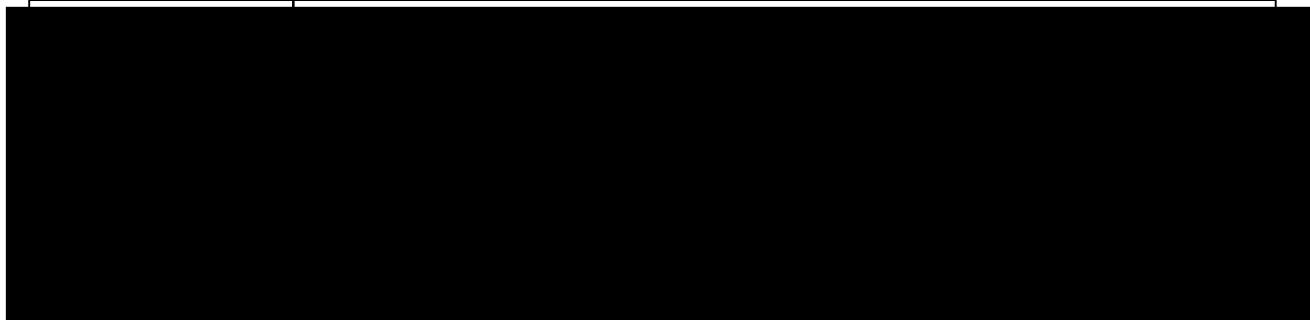
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Defined Term	Definition
Draft Site Finish Plan	shall have the meaning given in Paragraph 2.2 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
Draft Trade Mark Licence	means the Trade Mark Licence in the form set out in Schedule 14 and described within Clause 16.5;
DST	daylight saving time;
Due Diligence Information	any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;
Dynamic Spectrum Sharing	a mechanism defined in 3GPP specifications to enable 4G and 5G radio Base Stations to share the same frequency bands dynamically;
EAS	Extended Area Services;
EEA	the European Economic Area;



EEL	EE Limited a company registered in England and Wales under company number 02382161 whose registered office is at 1 Braham Street, London, United Kingdom, E1 8EE;
Effective Date	1 December 2024;
EIRs	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;
Elaborated MCD or EMCD	shall have the meaning given in Paragraph 15.7.(b)(v) of Schedule 6.1 (Implementation Plan);
Electrical Standards	the electrical standards referenced at www.hse.gov.uk/electricity/standards.htm ;
Electronic Document Management System or EDMS	the system provided by the Authority, at the start of Mobilisation, to be used by ESN Suppliers to submit their contractual Documentary Deliverables and ensure version control of such documentation;

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Defined Term	Definition
Emergency Change Advisory Board	the subset of the Change Management Board more particularly described in Paragraph 14 of Schedule 8.2 (Change Control Procedure);
Emergency Distress Communication	a capability provided by the US Supplier for one-to-one or one-to many communication between Users, with top priority for conveying Traffic and with additional features to support a User who requires urgent assistance;
Emergency Exit	any termination of this Agreement which is a: <ul style="list-style-type: none"> (a) termination of the whole or part of this Agreement in accordance with Clause 32 (Termination Rights), except where the period of notice given under that Clause is greater than or equal to 6 months; (b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 32 (Termination Rights); or (c) wrongful termination or repudiation of this Agreement by either Party;
Emergency Maintenance	ad hoc and unplanned maintenance provided by the Supplier where: <ul style="list-style-type: none"> (a) the Authority reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or (b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault;
Emergency Operational Change	Emergency Change as defined in ITIL;
Emergency Services or ES or 3ES	groups of User Organisations of Scotland, England and Wales and their successor or replacement organisations who may be categorised into one of three categories being: <ul style="list-style-type: none"> (a) Police Authorities and Services; (b) Fire and Rescue Authorities and Services; and (c) Ambulance Trusts; and the term " Emergency Services " means collectively all of them. As the context requires: <ul style="list-style-type: none"> (i) an "Emergency Services" organisation means any one of them; and (ii) the terms, Police, Fire and Rescue, or Ambulance means all of the User Organisations within such category;

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Defined Term	Definition
Emergency Telephone Number or Emergency Telephone Numbers	any number used by the general public to summon emergency services assistance, including 999 and 112 calls;
Emergency Vehicle Coverage Solution	the service for emergency vehicle coverage solutions defined in Paragraph 12.7 of Schedule 2.1 (Services Description);
Employee Liabilities	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) claims whether in tort, contract or statute or otherwise; (g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
Employing Sub-Contract	has the meaning given in Schedule 9.1;
Employing Sub-Contractor	has the meaning given in Schedule 9.1;
Employment Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
End State	<p>the following as identified in the Quarterly Coverage Report ED99:</p> <ul style="list-style-type: none"> i. New Site locations both live and forecast to be live that are required to support ESN coverage on CAN500 Roadset (including T1, T2, T3 4b and T3 5a (as further described in Annex 4 of Schedule 6.1 (Implementation Plan)));

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Defined Term	Definition
	<ul style="list-style-type: none"> ii. Outdoor Macro Sites live and planned for activation. It is acknowledged that some planned Outdoor Macro Sites may not become activated as shown in the most up-to-date Quarterly Coverage Report; and iii. EAS sites live and planned to go live;
End State Prediction	
End State Vehicle Coverage	means the Vehicle Coverage that a Vehicle User Device can access via the Supplier Solution at End State;
End to End Services	means the end-to-end services required for the entire ESN;
Enhanced Availability	increased Availability and power resilience for specified roads or geographic areas;
Enhanced Coverage	the provision of additional Coverage in areas where there is no Coverage, as detailed in Paragraph 12.1 of Schedule 2.1;
Entry Criteria	the criteria that must be satisfied before a Test Event can begin as defined in the Test Plan;
Equipment Identity Register	Equipment Identity Register as defined by 3GPP;
Equivalent Services Data	in relation to a Comparable Service, data derived from an analysis of the Comparable Service provided by the Comparison Group as adjusted in accordance with Paragraphs 4.8(b) and 4.9 of Schedule 7.3 (Benchmarking) provided that the Benchmarker shall not use any such data that relates to a period which ended more than 36 months prior to the date of appointment of the Benchmarker;
Ericsson	means Ericsson Limited, a company registered in England and Wales with company number 00942215, and any of its sub-contractors used for delivery of the relevant Services;
ES Backhaul Network	a transmission network provided and operated by the ES Supplier to deliver backhaul services that carry data between Radio Sites to the Dedicated Core Network;
ES Services	the services for the provision, installation, operation and maintenance of the Radio Sites, excluding any such services which form part of the Services;
ES Supplier	the Authority, or any supplier or suppliers contracted by the Authority to provide the ES Services from time to time;
Escalated Key Milestone Site	for the purposes of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) only, as defined in Paragraph 1.1 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);

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Defined Term	Definition
Escalation	for the purposes of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) only, shall have the meaning given in Paragraph 1.3 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) (and Escalate and Escalated shall be construed accordingly for the purposes of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) only);
Escalation Pack	shall have the meaning given in Paragraph 1.5 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
ESMCP or ESMCP Programme	means the emergency services mobile communications programme;
ESMCP Programme Test Strategy	a document produced by the Authority with input from the Supplier and Other Suppliers which sets out the high-level strategy for the conduct of testing of the ESN Services at an ESN Product agnostic level;
ESMCP Vetting Policy	The policy set out in document reference [REDACTED] as amended from time to time. This Authority policy sets out the vetting requirements needed to support the delivery of the Services;
ES-MS Interface	the physical and logical interface between the MS Network and the ES Backhaul Network;
ES-MS Network Interface	the interface set out in Paragraph 6.5 of Schedule 2.1;
ESN Air Coverage	the three-dimensional geographical area of Great Britain and to the Territorial Waters where Aircraft User Devices using G2A or A2G Coverage can access the Mobile Communications Services and in accordance with the performance characteristics set out in Annex F - Minimum Data Rates of Schedule 2.1 (Services Description);
ESN Air Critical Operational Locations	a geographical location or area deemed critical for the availability of Aircraft Coverage that are considered by the User to be required for operational use;
ESN Air Infill	new A2G Radio Sites and/or re-planned or new terrestrial sites associated with the MS Network proposed by the Supplier or requested by the Authority to address coverage, capacity or resilience improvements to ESN Air Coverage;
ESN Air Network Design	[REDACTED] [REDACTED] [REDACTED]

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Defined Term	Definition
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
ESN Air Radio Plan	[REDACTED]

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Defined Term	Definition
ESN Air Radio Planning Tool	[REDACTED]
ESN Air Reference Environment	a reference environment that is representative of the production environment including A2G Transmission and A2G Base Station equipment and interworks with the ESN Reference Environment;
ESN Air Technical Expertise	[REDACTED]
ESN Air Virtual Flight Path Tool	[REDACTED]
ESN Dedicated Infrastructure	means an [REDACTED]
ESN Deliverables	an item or feature delivered or to be delivered by an Other ESN Supplier at or before a Milestone Date or at any other stage during the performance of this Agreement (and which shall be deemed to include the term "ESN Deliverables" as defined in the Terminated Agreement, where reference to 'this Agreement' in that definition refers to the Terminated Agreement);
ESN Drive Testing	drive testing conducted in accordance with the Methodology for Vehicle Coverage;
ESN Environments	the IT and telecommunications infrastructure, hardware, software and services that underpin the delivery of ESN Services from development to deployment and live service;
ESN GB Roadset	shall mean the ESN contracted roads footprint, as set out in Annex C of Schedule 2.1 (Services Description) and as re-baselined in accordance with Paragraph 3.2.2 of Schedule 2.1 (Services Description);
[REDACTED]	
ESN Products	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

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Defined Term	Definition
ESN Products and Services Master Catalogue or PSMC	an Authority-authored document that sets out the scope and configuration detail of ESN Products;
ESN Product Test Strategy	in respect of each ESN Product, a document produced by the Authority, together with the Supplier and the Other Suppliers (as necessary) which addresses how the ESN Product is tested;
ESN or Emergency Services Network	the integrated mobile communications network made up of the solutions provided by the ESN Suppliers and Related ESN Projects suppliers;
ESN Radio Site List	the list of ESN Specific Sites set out in Annex 6 of Schedule 8.5 (Exit);
ESN Reference System	the reference system that is representative of the ESN, and consists of the US Supplier Reference System, the Supplier Reference System, and the interconnects between these systems;
ESN Self-Service Interface or Self-Service Interface	has the meaning given under 'Self-Service Interface' in Schedule 12 (ESN User Organisation Purchase Terms);
ESN Service Component	any constituent parts of a ESN Tested Service, bespoke or COTS hardware or Software;
ESN Service Management System	the service management system provided by the US Supplier for use by the US Supplier, the Supplier, the ES Supplier and the ACS Supplier to support the provision of a service to User Organisations;
ESN Service Management System Interface	the interface from the Supplier's service management system to the ESN Service Management System;
ESN Services Agreement	means a contract between the Authority and one of the ESN Suppliers setting out services provided by that ESN Supplier which form part of the Emergency Services Network;
ESN Services	the services provided to User Organisations by the ESN Suppliers and suppliers of the Related ESN Projects;

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Defined Term	Definition
ESN Specific Site	Sites deployed with an activated Base Station solely for the delivery of the Services to the Authority and listed in Annex 6 of Schedule 8.5;
ESN Sub-contract	(a) any Sub-contract for which the majority of the charges paid under the relevant Sub-contract relate directly to services procured specifically or predominantly for the ESN (including, for the avoidance of doubt, any Key Sub-contract); and/or (b) any sub-contract referred to in Table 2.1 of Schedule 4.3;
ESN Sub-contractor	each Sub-contractor that is engaged on an ESN Sub-contract;
ESN Suppliers	the Supplier and Other ESN Suppliers;
ESN Technical Architecture	the technical architecture of ESN as described in [REDACTED] ESN Technical Architecture;
ESN Technical Architecture Documentation	one of the Authority-produced ESN Architecture Design Documents that describes the ESN Technical Architecture (document number [REDACTED]);
ESN Technology Roadmap	a technology roadmap for ESN that is created and maintained by the Authority inputs for which are required from the Supplier and the Other Suppliers;
ESN Tested Services	those ESN Services including their end-to-end operation which are subject to the Testing and Assurance Process specified in Schedule 6.2, Part C and D;
ESN Underground Coverage	means the 4G LTE coverage to be provided by the Supplier on the London Underground Network using TfL's Concessionaire;
ESN User or User	an end user of the Services;
Estates and Facilities Management	provision of estates and facilities services required to operate and manage sites as described in Paragraph 4.5.1 of Schedule 2.1 (Services Description);
EU GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
Euro Compliant	means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the

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Defined Term	Definition
	<p>Authority's business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):</p> <ul style="list-style-type: none"> (a) be able to perform all such functions in any number of currencies and/or in euros; (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations; (c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro; (d) incorporate protocols for dealing with rounding and currency conversion; (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and (f) permit the input of data in euro and display an outcome in euro where such data, supporting the Authority's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;
Event Logs	files which register the actions on the Supplier Solution set out in Annex D — Data Capture and Reporting Specification of Schedule 2.1 (Services Description), to provide an audit trail of activity over time;
Exception Pool	the land area corresponding to a County;
Exception Reports	means the reports which will describe anticipated deviations from the agreed scope and value of the Product Definition Documents, ESN Services, Implementation Plan and/or Level 3 Plan, and appropriate mitigating actions. The report will allow the appropriate governance body to recommend a path forward for the product or workstream team to enact but such reports shall not in any way amend, override or prejudice the Parties' respective rights, remedies and obligations otherwise set out in this Agreement or otherwise change any Supplier Deliverables without going through the Change Control Procedure, in particular Notifiable Defaults, the Rectification Plan Process and/or the Change Control Procedure, which shall be unaffected by such reports;
Excluded Sub-contractor	has the meaning given to it in Clause 15.17;
Exit Charges Cap	the maximum Charges payable by the Authority to the Supplier for the performance of the Termination Services as set out in Table 10 of Annex 1 of Schedule 7.1 (Charges and Invoicing);

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Defined Term	Definition
Exit Criteria	the criteria that must be satisfied before a Test Event can complete as defined in the Test Plan;
Exit Information	has the meaning given to that term in Paragraph 4.1 in Schedule 8.5 (Exit Management);
Exit Management	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 8.5 (Exit Management);
Exit Manager	the person appointed by each Party pursuant to Schedule 8.5 (Exit Management);
Exit Plan	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 5 of Schedule 8.5 (Exit Management);
Expedited Dispute Timetable	the reduced timetable for the resolution of Disputes set out in Paragraph 2 of Schedule 8.3 (Dispute Resolution Procedure);
Expert	in relation to a Dispute, the person appointed by the Parties in accordance with Paragraph 5.2 of Schedule 8.3 (Dispute Resolution Procedure) to act as an expert in relation to that Dispute;
Expert Determination	the process described in Paragraph 5 of Schedule 8.3 (Dispute Resolution Procedure);
Extended Area or Extended Area Service or EAS	shall mean the area described in Annex C of Schedule 2.1 (Services Description);
Extended Area Radio Plan	the Documentary Deliverable provided by the ES Supplier, which details the ES Supplier's approach to deliver Coverage in the Extended Area;
Extended Flow Down Report	has the meaning given to it in Paragraph 3.7.1 of Schedule 4.3 (Subcontractors);
Extension Date	for the purposes of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) only, as defined in Paragraph 1.1 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
Extension Period	a period of one year from expiry of the Initial Term;
External Competency Assessment	has the meaning given in Paragraph 9.5.1 of Schedule 2.2 (Performance Levels);
Field Resource	mobile engineers or similar resources deployed by suppliers to attend remote site locations to investigate and fix incidents raised;

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Defined Term	Definition
Final Reconciliation Report	the final reconciliation report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B, Schedule 7.5 (Financial Reports and Audit Rights);
Final Service Point Calculation	shall have the meaning given in Paragraph 4.3 of Schedule 2.2 (Performance Levels);
Financial Distress Event	has the meaning given in Paragraph 3.1 of Schedule 7.4 (Financial Distress);
Financial Distress Service Continuity Plan	a plan showing how the Supplier can continue to provide the Services in accordance with the Performance Indicators and the other terms of this Agreement during a Financial Distress Event;
Financial Indicator	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at Paragraph 6.1 of Schedule 7.4 (Financial Distress);
Financial Model	has the meaning given in Schedule 7.7 (Financial Model);
Financial Reports	the Contract Inception Report and the reports listed in the table in Paragraph 1.1 of Part B, Schedule 7.5 (Financial Reports and Audit Rights);
Financial/ Commercial Representative	a reasonably skilled and experienced member of the Supplier's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports;
Financial Target Thresholds	means the target thresholds for each of the Financial Indicators set out at Paragraph 6.1.1 of Schedule 7.4 (Financial Distress);
Financial Transparency Objectives	has the meaning given in Paragraph 1 of Part A, Schedule 7.5 (Financial Reports and Audit Rights);
Financial Year	the period from 1 April in one calendar year and ending on 31 March the following calendar year;
First Tier US Key Sub-contractors	has the meaning given to it in limb [REDACTED]

Fix Time	has the meaning given in the time described in Paragraph 13.2 of Schedule 2.2 (Performance Levels);
Fixed Charges	as defined in Paragraph 2 of Part 1 of Schedule 7.1 (Charges and Invoicing);
FOIA	the Freedom of Information Act 2000 and the Freedom of Information Act (Scotland) 2002 (where applicable) and any subordinate legislation made under those Acts from time to time, together with any guidance and/or codes of practice

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Defined Term	Definition
	issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
Force Majeure Event	the occurrence after the Effective Date of: <ul style="list-style-type: none"> (a) war, civil war, armed conflict or terrorism; or (b) nuclear, chemical or biological contamination unless the source or the cause of the contamination is the result of the actions of or breach by the Supplier or its Sub-contractors; or (c) pressure waves caused by devices travelling at supersonic speeds, which directly causes either Party to be unable to comply with all or a material part of its obligations under this Agreement.
Force Majeure Notice	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
Forecast Contingency Costs	the costs set out in the column headed "Forecast Contingency Costs" in the Risk Register (as such costs are updated from time to time);
Former Supplier	a supplier supplying services to the Authority before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
Forward Schedule of Change	has the meaning given to that term in Paragraph 16.1 of Schedule 8.2 (Change Control Procedure);
Forward Schedule of Contract Changes	a listing containing the proposed future Contract Changes as managed through the Change Control Procedure. This is distinct and separate to Forward Schedule of Changes;
FTE	the full time equivalent hours of [REDACTED] hours per annum;
G2A	means the MS Network as offered via the Supplier which ESN Users shall use to communicate to the Supplier Solution;
Gap	an identified geographical area where there is a gap in Coverage during the Term as determined following testing and evaluation in accordance with the relevant Methodology;
Gate	has the meaning given to it in Paragraph 15.5 of Schedule 6.1 (Implementation Plan);
Gateway Device	a device, as further described in Paragraph 12.6 of Schedule 2.1 (Services Description), to be available in two variants, that can be fitted into a vehicle and operate similarly to an eNodeB to extend communications. The two variants will extend communications as follows: (i) when connected to the Gateway Solution in order to extend Coverage and to provide access to the US Supplier Services; or (ii) as (i) plus when isolated from the Gateway Solution to provide a standalone Public Safety Communications Service capability;

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Defined Term	Definition
Gateway Solution	the solution delivered to enable Gateway Devices to be connected to the Mobile Network in order to extend Coverage and allow connectivity to the Mobile Communications Services, as further specified in Paragraph 3.13 of Schedule 2.1 (Services Description);
General Anti Abuse Rule	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
General Change in Law	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
GIS	geographic information system;
GMT	Greenwich Mean Time;
Gn	Gn interface defined by 3GPP;
Good Industry Practice	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
Good Value	in relation to a Benchmarked Service or a Tracked Service is where having taken into account, the: (a) Charges attributable; and (b) the Performance Indicators and Minimum Service Thresholds applicable, to the Benchmarked Service or Tracked Service (as applicable), the value for money respectively of the Charges, Performance Indicators and Minimum Service Thresholds is equal to or better than the value for money of the Upper Quartile's charges and service levels for the Comparable Service using Equivalent Services Data (as applicable);
Goods	has the meaning given in Clause 9.7 (Supply of Goods);
Governance Framework	the contract governance framework structure as developed by the Authority encompassing Schedule 8.1 (Governance) and the Authority only governance forums related to the management of this Agreement;
Governance Parties	the Authority, the Supplier, and the Other ESN Suppliers;
Gp	Gp interface defined by 3GPP;
Gr	Gr interface defined by 3GPP;

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Defined Term	Definition
Green Book Accounting	means in compliance with the Green Book guidance issued by HM Treasury for the use of public resources;
Group Calls	means (as defined in 3GPP) the relationship that exists between the members of a group for the purpose of transferring data (MC Voice, MC Video, MC Data and other common services data);
Group or Related Party Supply	any transactions, including supply of good or services and financing arrangements, between the Supplier and another party within the same corporate group — including parents, other group subsidiary companies and joint ventures;
GSM	Global System for Mobile Communications, the standard developed by the European Telecommunications Standards Institute (ETSI);
Guarantee	the deed of guarantee in favour of the Authority by the Guarantor entered into by 23.59 on the date of signature of this Agreement (which is in the form set out in Schedule 10 (Guarantee)), or any guarantee acceptable to the Authority that replaces it from time to time;
Guarantee of Bit Rate or GBR	the parameter which defines whether a minimum bit rate can be requested and shall not fall below the value, as detailed for each Bearer Type in Annex H — Bearer and Connection Types of Schedule 2.1 (Services Description);
Guarantor	means BT Group plc, a company incorporated and registered in England and Wales with company number 04190816 and whose registered office is at 1 Braham Street, London, E1 8EE, United Kingdom;
H3G	Hutchinson 3G UK Limited, a company registered in England and Wales under company number 03885486;
Halifax Abuse Principle	the principle explained in the CJEU Case C-255/02 Halifax and others;
Handheld Coverage	the geographical area where a Handheld User Device, equivalent to the configuration characteristics defined in Annex G — User Device Reference Configurations of Schedule 2.1 (Services Description), can access the Mobile Communications Services at the Minimum Data Rates specified in Annex F — Minimum Data Rates of Schedule 2.1 (Services Description);
Handheld User Device	a User Device that provides the User with access to Mobile Communications Services that is designed to function when held in the hand or worn on the lapel, and has the configuration characteristics defined in Annex G — User Device Reference Configurations of Schedule 2.1 (Services Description);
Handover Pack or HoP	

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Defined Term	Definition
Heads of Terms	the heads of terms relating to this Agreement which were entered into by the Authority and EEL on 31 August 2023;
High Risk	the risk category calculated according to the Risk Matrix;
HMG	means His Majesty's Government;
HMG Personnel Security Controls	describes the government's personnel security and national security vetting policies and how the processes work as set out in Cabinet Office publication titled 'HMG Personnel Security Controls';
HMRC	HM Revenue & Customs;
IMEI	international mobile equipment identity number;
Immediate Obligations	has the meaning given to it in Clause 4.1(a)(i).
Impact Assessment	an Initial Impact Assessment or a Technical Impact Assessment as the context requires;
Implementation	the period commencing on the Effective Date and concluding on the date of Achievement of the [REDACTED];
Implementation Plan	(a) the Outline Implementation Plan; and (b) the Level 1 Plan, Level 2 Plan and Level 3 Plan as each are updated in accordance with Schedule 6.1 from time to time;

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Defined Term	Definition
Implementation Services	the services carried out during Implementation;
Implementation Services Commencement Date	the date on which the Supplier is to commence provision of the first of the Services, being as per the Implementation Plan;
Implemented	means the date of issue by the Authority of the Milestone Achievement Certificate for the last Milestone of Transition (being [REDACTED]) as set out in the Implementation Plan (as amended from time to time in accordance with Schedule 6.1 (Implementation Plan));
IMS	IP Multimedia Sub-system as defined in 3GPP;
IMSI	international mobile subscriber identity;
Incidental Coverage	[REDACTED]
Incident Identification Time	has the meaning given in Paragraph 12.5 of Schedule 2.2 (Performance Levels);
Incident Management Process	means the process of identifying and analysing hazards and risks in order to come up with effective mitigation and controls that intend to limit incidents' disruption to operations, minimise negative impact, and prevent recurrence.
Incident Log	has the meaning given in Paragraph 12.1 of Schedule 2.2 (Performance Levels);
Increased Resource Costs Payment or IRC Payment	has the meaning given to it in Paragraph 2.7 of Part 2 of Schedule 7.1;
Indemnified Person	the Authority and each and every person to whom the Authority (or any direct or indirect sub licensee of the Authority) sub licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Agreement;
Indemnifier	has the meaning given to that term in Paragraph 1.1 of Schedule 8.7 (Conduct of Claims);
Independent Controller	a party which is Controller of the same Personal Data as the other Party but is not a Joint Controller with the other Party;
Indexation and Index	the adjustment of an amount or sum in accordance with Paragraph 9 of Part 2 of Schedule 7.1 (Charges and Invoicing);
Indexation Formula	as defined in Paragraph 9.10 of Part 2 of Schedule 7.1 (Charges and Invoicing);

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Defined Term	Definition
Indoor Handheld Coverage	the geographical area where a Handheld User Device, equivalent to the configuration characteristics defined in Annex G — User Device Reference Configurations of Schedule 2.1 (Services Description), can access the Mobile Communications Services at the Minimum Data Rates specified in Annex F — Minimum Data Rates. of Schedule 2.1 (Services Description) with the addition of several key parameters defined in Ofcom paper "4G Coverage Obligation Notice of Compliance Verification Methodology: LTE", 12 November 2012 (or equivalent for the technology and frequency deployed);
Information	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
Initial Cost Proposal	has the meaning given to it in Paragraph 2.7.3 of Part 2 of Schedule 7.1;
Initial Impact Assessment	has the meaning given in Paragraph 8.3.1 of Schedule 8.2 (Change Control Procedure);
Initial Incident	the initial response to the Authority by the Supplier setting out the details of any Service Incident, results of the Supplier's preliminary investigations as to the cause of the Service Incident and action and time frames proposed by the Supplier to achieve Resolution of the Service Incident in accordance with Part C Paragraph 13.8 of Schedule 2.2 (Performance Levels);
Initial Incident Investigation Conclusion	the initial response to the Authority by the Supplier setting out the details of any Service Incident, results of the Supplier's preliminary investigations as to the cause of the Service Incident and action and time frames proposed by the Supplier to achieve Resolution of the Service Incident in accordance with Part C Paragraph 12.8 of Schedule 2.2 (Performance Levels);
Initial Incident Investigation Conclusion Time	has the meaning given to that term in Paragraph 12.9 of Schedule 2.2 (Performance Levels);
Initial Review	has the meaning given to that term in Paragraph 4.2 of Schedule 8.2 (Change Control Procedure);
Initial Term	means a period of 7 years and 3 months from and including the Effective Date;
Insolvency Event	<p>(a) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) the other Party commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or</p>

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Defined Term	Definition
	<p>enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;</p> <p>(c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;</p> <p>(d) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days;</p> <p>(e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where the other Party is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the other Party;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
Integrated ESN Implementation Plan	the Level 3 Plan;
Integrated Milestones	the Milestones identified in the table in Annex 1A Part A in Schedule 6.1 as integrated milestones (as well as any additional Milestones identified as integrated milestones in a Change Authorisation Note agreed as part of the Re-baselining Process) being the Milestones necessary to identify activities between the US Supplier and the Supplier to generate the Outline Implementation Plan;

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Defined Term	Definition
Integrated Milestone Cost Recovery Payment	as defined in Paragraph 2.4 of Part 2 of Schedule 7.1 (Charges and Invoicing);
Integration Delay Contingency Period	has the meaning given to it in Paragraph 2.3.1 of Part 2 of Schedule 7.1;
Integration Management Plan	shall have the meaning given to that term in Paragraph 6.2.1 of Schedule 2.1 (Services Description);
Integration Test	a Test Event to ensure that the interfaces between each ESN Supplier Solution and between the ESN Tested Services, User Organisations and non-ESN Suppliers operate in accordance with the specified Interface Control Documents;
Integrity	maintaining and assuring the accuracy and consistency of information;
Intellectual Property Rights or IPRs	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
Inter PLMN User Plane Security (IPUPS)	Inter PLMN User Plane Security (IPUPS) functionality as defined in 3GPP.
Interface Control Document or ICD	the document that describes the interface or interfaces between systems;
Internal Use	means use by the Supplier on the Supplier's internal communications and other material and media used for internal purposes relating to Supplier's role as an authorised provider to the ESMCP, and excluding any use on materials accessible to the public or to any organisation not contracted by Supplier to deliver services to Supplier relating to ESMCP;
Intervention Cause	has the meaning given in Clause 28.1 (Remedial Adviser);
Intervention Notice	has the meaning given in Clause 28.1 (Remedial Adviser);

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Defined Term	Definition
Intervention Period	has the meaning given in Clause 28.2(c) (Remedial Adviser);
Intervention Trigger Event	<p>(a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event;</p> <p>(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;</p> <p>(c) the Supplier accruing in any period of 3 months an aggregate number of Service Points which is [REDACTED] of the Service Points required to constitute a "Critical Performance Failure";</p> <p>(d) the Supplier accruing Service Credits which meet or exceed [REDACTED] of the Service Credit Cap; and/or</p> <p>(e) the Supplier not Achieving a Key Milestone within [REDACTED] days of its relevant Milestone Date;</p>
Interworking Traffic	Traffic arising from interworking between Airwave and ESN;
IP	Internet Protocol;
IPRs Claim	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Agreement or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Agreement;
IPSec	Internet Protocol Security — a protocol suite for securing IP communication;
ISMS	the information security management system and processes developed by the Supplier in accordance with Paragraph 3 of Schedule 2.4 (Security Management) as updated from time to time in accordance with Schedule 2.4 (Security Management);
IT	information and communications technology;
IT Environment	the Authority System and the Supplier System;
ITIL	the Information Technology Infrastructure Library practices for IT service management 2011 version as owned by HM Government;
Joint Brand Guidelines	means any co-branding specific to (i) ESN; together with (ii) EEL and/or BT Plc, which is agreed between the Parties from time to time and which is additional to the requirements set out in the Brand Guidelines;

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Defined Term	Definition
Joint Controllers	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
JOTS	Joint-Operators Technical Specification;
Key Integrated Milestones	Integrated Milestones identified in the table of Annex 1A in Schedule 6.1 as key milestones;
Key Milestone	means the Milestones identified in the Outline Implementation Plan as key milestones; (There is also a definition for 'Key Milestone' in Part A of Annex 1B of Schedule 6.1 (Implementation Plan), however that definition is for the purposes of that Part A of Annex 1B only and is not to be used elsewhere in this Agreement.)
Key Milestone Date	for the purposes of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) only, as defined in Paragraph 1.1 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
Key Milestone Site	for the purposes of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) only, as defined in Paragraph 1.1 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
Key Performance Indicator or KPI	those performance indicators described in Part C of Schedule 2.2 (Performance Levels) as key performance indicators or KPIs;
Key Personnel	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (Key Personnel) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 14.5 and 14.6 (Key Personnel);
Key Roles	a role described as a Key Role in Schedule 9.2 (Key Personnel) and any additional roles added from time to time in accordance with Clause 14.4 (Key Personnel);
Key Sub-contract	each Sub-contract with a Key Sub-contractor;
Key Sub-contractor	any Sub-contractor: (a) which in the opinion of the Authority, (following relevant notice from the Supplier in accordance with Paragraph 1.1 of Schedule 4.3 (Sub-Contractors) where applicable) performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Sub-contract under which Services attributable to the delivery of ESN Services in aggregate have a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Agreement (as set out in the Financial Model);
Know-How	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party's possession before this Agreement;

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Defined Term	Definition
Knowledge Management Strategy	a document in which the Supplier's strategy for knowledge management is defined;
Known Error Database or KEDB	a database of problems with documented root causes and workarounds;
KPI Failure	a failure to meet the Minimum Service Threshold in respect of a Key Performance Indicator;
KPI Service Threshold	in respect of a KPI shall be as set out against the relevant Key Performance Indicator in Paragraph 20 of Schedule 2.2 (Performance Levels);
KPI Service Threshold Failure	means a KPI Failure where the Supplier's level of performance breaches the applicable KPI Service Threshold for such KPI as denoted in Paragraph 20 of Schedule 2.2 under the description "KPI Service Threshold" save that the term excludes Minor KPI Failures, Serious KPI Failures and Severe KPI Failures;
Late Notice Operational Change	a type of Unplanned Operational Change as categorised and defined in Paragraph 8.6.1 of Schedule 8.2 (Change Control Procedure);
Law	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, directly effective enforceable right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, mandatory regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
Law Enforcement Purposes	means as it is defined in the DPA 2018;
LCIA	means the London Court of International Arbitration;
Level 1 Plan	a plan of that name used for the purposes set out in Paragraph 3.1 of Schedule 6.1 (Implementation Plan), the baseline version of which to be confirmed as set out in Paragraph 4 of Schedule 6.1 (Implementation Plan), and then inserted into Annex 1D of Schedule 6.1 (Implementation Plan), and as may be amended from time to time in accordance with Paragraph 5 of Schedule 6.1;
Level 2 Plan	a plan of that name used for the purposes set out in Paragraph 3.2 of Schedule 6.1 (Implementation Plan), the baseline version of which to be confirmed as set out in Paragraph 4 of Schedule 6.1 (Implementation Plan), and then inserted into Annex 1E of Schedule 6.1 (Implementation Plan), and as may be amended from time to time in accordance with Paragraph 6 of Schedule 6.1 (Implementation Plan);
Level 3 Plan	a plan of that name used for the purposes set out in Paragraph 3.3 of Schedule 6.1 (Implementation Plan), the baseline version of which to be confirmed as set out in Paragraph 4 of Schedule 6.1 (Implementation Plan), and then inserted into

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Defined Term	Definition
	Annex 1F of Schedule 6.1 (Implementation Plan), and as may be amended from time to time in accordance with Paragraph 7 of Schedule 6.1 (Implementation Plan);
Level 4 Plan	a plan of that name which is compliant with paragraphs 3.4 and 8 of Schedule 6.1 (Implementation Plan) (and the other provisions of Schedule 6.1 (Implementation Plan) that relate to the Level 4 Plan), and agreed as set out in Paragraph 8 of Schedule 6.1 (Implementation Plan);
Licensed Software	all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Agreement, including any Supplier Software, Third Party Software and/or any Specially Written Software;
List Price Standard Contract Change	a Standard Contract Change other than Non-Costed Standard Contract Changes that requires the Supplier to change the Configuration of the Services from the current Configuration Baseline agreed by the Parties (for example, for Software, to deploy standardly available software that provides additional functionality) and where such type of Contract Change is listed in the Supplier's Standard Contract Change List. Such List Price Standard Contract Changes are to be charged at the rates set out in the Supplier's Standard Contract Change List.;
Live Verification Testing	means a Test Stage executed to verify a non-production deployment into a production environment prior to any User Acceptance Testing, Operational Acceptance Testing, Performance Testing and/or Service Acceptance Testing;
Locally Contracted Suppliers	(a) User Device suppliers; (b) vehicle installers; (c) control room upgrade suppliers; and (d) additional transition support suppliers.
Long Term Evolution or LTE	mobile communications systems defined in the 3GPP standards with the titles of Long Term Evolution (LTE) and Long Term Evolution Advanced (LTE - Advanced);
Losses	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
Low Risk	the risk category calculated according to the Risk Matrix;
M2E	means mouth to ear;
Macro Site	shall mean any Site with Base Station equipment;
Maintenance Plan	a strategic Documentary Deliverable setting out how the Supplier shall fulfil its maintenance obligations, including how it will maintain the sites forming the

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Defined Term	Definition
	Extended Area Service, and describes the preventative maintenance tasks required together with the expected calibrations such as their frequency;
Maintenance Schedule	shall have the meaning set out in Clause 9.4 (Maintenance);
Major Operational Trial	a Trial forming part of the Service Acceptance Test to demonstrate the ability of the ESN Tested Services to operate in accordance with requirements set out in Schedules 2.1 and 2.2 and are able to support the business processes of User Organisations during periods of high demands on the ESN Services, as further specified in Schedule 6.2, Annex 2;
Major Release	shall have the meaning given in Paragraph 15.4 of Schedule 6.1 (Implementation Plan);
Major Road	shall mean any motorway, A road or B road as defined in the OSOR® database and updated annually by the Ordnance Survey, to reflect newly constructed and newly classified infrastructure;
Major Service Incident	a Service Incident of high priority or impact that requires resolution using the Major Service Incident process;
Major Service Incident Manager	the designated role with responsibility for the management and resolution of a Major Service Incident;
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
Management Information	the management information specified in Schedule 2.2 (Performance Levels) and Schedule 4.1 (Supplier Solution) to be provided by the Supplier;
Marine Coverage	The geographical area within Territorial Waters where Marine Vessel-Mounted User Devices equivalent to the reference characteristics detailed in Annex G — User Device Reference Characteristics of Schedule 2.1 (Services Description) can access the Mobile Communications Services at the Minimum Data Rates, detailed in Annex F — Minimum Data Rates of Schedule 2.1 (Services Description);
Material Change	<p>a Change which:</p> <p>(a) materially changes the profile of the Charges; or</p> <p>(b) varies the total Charges payable (excluding VAT) during the Term (as forecast in the latest Financial Model),</p> <p>by:</p> <p>(i) [REDACTED]</p> <p>(ii) [REDACTED]</p>

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Defined Term	Definition
Material KPI Failure	(a) a Serious KPI Failure; (b) a Severe KPI Failure; or (c) a KPI Service Threshold Failure;
Material PI Failure or Material SPI Failure	a failure by the Supplier to meet the Minimum Service Threshold in respect of [REDACTED] or more of the Subsidiary Performance Indicators that are measured in that Service Period;
Material Test Issue	a Test Issue of Severity Level 1 or Severity Level 2;
Maximum Permitted Supplier Cash Margin Percentage	the Anticipated Contract Life Supplier Cash Margin Percentage [REDACTED];
MCPTT or Mission Critical Push-to-Talk	shall be as defined in the 3GPP;
MCS or Mission Critical Services or MCX	means the mission critical services comprising of: (a) Mission Critical Push-To-Talk; (b) Mission Critical Video; (c) Mission Critical Data; and the term may be used to refer to any singular mission-critical service or combination of the above as relevant;
MDT or Minimisation of Drive Tests	shall mean a 3GPP standard feature for gathering crowd sourced coverage data. In the context of this Agreement, MDT is limited to Other Customers with compatible devices;
Mean Opinion Score or MoS	Mean Opinion Score based on ITU-T Recommendation P.863: Perceptual objective listening quality assessment;
Mediation Notice	has the meaning given in Paragraph 3.3 of Schedule 8.3 (Dispute Resolution Procedure);
Mediator	the independent third party appointed in accordance with Paragraph 4.2 of Schedule 8.3 (Dispute Resolution Procedure) to mediate a Dispute;
Metadata and Version Control Standards	information tags required by the Authority to describe the content, context and structural aspects of a document or data;

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Defined Term	Definition
Methodology	the agreed written process for testing whether Coverage provided by the Supplier meets the Authority Requirements for Coverage set out in Paragraphs 3 and 4 of Schedule 2.1 (Services Description) and which is as agreed by the Parties in writing in accordance with Schedule 6.3 (Coverage Benchmarking and Validation Process) and " Methodologies " shall be construed accordingly;
Metro Site	means a core network site within the MS Supplier's core network (21CN) providing connectivity for the broadband traffic and ethernet circuits;
Mid Transition Service Status Report	the Mid Transition Service Status Report as described in Paragraph 13.4 in Schedule 6.1 (Implementation Plan);
Migrate	the point at which a User Organisation [REDACTED] which for the avoidance of doubt excludes such connections being taken and used for testing or trial purposes and " Migration ", " Migrated ", " Migrates " and " Migrating " shall be construed accordingly;
Migration Date	the date on which a User Organisation is due to Migrate in accordance with the Deployment Plan;
Milestone	an event listed in the Implementation Plan as a "Milestone" as updated from time to time in accordance with the Change Control Procedure and which, if applicable, shall be completed by the relevant Milestone Date;
Milestone Achievement Certificate	the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 1 of Schedule 6.2 (Testing Procedures);
Milestone Criteria Document Or MCD	means the documents prepared in accordance with Paragraph 15.1 of Schedule 6.1;
Milestone Date	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
Milestone Definition Document	a document of this name used for the purposes of determining the criteria for Achievement of a Milestone;
Milestone Owner	the ESN Supplier identified in the Milestone Criteria Document as responsible to Achieve the relevant Milestone;
Milestone Payment	a payment identified in Schedule 7.1 (Charges and Invoicing) to be made following the issue of a Milestone Achievement Certificate or a Handover Pack (as relevant and as specified in Schedule 6.1);

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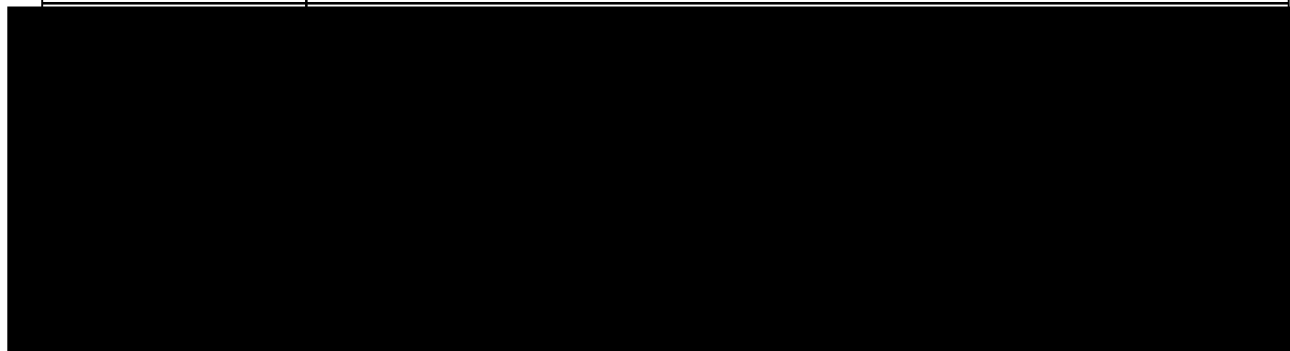
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Defined Term	Definition
Minimum Data Rates	the minimum required uplink and downlink data rates required to be achieved at all times in the deployed network when accessing the Mobile Communications Services, set out in Annex F — Minimum Data Rates of Schedule 2.1 (Services Description);
Minimum Revenue Guarantee Tariff Payment	the amounts specified in the column titled 'Minimum Revenue Guarantee Tariff Payment' in the table in Annex 1 of Schedule 7.2;
Minimum Service Threshold	in respect of the applicable Service, the minimum level of performance which is required by the Authority, as set out against the relevant Performance Indicator in Part C of Schedule 2.2 (Performance Levels);
Minor KPI Failure	shall be as set out against the relevant Key Performance Indicator in Part C of Schedule 2.2 (Performance Levels);
Minor Release	shall have the meaning given to it in Paragraph 15.6 of Schedule 6.1 (Implementation Plan);
Minor Road	shall mean any road defined as 'minor' in the OSOR® database and updated annually by the Ordnance Survey, to reflect newly constructed and newly classified infrastructure;
Mission Critical Data	shall be as defined in the 3GPP
Mission Critical Voice	shall be as defined in the 3GPP;
MMS	multimedia messaging service;



Mobile Base Station	Base Stations that are readily transportable as defined in Paragraph 3.12 of Schedule 2.1 (Services Description);
Mobile Broadband Network Limited or MBNL	Mobile Broadband Network Limited, a company registered in England and Wales under company number 06375220;

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Defined Term	Definition
Mobile Communications Service(s)	all services as defined in Paragraph 5 of Schedule 2.1 (Services Description) that also satisfy appropriate regulatory requirements that are under the reasonable control of the Supplier, recognising that the ESN is a private network and some elements of the Supplier's services use US Supplier functions;
Mobile Core Network	means the core network as defined in 3GPP.
Mobile Network	the mobile communications network to be supplied by the Supplier as part of the Supplier Solution;
Mobile Network Bearer (or Bearer)	an information transmission path characterised by type based on defined capacity, delay and bit error rate, etc, as defined in 3GPP enabling Traffic between the User Device and the Mobile Network Gateway with associated Bearer Type;
Mobile Network Gateway	the platform in the US Supplier Solution that terminates Bearer from the Supplier Solution, designed in accordance with Paragraph 6.3.9 of Schedule 2.1 (Services Description), implementing the 3GPP Packet Data Network Gateway (PGW) and 3GPP User Plane Function (UPF) function;

Mobile Network Radio Interface	the radio-based interface provided by the MS Supplier and through which Users access the Mobile Communications Services. For the avoidance of doubt, this interface incorporates all relevant layers of the radio interface specifications.
Mobile Number Portability (MNP)	enables Users to retain a mobile telephone number when changing from another [REDACTED]
Mobile Subscriber Server	[REDACTED]
Mobilisation / Authority Trials Verification Complete or Mobilisation	the Phase in the period commencing on the Effective Date and concluding on the date of Achievement of the Milestone Mobilisation Complete [REDACTED] as set out in Annex 1A to Schedule 6.1;
Mobilisation Complete	Achievement of Integrated Milestone number 10 [REDACTED] as set out in the Outline Implementation Plan in accordance with the requirements of this Agreement;
Mobilisation Completion / Authority Trials	the actual date of Achievement of Mobilisation Complete [REDACTED] such milestone as set out in Annex 1A to Schedule 6.1;

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Defined Term	Definition
Verification Complete Date or Mobilisation Completion Date	
Mobilisation Milestones	the Milestones identified in the Outline Implementation Plan as 'mobilisation milestones' (as well as any additional Milestones identified as 'mobilisation milestones' in a Change Authorisation Note agreed as part of the Re-baselining Process);
Modern Slavery Helpline	the modern slavery helpline 0800 0121 700 or available online at https://www.modernslavery.gov.uk/start as updated or superseded from time to time;
Modern Slavery Statement	has the meaning set out at Clause 34.10(h);
month	a calendar month and " monthly " shall be interpreted accordingly;
Monthly Tolerance Outcome	as defined in Paragraph 15.15.2 of Part 1 of Schedule 7.1 (Charges and Invoicing);
Motorola	Motorola Solutions UK Limited a company registered in England and Wales under company number 00912182 whose registered office is at Nova South, 160 Victoria Street, London, SE1E 5LB;
MSA General Liability Cap	means, in respect of the relevant Contract Year, a figure equal to the relevant financial limit on the Supplier's liability as set out in Clause 24.4(c) (as adjusted in the event of termination for abandonment, wilful default, wilful breach of a fundamental term or wilful repudiatory breach);
MS Backhaul Network	a transmission network provided and operated by the Supplier to carry data between Supplier radio sites and connects Supplier radio sites to the Supplier's Mobile Core Network;
MS ESN Supplier Radio Equipment	the radio equipment required to provide the Mobile Communication Service at an ESN Specific Site;
MS Network	the network provided by the Supplier;
MS Supplier	the Supplier;
MS Supplier Production System	the MS Supplier's components of the Emergency Services Network excluding the MS Supplier Reference System;
MS Supplier Radio Equipment	the radio equipment required to provide the Mobile Communication Service in the Extended Area;

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Defined Term	Definition
MS Supplier EAS Radio Equipment Specification	the specification of EAS radio equipment as set out in Paragraph 4.1 of Schedule 2.1 (Services Description);
MS Supplier Reference System	system provided by the Supplier that is representative of the Supplier Solution;
MS Supplier Special Coverage Locations	A list of locations where specific Coverage requirements apply, as detailed in Annex E — MS Supplier Special Coverage Locations, as updated from time to time in accordance with the Change Control Procedure;
MSISDN	Mobile Subscriber ISDN Number as defined in 3GPP;
Multicast Entity	systems within the Supplier Solution that support 3GPP defined Multicast & broadcast capabilities;
Multi Operator Core Network or MOCN	multi operator core network as defined within the 3GPP,
Multi-Party Dispute	a dispute which involves the Parties and one or more Related Third Parties;
Multi-Party Dispute Representatives	has the meaning given in Paragraph 8.6 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Board	has the meaning given in Paragraph 8.6 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Procedure	has the meaning given in Paragraph 8.1 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Procedure Initiation Notice	has the meaning given in Paragraph 8.2 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Supplier Governance Boards	the Boards set out in Paragraph 7 of Schedule 8.1 (Governance) with the Terms of Reference and representation for each Multi-Supplier Governance Board set out in Annexes 2 and 4 of Schedule 8.1 (Governance) respectively;
National Shutdown Date	the date on which the public safety radio communications services provided to the Authority (and others) by or on behalf of Airwave Solutions Limited cease [REDACTED]
National Transition	shall have the meaning given in Paragraph 16.1 of Schedule 6.1 (Implementation Plan);

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Defined Term	Definition
New Agreement Records	the information which the Supplier must retain in accordance with Schedule 8.4 (Records Provisions) of this Agreement;
New Build Date	for the purposes of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) only, as defined in Paragraph 2.2 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
New Product Introduction or NPI	means the Supplier's process conducted for product(s) evaluated against defined requirement(s) so that such products are able to be made available to Other Customers;
New Sub-Processor	has the meaning given in Clause 22.12;
New Site	shall mean the list of Sites set out in Annex 4 of Schedule 6.1 (Implementation Plan);
NHS Specific Change in Law	any Change in Law which solely affects or solely relates to any or all of the National Programme for IT, the Authority, the Authority service recipients and the Services, but excluding any Change in Law that would have been reasonably foreseeable at the Effective Date by an experienced contractor performing services similar to the relevant Services on the basis of draft bills published in Government, green or white papers or other Government departmental consultation papers, bills, draft statutory instruments or draft instruments or proposals published in the Official Journal of the European Communities, in each case published prior to the Effective Date;
Non-Costed Standard Contract Change	a type of Standard Contract Change that requires the Supplier to change the Services (for example, to deploy resource additional to the Service Resource Baseline to undertake responsibilities outside the original scope of the Services) save that the term shall exclude any Bespoke Contract Change or List Price Standard Contract Change. Such Non-Costed Standard Contract Changes are to be charged at rates to be agreed by the Parties in accordance with Schedule 8.2;
Non-Critical Service Bearers	[REDACTED] that are expected to be used by Users but carrying non-critical communications, as set out in Annex H— Bearer and Connection Types specification of Schedule 2.1 (Services Description);
Non-Failure Delay	means an Integrated Milestone is not Achieved on or before its associated Milestone Date, and the Supplier has either: (a) performed and satisfactorily completed all its activities in relation to such Integrated Milestone on or before its associated Milestone Date; or (b) not performed and satisfactorily completed all its activities in relation to such Integrated Milestone and can demonstrate to the satisfaction of the Authority (acting reasonably) that such failure to achieve such Milestone on-time would not have occurred but for an Authority Cause;
Non-permanent Coverage Enhancements	have the meaning set out in Paragraph 12.4 and 12.5 of Schedule 2.1 (Services Description);

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Defined Term	Definition
Non-Services Affecting Operational Change Requests	has the meaning given to that term in Paragraph 8.5.1(b) of Schedule 8.2 (Change Control Procedure);
Non-transferable Assets	those of the Assets (if any) listed in Annex 2 of Schedule 8.5 (Exit Management) as Non-transferable Assets and any Assets identified in the Exit Plan as a Non-transferable Assets;
Non-trivial Customer Base	a significant customer base with respect to the date of first release and the relevant established market but excluding Affiliates and other entities related to the licensor;

Notifiable Default	shall have the meaning given in Clause 26.1 (Rectification Plan Process);
NTQ	Notice To Quit used in telecommunication to indicate that a radiating site could be subject to being de-commissioned;
Object Code	software and/or data in machine-readable, compiled object code form;
Occasion of Tax Non- Compliance	<p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</p> <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>

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Defined Term	Definition
OLA2	has the meaning set out in Recital I of the Agreement;
Ongoing General Claim Value	has the meaning given to it in Clause 24A.4.2
Out of Bundle or OOB	as defined in Paragraph 15.5 of Part 1 of Schedule 7.1 (Charges and Invoicing);
Open Book Data	<p>complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> (a) the Supplier's costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; (b) operating expenditure relating to the provision of the Services including an analysis showing: <ul style="list-style-type: none"> (i) the unit costs and quantity of consumables and bought-in services; (ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; (iii) a list of costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's margin; and (iv) [REDACTED]

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Defined Term	Definition
	<p>(c) Overheads;</p> <p>(d) Any Group or Related Party Supply, including financing;</p> <p>(e) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;</p> <p>(f) the Supplier accounting profit and Supplier Cash Margin achieved over the Term and on an annual basis;</p> <p>(g) confirmation that all methods of cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>(h) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and</p> <p>(i) the actual costs profile for each Service Period;</p>
Openreach	Openreach Limited, a company registered in England and Wales under company number 10690039;
Open Source Software	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPRs in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
Open Standards	a publicly available standard commonly adopted by and developed, approved and maintained via collaborative and consensus driven process. The adoption of Open Standards by the Supplier Solution is intended to facilitate interoperability and data exchange among different products or services delivered by ESN Suppliers;
Operating Environment	the Authority System and the Sites;
Operational Acceptance Test or OAT	a Test Stage to validate and assure the operational readiness of an ESN Product to ensure that the ESN Product can be successfully deployed into, managed and supported in the live environment and operated day-to-day as well as being supportable and maintainable and meeting the required service levels;
Operational Change	a Change which will not materially affect this Agreement and that is to be deployed as part of day to day operations, maintenance or upgrade activities (including, for example, without limitation, a security patch, software or hardware update, configuration update or routine site build activity), including Standard Operational Changes and/or Emergency Operational Changes, and such Change may be categorised into one of two categories, being either a Planned Operational Change or Unplanned Operational Change;
Operational Change Advisory Board	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.9.1 of Annex 2 of Schedule 8.1 (Governance)"
Operational Change	the operational change management policy agreed under the Terminated Agreement with document identifier

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Defined Term	Definition
Management Policy	which shall be submitted by the Supplier, as a Documentary Deliverable, in accordance with Paragraph 10 of Schedule 2.1;
Operational Change Request	a Change Request for an Operational Change;
Operational Change Waiver	a right of the Authority to require the Supplier to reschedule an Operational Change in response to a request made by the Authority within no less than 14 days of the scheduled date of the Operational Change or suspend, or cancel and reverse an Operational Change in progress;
Operational Data	Data on the operation of the service as set out in Annex D — Data Capture and Reporting Specification of Schedule 2.1 (Services Description);
Operational Duties	duties that involve day-to-day business-as-usual operations for User Organisations such as event planning, emergency response, supervision and dispatch;
Operational Hours	means 24 hours a day every day without interruption;
Operational Impact Assessment	the assessment of the impact of Operational Changes on the Services and on the capability of any of the Emergency Services to be undertaken pursuant to Paragraph 8.5 of Schedule 8.2 (Change Control Procedure);
Operational Service Commencement Date	(a) in relation to an Operational Service, the later of the date identified in the Operational Services Implementation Plan upon which the Operational Service is to commence; or (b) in the case of an ESN Product, the exit of the ESN Product from Gate 6 of the Release Management Process;
Operational Service Reporting	reports compiled from Event Logs and Operational Data from the ESN Suppliers that contain the information set out in Annex D — Data Capture and Reporting Specification of Schedule 2.1 (Services Description);
Operational Services	the operational services described as such in the Services Description;
Operational Trial of Unplanned Events	a Trial forming part of the Service Acceptance Test to demonstrate the ability of the ESN Tested Services to operate in the event of an unplanned need for incremental Coverage or capacity in accordance with requirements set out in set out in Schedules 2.1 and 2.2 and are able to support the business processes of User Organisations when responding to unplanned operational demands, as further specified in Paragraph 3 of Annex 2 of Schedule 6.2;
Operationally Acceptable Coverage	shall mean the ability of Users' communications equipment to send and receive Mission Critical Services, as required to fulfil their statutory duties where Coverage is available;

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Defined Term	Definition
Optimisation	means the Supplier process of adjusting the MS Network to improve Coverage by deploying revised pans or tilts to antennae or changing power or other technical configuration settings;
Optional Services	the services described as such in Schedule 2.1 (Services Description) or the Optional Services Catalogue, which are to be provided by the Supplier if requested by a User Organisation or the Authority (as the case may be);
Optional Services Catalogue	the catalogue describing the coverage solutions and any other products or services that are available to procure from the Supplier by the Authority and/or User Organisations;
Ordinary Exit	any termination of this Agreement which occurs: (a) pursuant to Clause 32 (Termination Rights) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or (b) as a result of the expiry of the Term;
Original Guarantee	has the meaning set out in Recital H of the Agreement;
OS or Ordnance Survey	means the Ordnance Survey, being the national mapping agency for Great Britain;
OSOR® (Ordnance Survey Open Roads)	shall mean the map set produced by the Ordnance Survey;
Other Customers	the customers of the Supplier's commercial network;
Other ESN Suppliers	means: (a) the Delivery Partner; (b) the US Supplier; (c) the ES Supplier; and (d) the ACS Supplier; together with, for the purposes of Schedule 3, suppliers of User Devices;
Other Roads	shall mean any local road, local access road, restricted local access road, secondary access road as defined in the OSOR® database and updated annually by the Ordnance Survey to reflect newly constructed and newly classified infrastructure;
Other Supplier	any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;

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Defined Term	Definition
Outdoor Handheld Coverage	has the same meaning as Handheld Coverage;
Outdoor Macro Site	any Macro Site located outdoors that provides, or is required to provide, Coverage (being those listed as 'outdoor' in the Quarterly Coverage Report ED99);
Outline Implementation Plan	the outline implementation plan in Annex 1A of Schedule 6.1 (Implementation Plan);
Outline Implementation Plan Components	each of the Milestones, Milestone Dates, Phases, Milestone Owners, Key Milestones, Payment Milestones, Deliverables, Duration, Authority Responsibilities, links to other Key Milestones and Payment Milestones which are set out in the Outline Implementation Plan;
Overhead	those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Allowable Costs";
Packet Gateway	the P Gateway function as defined in 3GPP
Paid General Claim Value	has the meaning given to it in Clause 24A.4.1;
Parliament	as the context requires, any or all of the UK Parliament, the Scottish Parliament, and the Welsh Parliament;
Partial Integrated Milestone Payment	has the meaning given to it in Paragraph 2.6 of Part 2 of Schedule 7.1;
Partial Termination	the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clause 32.2(b) (Termination by the Authority) or 32.3(b) (Termination by the Supplier);
Participant	means the participant role in which an organisation can sign the EU Code of Conduct (as defined in Paragraph 11.4 of Schedule 2.3) on data centre energy efficiency;
Parties and Party	have the meanings respectively given on page 1 of this Agreement;
PAS or Probability of Access to Service	means the likelihood of access to the Supplier Solution, via the Bearer, and expressed as a percentage;

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Defined Term	Definition
Payment Milestone	a Milestone, the Achievement of which triggers payment of the applicable Milestone Payment to the Supplier, such Milestones identified in Annex 1A Part A of Schedule 6.1 as payment milestones;
PDD or Product Definition Document	in respect of the relevant ESN Product, the relevant product definition document as agreed as referred to in Paragraph 15.2 and 15.2A of Schedule 6.1 (Implementation Plan), and such document shall detail (amongst other things) the business features of the relevant ESN Product which may be updated from time to time in accordance with Paragraph 15.2A of Schedule 6.1 (Implementation Plan);
Performance Failure	a KPI Failure or a PI Failure;
Performance Indicators	the Key Performance Indicators and the Subsidiary Performance Indicators;
Performance Monitoring Reports	has the meaning given in Paragraph 9.1 of Part B of Schedule 2.2 (Performance Levels);
Performance Review Meeting	has the meaning given in Paragraph 9.2.1 of Part B of Schedule 2.2 (Performance Levels);
Performance Test	a Test Event to ensure that the ESN Services operate in accordance with the performance and Coverage requirements set out in Schedules 2.1 and 2.2;
Permanent Coverage Enhancement	a service to provide a permanent improvement to the Coverage as set out in Paragraph 12.2 and 12.3 of Schedule 2.1 (Service Description);
Permitted Maintenance	shall have the meaning set out in Clause 9.4 (Maintenance);
	
Personal Data	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
Personal Data Breach	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
Phase	means, as the context requires, one of the two phases of Implementation (being Mobilisation and Transition);
PI Failure or SPI Failure	a failure to meet the Minimum Service Threshold in respect of a Subsidiary Performance Indicator;

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Defined Term	Definition
Pilot Test	a Test Event to ensure that the ESN Tested Services are able to support the business processes for each individual User Organisation, as further specified in Schedule 6.2, Annex 2;
PIN	personal identification number;
Planned Events	Events purposely planned and managed by the Emergency Services (including, without limitation the yearly Notting Hill Carnival);
Planned Operational Change	a type of Operational Change for which 14 calendar days' or more notice is provided pursuant to Paragraph 8.10.7 of Schedule 2.1 (Services Description);
PLMN	public land mobile network;
Points of Interface or POI	the physical location that identifies the demarcation between two networks or systems;
Policy Control Function	as defined in 3GPP;
Policy Control Server	a control server which defines the policy profiles for US bound or Supplier bound Bearers, implementing the 3GPP Policy Control & Rules Function (PCRF) and Policy Control Function (PCF);
Polygon	a separate Extended Area;
Pool	shall have the meaning given to the term in Paragraph 3.12.1 of Schedule 2.1 (Services Description);
Population Coverage	has the reference to an OFCOM obligation that is a predictive view of indoor Coverage for where people live in Great Britain;
Post Implementation Review	has the meaning given to that term in Paragraph 11 of Schedule 8.2 (Change Control Procedure);
Power Resilience Radio Plan	means the plan that identifies the Sites required for power resilience;
Preceding Services	has the meaning given to that term in Clause 5.3(b)(i);
Pre-emption	the ability for a communication to be established by forcibly ending an existing communication of lower priority;
	

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Defined Term	Definition
	[REDACTED]
	[REDACTED]
	[REDACTED]
Prescribed Person	a legal adviser, an MP, or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies , as updated from time to time;
Price	monetary value used to calculate Charges and which are either: (a) the amount set out for a period; or (b) a monetary value per unit which is to be multiplied with Service usage;
Primary Area	the area defined as the "Primary Area" on the Supplier Area Map in Annex C of Schedule 2.1 (Services Description) and the [REDACTED], provided to the Supplier by the Authority;
Process	has the meaning given to it in the UK GDPR or EU GDPR as the context requires and " Processed " and " Processing " shall be construed accordingly;
Processor	has meaning given in the UK GDPR or the EU GDPR as the context requires;
Procurement Policy Note or PPN	means the guidance documents issued by the UK and devolved governments from time to time advising public bodies on public sector procurement best practice to be complied with by in-scope organisations including the Authority;
Programme	the ESMCP;
Programme Board	means an Authority and User only board which provides senior oversight and governance for the Programme;
Programme Director	the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 3.1 of Schedule 8.1 (Governance);
Programme Operations Board	means an Authority only level 1 board providing senior oversight
Progress Report	shall have the meaning given in Paragraph 13.1 of Schedule 6.1 (Implementation Plan);

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Defined Term	Definition
Prohibited Act	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;</p> <p>(c) an offence:</p> <p>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);</p> <p>(ii) under legislation or common law concerning fraudulent acts; or</p> <p>(iii) defrauding, attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or</p> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
Projects Review Board	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.3 of Annex 2 of Schedule 8.1 (Governance) and with the representation set out in Paragraph 11.3 of Annex 4 of Schedule 8.1 (Governance);
Project Specific IPRs	<p>(a) Intellectual Property Rights in items created by the Supplier (Supplier in this definition means: (i) EEL; (ii) BT Plc; or (iii) EEL and BT Plc jointly) (or by a third party on behalf of the Supplier) specifically for the purposes of this Agreement and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Agreement;</p> <p>but shall not include the Supplier Background I-PRs or the Specially Written Software;</p>
Projected Change Resource Utilisation	shall have the meaning given to that term in Paragraph 3.2.3(a) of Schedule 8.2 (Change Control Procedure);
Protective Measures	means, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, appropriate technical and organisational measures designed to ensure

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Defined Term	Definition
	compliance with obligations of the Parties arising under Data Protection Legislation which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by it, including those outlined in Schedule 2.4 (Security Management);
Protectively Marked	shall have the same meaning as set out in the Security Policy Framework;
ProSe	means proximity-based services as defined in 3GPP standards;
PSMA Contractor Licence Agreement or PSMA Licence	the license, signed by the Supplier and its Sub-contractors, allowing them to use the mapping and geographic information covered by the Public Sector Mapping Agreement or One Scotland Mapping Agreement (as defined in Paragraph 9.5.2 of Schedule 2.1) for the purposes of fulfilling their public sector contract (i.e. this Agreement);
Public Safety Communications Service or PSCS	the suite of critical communication services including but not limited to One-to-One, Communication Groups, critical messaging (e.g. despatch) and data that are within the US Supplier Solution;
Public Sector Mapping Agreement Or PSMA	an agreement between the Department for Business, Innovation and Skills and Ordnance Survey which gives public sector organisations in England and Wales access to key Ordnance Survey geographic information (GI) and mapping products;
Public Switched Telephone Network or PSTN	a circuit-switched telecommunications network publicly accessible by telephones, key telephone systems, private branch exchange trunks, and data arrangements;
Publishable Performance Information	means any of the information in the Supplier Performance Transparency Report as it relates to a Performance Indicator where it is expressed as publishable in Paragraphs 9.9 – 9.13 of Part B of Schedule 2.2 (Performance Levels) which shall not constitute Commercially Sensitive Information;
QCI	QoS (Quality of Service) Class Identifier as defined by 3GPP;
Quality of Service or QoS	the set of parameters that define the characteristics of the transport needed for the User traffic from source to destination. This includes classification and marking of traffic, prioritisation of traffic type against other traffic, delay tolerance, tolerance to packet loss and guaranteed bandwidth requirements. It also includes prioritisation of the User against other users and pre-emption rights. In defining the required Bearers, QoS parameters have been grouped into Bearer Types;

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Defined Term	Definition
Quality Plans	has the meaning given in Clause 6.1 (Quality Plans);
Quarter	the first three months commencing on the first day of the first Service Period and each subsequent three month periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement);
Quarterly Aggregate TAR_C1 Tariff Bundles	as defined in Paragraph 15.15 of Part 1 of Schedule 7.1 (Charges and Invoicing);
Quarterly Aggregate TAR_C3 Tariff Bundles	as defined in Paragraph 15.15 of Part 1 of Schedule 7.1 (Charges and Invoicing);
Quarterly Coverage Report ED99	the Quarterly Coverage Report provided to the Authority under the Terminated Agreement, for 99 th month since the effective date of the Termination Agreement;
Quarterly Financial Report	the quarterly report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B of Schedule 7.5 (Financial Reports and Audit Rights) at each financial quarter;
Quarterly Tolerance Outcome	as defined in Paragraph 15.15 of Part 1 of Schedule 7.1 (Charges and Invoicing);
Quote	the Supplier's (or Other ESN Supplier's as the case may be) assessment of costs for implementing a Change Request in accordance with the proposed Change Implementation Plan or Impact Assessment;
Radio Bearers Interface	the interface between the User Device and the MS Network;
Radio Plan Rules	means the rules which are set out in Paragraph 3.3 of Schedule 2.1 (Services Description), excluding Paragraph 3.3.3 of Schedule 2.1 (Services Description);
Radio Site or EAS Site	the radio sites in the Extended Area;
Radio Site Design	the Documentary Deliverables produced by the ES Supplier for each Radio Site and shared with the MS Supplier for their agreement;
RAN or Radio Access Network	the 3GPP defined access network that allows a User Device or UE to get connectivity to the Mobile Core Network;

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Defined Term	Definition
Rate Card	means Day Rates;
Rating Agencies	the rating agencies listed in Annex 1 of Schedule 7.4 (Financial Distress);
Re-baselining Process	means the Change Control Procedure to insert changes required by the Authority, such changes as described in Annex 1 to Schedule 8.2 (Change Control Procedure) (also, references in this Agreement to 'Annex I' of Schedule 8.2, shall be interpreted to refer to 'Annex 1' of Schedule 8.2);
Recipient	has the meaning given in Clause 20.1 (Confidentiality);
Records	information that documents or is used to support business activity, transactions, changes, decisions, outcomes, negotiations, approvals, authorisations or actions, pursuant to delivering the Programme objectives. A record can be in any format or stored on any medium;
Recovery Point Objective	the time set out in the applicable KPI and SPI under the heading Recovery Point Objective (being by when the Supplier shall restore any data lost in connection with the relevant Services following a Disaster or Service Disruption);
Recovery Priority	the priority allocated under the heading "Recovery Priority" for the applicable Service listed in Annex 1 of Schedule 2.2 (Performance Levels);
Recovery Time Objective	the time as set out in the applicable KPIs and SPIs within which the Supplier should restore the relevant Services following a Service Disaster or Service Disruption;
Rectification Plan	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
Rectification Plan Failure	<p>(a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 26.5 (Submission of the draft Rectification Plan) or 26.8 (Agreement of the Rectification Plan);</p> <p>(b) the Authority:</p> <ul style="list-style-type: none"> i. acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 26.8 (Agreement of the Rectification Plan); ii. [removed]; <p>(c) the Supplier failing to rectify a material Default within the later of:</p> <ul style="list-style-type: none"> i. [redacted] Working Days after a notification made pursuant to Clause 26.2 (Notification); and ii. where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, [redacted] by which the Supplier must rectify the material Default;

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Defined Term	Definition
	<p>(d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the [REDACTED] Service Periods subsequent to the Service Period in which the initial Material KPI Failure occurred;</p> <p>(e) the Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period; and/or</p> <p>(f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of [REDACTED] months after [REDACTED] and for the same (or substantially the same) root cause as that of the original Notifiable Default;</p>
Rectification Plan Process	the process set out in Clauses 26.5 (Submission of the Rectification Plan) to 26.10 (Agreement of the Rectification Plan);
Redundancy Costs	<p>the total sum of any of the following sums paid to Applicable Supplier Personnel, each amount apportioned between the Supplier and the Authority based on the time spent by such employee on:</p> <p>(a) the Services; and</p> <p>(b) the "Services" under the Terminated Agreement (as defined under the Terminated Agreement) as a proportion of the total service duration of the Terminated Agreement and this Agreement such that the Redundancy Costs shall include the apportioned amount referable to the time spent by the employee on the relevant services:</p> <p>(i) any statutory redundancy payment; and</p> <p>(ii) in respect of an employee who was a Transferring Former Supplier Employee or a Transferring Authority Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to the applicable contractual redundancy terms immediately prior to his or her transfer from a Former Supplier to the Supplier (or a Supplier Group Company) under the Employment Regulations;</p>
Reference Signal Receive Power or RSRP	such term as defined in the 3GPP, which is a measure of the received power level in an LTE cell network;
Reference Signal Receive Quality or RSRQ	such term as defined in the 3GPP, which provides the indication of received signal quality
Region	a region is defined by the regional boundaries agreed in Paragraph C.7 (Boundaries map applied for MSP1, MSP2 and MSP3) of Annex C of Schedule 2.1 (Services Description);
Registers	has the meaning given in Paragraph 2.1 of Schedule 8.5 (Exit Management);

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Defined Term	Definition
Regression Testing	the re-test of an ESN Tested Services following modification, repair or upgrade to ensure that faults have not been introduced or uncovered as a result of the changes made;
Rejected Block	as defined in Paragraph 1.1 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
Rejection	for the purposes of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) only, shall have the meaning given in Paragraph 1.8 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) (and Rejected and Rejects shall be construed accordingly for the purposes of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) only);
Related ESN Projects	the Authority-led projects to establish services contracted by User Organisations: (a) the User Device framework; and (b) the Coverage and network visualisation tool;
Related Service Providers	any person who provides services to the Authority in relation to this Agreement and/or ESN from time to time which persons include the US Supplier and Locally Contracted Suppliers;
Related Third Party	a party to: (a) another contract with the Authority or the Supplier which is relevant to this Agreement; or (b) a Sub-contract;
Relative Packet Delay	an indication of the maximum one-way packet delay measured in accordance with 3GPP TS23.203;
Release	as defined in the Release Management Policy;
Relative Priority	a parameter that defines the priority of the Bearer in relation to others, with lowest number indicating a higher priority; the relative priorities for each Bearer Type is

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Defined Term	Definition
	defined in Annex H — Bearer and Connection Types of Schedule 2.1 (Services Description);
Release Policy	means the release policy as detailed in Paragraph 8.3.24 of Schedule 2.1 (Services Description);
Release Management Policy	document identifier [REDACTED] which documents the release and deployment management processes, and this Documentary Deliverable shall be submitted in accordance with Paragraph 10 of Schedule 2.1;
Release Management Process	has the meaning given to it in Paragraph 15.4 of Schedule 6.1 (Implementation Plan);
Relevant IPRs	IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier's obligations under this Agreement including IPRs in the Specially Written Software, the Supplier Non COTS Software, the Supplier Non COTS Background IPRs, the Third Party Non COTS Software and the Third Party Non COTS Background IPRs but excluding any IPRs in the Authority Software, the Authority Background IPRs, the Supplier COTS Software, the Supplier COTS Background I PRS, the Third Party COTS Software and/or the Third Party COTS Background IPRs;
Relevant Preceding Services	has the meaning given to that term in Clause 5.3(b)(ii);
Relevant Requirements	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Relevant Tax Authority	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
Relevant Transfer	a transfer of employment to which the Employment Regulations applies;
Relevant Transfer Date	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
Relief End Date	for the purposes of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) only, as defined in Paragraph 1.1 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
Relief Notice	has the meaning given in Clause 30.2 (Authority Cause);
Relief Period	has the meaning given to it in Paragraph 3.3.2 of Schedule 4.3 (Subcontractors);
Remedial Adviser	the person appointed pursuant to Clause 28.2 (Remedial Adviser);

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Defined Term	Definition
Remedial Adviser Failure	has the meaning given in Clause 28.6 (Remedial Adviser);
Repeat KPI Failure	has the meaning given in Paragraph 5.1 of Part A of Schedule 2.2 (Performance Levels);
Repeat Trigger	has the meaning given in Paragraph 5.1 of Part A of Schedule 2.2 (Performance Levels);
Replacement Services	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
Replacement Sub-contractor	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
Replacement Supplier	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
Reporting Application	the reporting tool provided by the US Supplier that takes data feeds from other ESN Suppliers in order to provide management reports to Users;
Request for Estimate	a written request sent by the Authority to the Supplier, requiring that the Supplier provide it with an accurate estimate of the Termination Payment and Compensation Payment that would be payable if the Authority exercised its right under Clause 32.1(a) (Termination by the Authority) to terminate this Agreement for convenience on a specified Termination Date;
Request For Information	a request for information under the FOIA or the EIRs;
Request Fulfilment	means the process of resolving a Service Request;
Request Recipient	has the meaning given in Clause 22.21;
Required Action	has the meaning given in Clause 29.3(a) (Step-In Rights);
Required Insurances	has the meaning given to that term in Paragraph 1.1 of Schedule 2.5 (Insurance Requirements);
Requirements Traceability Matrix or RTM	a table that correlates every Authority Requirement of the Service (or component part of a Service) to the matching parts of high-level design, detailed design, Test Plan, and test case;

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Defined Term	Definition
Resolution	has the meaning given in Paragraph 13.2 of Schedule 2.2 (Performance Levels) and "Resolved" shall relate to the same meaning; (There is also a definition for 'Resolve' and 'Resolution' in Part A of Annex 1B of Schedule 6.1 (Implementation Plan), however such definitions are for the purposes of that Part A of Annex 1B only and is not to be used elsewhere in this Agreement.)
Resourcing Report	has the meaning given in Paragraph 7.6 of Part 2 of Schedule 7.1;
RF	means radio frequency;
Risk Assessment	shall have the meaning described in Paragraph 4.2 of Schedule 2.4 (Security Management);
Risk Matrix	the matrix for assessing the risk of a proposed Operational Change set out in Annex 4 of Schedule 8.2 (Change Control Procedure);
Risk Register	the register of risks and contingencies that have been factored into any costs due under this Agreement, a copy of which is set out in Annex 3 of Schedule 7.1 (Charges and Invoicing);
RM6261 Pricing	has the meaning given in Paragraph 15.8(b) of Part 1 of Schedule 7.1;
Road	shall mean any Major Road, Minor Road or Other Roads (where appropriate and as the context requires);
Rollover	has the meaning set out in Paragraph 3.2.4(a) of Schedule 8.2 (Change Control Procedure);
S1-C	signalling interface defined by 3GPP;
S1-U	interface defined by 3GPP;
S5	interface defined by 3GPP between the US Supplier Packet Gateway and the MS Network;
S6a	interface defined by 3GPP between the Mobile Subscriber Server and the MS Network;
S6d	interface defined by 3GPP between the Mobile Subscriber Server and the MS Network ;
S8	roaming based interface defined by 3GPP between the US Supplier Packet Gateway and the MS Network ;
Satisfaction Survey	has the meaning given in Paragraph 9.6.1 of Schedule 2.2 (Performance Levels);
SC1a Charges	has the meaning given in Paragraph 2.2 of Part 1 of Schedule 7.1;

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Defined Term	Definition
SC1b Charges	has the meaning given in Paragraph 2.2 of Part 1 of Schedule 7.1;
Secretariat	means the person appointed to act as administrator and minute taker of the governance meetings. Duties include room booking, invite and supporting paper issuing and taking of minutes;
Secure Real-time Transport Protocol or SRTP	means Secure Real-time Transport Protocol, a protocol intended to provide encryption, authentication and integrity protection for data in both unicast and multicast applications;
Security Aspects Letter	a letter in the form prescribed by the Authority from time to time to be provided to Sub-contractors (and copied to the Authority) including a precise and detailed description and the level of classification for each security aspect within the sub-contract (including any Official Sensitive or other secret information that may be required to be processed by the Sub-contractor in connection with the Services, and any relevant security measures that must be employed in connection with such information);
Security Edge Protection Proxy or SEPP	means the security edge protection proxy network product class as defined in 3GPP;
Security Management Plan	the Supplier's security plan as attached as Annex 2 of Schedule 2.4 (Security Management) and as subsequently developed and revised pursuant to Paragraphs 4 and 5 of Schedule 2.4 (Security Management);
Security Policy Framework	the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division) as updated from time to time;
Security Schedule	Schedule 2.4 (Security Management) in this Agreement;
Security Test Results Template	has the meaning given to that term in Paragraph 6.4 of Schedule 2.4 (Security Management);
Security Tests	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security;
Security Working Group	means an Authority and User only level 3 forum reviewing security;
Sensitive Claim	has the meaning given to that term in Paragraph 2.1 of Schedule 8.7 (Conduct of Claims);
Serious KPI Failure	shall be as set out against the relevant Key Performance Indicator in Part C of Schedule 2.2 (Performance Levels);

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Defined Term	Definition
Service Acceptance Test or SAT	a Test Event comprising Trials to demonstrate that the ESN Tested Services operate in accordance with the requirements set out in Schedules 2.1 and 2.2 and are able to support the business processes of User Organisations in live operational scenarios;
Service Affecting	Operational Changes which affect the Service;
Service Catalogue	the Service Management catalogue (being a subset of the Service Portfolio) comprising of the ESN User-facing Service Management services offered and supported by the Supplier (and/or its sub-contractors) that are currently available to order, either at no additional cost or, where an additional cost applies, agreed between the Supplier and relevant User Organisation under the Optional Services Catalogue;
Services Catalogue Standard Item	for the purposes of UO Services, has the meaning given in Schedule 12 (ESN User Organisation Purchase Terms);
Service Catalogue Non-Standard Item	for the purposes of UO Services, has the meaning given in Schedule 12 (ESN User Organisation Purchase Terms);
Service Charges	the periodic payments made in accordance with Schedule 7.1 (Charges and Invoicing);
Service Charge Expiration Event	means the date or event upon which an individual Charge ceases to become payable as set out in Annex 1 to Schedule 7.1 (Charges and Invoicing);
Service Charge Trigger Event	means the date or event upon which an individual Charge begins to accrue as set out in Annex 1 to Schedule 7.1 (Charges and Invoicing);
Service Credit Cap	the cap on the amount of Service Credits at Paragraph 5.5 of Part 2 of Schedule 7.1 (Charges and Invoicing);
Service Credits	credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance with Paragraph 5 of Part 2 of Schedule 7.1 (Charges and Invoicing);
Service Design Working Group	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.8 of Annex 2 of Schedule 8.1 (Governance) and with the representation set out in Paragraph 11.8 of Annex 4 of Schedule 8.1 (Governance).
Service Disaster	a Service Incident that results in the Supplier being unable to provide the Services and failing to provide critical business functions without re-establishing the infrastructure required to deliver the Services;
Service Disruption	a Service Incident that results in the Supplier being unable to provide the Services and failing to provide critical business functions for some predetermined minimum

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Defined Term	Definition
	period of time longer than that which the Authority and/or User Organisations can sustain;
Service Downtime	any period of time during which a Service is not Available;
Service Event	any detectable or discernible occurrence that has a significance for the management of the Services infrastructure, or the delivery of the Services and evaluation of the impact might cause to the Services;
Service Hours	means the Business Hours or Operational Hours during which the relevant Service shall be Available as set out in Part C of Schedule 2.2 (Performance Levels);
Service Incident	has the meaning given in Paragraph 13.8.1 of Schedule 2.2 (Performance Levels);
Service Management	the Supplier's organisational capabilities used to provide the Services to the Authority and User Organisations;
Service Management Framework	a set of documents describing the Supplier's service management operations and processes provided by the Supplier in accordance with Paragraph 8.3 of Schedule 2.1 (Services Description);
Service Management Organisation Plan	shall have the meaning set out in Paragraph 8.3.9 of Schedule 2.1 (Services Description);
Service Management Processes	shall have the meaning set out in Paragraph 8.3.7 of Schedule 2.1 (Services Description);
Service Management Strategy	shall have the meaning set out in Paragraph 8.3.6 of Schedule 2.1 (Services Description);
Service Management Systems	the suite of systems and Software that supports the ESN Service Management System and Supplier Service Desk;
Service Management System Design	shall have the meaning set out in Paragraph 8.3.8 of Schedule 2.1 (Services Description);
Service Operations Board	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.5 of Annex 2 of Schedule 8.1 (Governance) and with the representation set out in Paragraph 11.5 of Annex 4 of Schedule 8.1 (Governance)
Service Period	in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period denoted as the Service Period over which the Supplier's performance

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Defined Term	Definition
	<p>is measured set out in respect of such KPI or SPI in Part C of Schedule 2.2 or otherwise as the context requires, a calendar month, save that:</p> <p>(a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and</p> <p>(b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term; and</p> <p>(c) the initial Service Period shall be as set out in Paragraph 3.1 of Part A of Schedule 2.2 (Performance Levels);</p>
Service Points	in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator for the applicable standard of performance in Part C of Schedule 2.2 (Performance Levels) and as calculated in accordance with Part A of such Schedule;
Service Portfolio	The MS Supplier's Service Portfolio that details the list of the Supplier's services available as part of the ESN including as set out in Paragraph 8.3.10 of Schedule 2.1 and including under the Terminated Agreement;
Service Ready	has the meaning given to it in the Release Management Process;
Service Requests	requests for service to the Supplier Service Desk;
Service Resource Baseline	the number of FTE months used as the baseline for the calculation of Charges due to the Supplier from the Authority for dealing with Change Requests as detailed within the 'Resource' tab of the Schedule 7.7 Financial Model;
Service Recovery Time	as described in Schedule 2.2;
Service Transfer	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor or Employing Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
Service Transfer Date	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
Services	any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2.1 (Services Description);
Services-Affecting Operational Change Requests	has the meaning given to that term in Paragraph 8.5.1(b)(i) of Schedule 8.2 (Change Control Procedure);
Services Description	the services description set out in Schedule 2.1 (Services Description);

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Defined Term	Definition
Service Point Initial Calculation	shall have the meaning given in Paragraph 4.3 of Schedule 2.2 (Performance Levels);
Settlement and Termination Agreement or STA	the agreement entered into by the Parties and BT Group plc by 23.59 on the date of signature of this Agreement to terminate the Terminated Agreement and settle certain claims arising out of the Terminated Agreement;
Severe KPI Failure	shall be as set out against the relevant Key Performance Indicator in Part C of Schedule 2.2 (Performance Levels);
Severity Five Service Incident	has the meaning given in Paragraph 13.8.1 of Schedule 2.2 (Performance Levels);
Severity Four Service Incident	has the meaning given in Paragraph 13.8.1 of Schedule 2.2 (Performance Levels);
Severity Level, Severity Level 1, Severity Level 2, Severity Level 3, Severity Level 4	the level of severity of a Test Issue, the criteria for which are described in Paragraph 14.9 of Schedule 6.2 (Testing and Assurance Procedures);
Severity One Service Incident	has the meaning given in Paragraph 13.8.1 of Schedule 2.2 (Performance Levels);
Severity Three Service Incident	has the meaning given in Paragraph 13.8.1 of Schedule 2.2 (Performance Levels);
Severity Two Service Incident	has the meaning given in Paragraph 13.8.1 of Schedule 2.2 (Performance Levels);
sFTP	Secure File Transfer Protocol;
Shared Rural Network or SRN	means HMG's network deal with [REDACTED] (being those entities that holds an OFCOM licence, issued under the Wireless Telegraphy Act 2006, for Mobile and Wireless Broadband below 5Ghz) to increase coverage in rural areas of Scotland, Northern Ireland and Wales;
Sharer User Organisation	means those User Organisations who are not part of the three emergency services as referred to at A.6 – A.10 of Annex A of Schedule 2.1, as modified by the Authority from time to time.
Short Message Peer to Peer Protocol (SMPP)	has the meaning given in the i3GPP standards;
Shortfall Period	has the meaning given in Paragraph 6.2 of Schedule 7.2 (Payments on Termination);

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Defined Term	Definition
Signal to Interference and Noise Ratio or SINR	is the metric used to assess signal quality (strength of wanted signal compared to unwanted noise and interference) as detailed further in the 3GPP standards;
SIM	Subscriber Identity Module;
Single Supplier Board or Supplier Board	the Board set out in Paragraph 6 of Schedule 8.1 (Governance) with the Terms of Reference and representation set out in Annexes 1 and 3 of Schedule 8.1 (Governance) respectively;
Sites or Site	any premises (including the Authority Premises, the Supplier's premises or third party premises): (a) from, to or at which: (i) the Services are (or are to be) provided; or (ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or (b) where: (i) any part of the Supplier System is situated; or (ii) any physical interface with the Authority System takes place;
Site Finish Site(s)	shall have the meaning given in Paragraph 2.2 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
SME	means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 (EU Recommendation 2003/361) concerning the definition of micro, small and medium-sized enterprises;
Smoke Testing	shall have the meaning given to the term in Paragraph 14.7A.2 of Schedule 6.2 (Testing and Assurance Procedures);
SMS	short message service;
Social Value	the additional social benefits that will be provided to support the delivery of the Agreement, as set out in Paragraph 16 of Schedule 2.1 (Service Description) and Paragraph 16 of Schedule 4.1 (Supplier Solution);
Social Value KPI	the Social Value key performance indicators set out in Part C of Schedule 2.2 (Performance Levels);
Social Value PI	the Social Value performance indicators set out in Part C of Schedule 2.2 (Performance Levels);
Software	Specially Written Software, Supplier Software and Third Party Software;

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Defined Term	Definition
Software Supporting Materials	has the meaning given in Clause 17.1(b) (Specially Written Software and Project Specific IPRs);
Source Code	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
Spatial Data Layer or Spatial Dataset	data which represents information about particular geographic areas and locations on the ground that is visualised, edited and analysed within a geographic information system (GIS);
Specially Written Software	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (Supplier in this definition means (i) EEL; (ii) BT Plc; or (iii) EEL and BT Plc jointly) (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Agreement, including: <ul style="list-style-type: none"> (a) any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of such software; and (b) any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement, including the software specified as such in paragraph 4 (Specially Written Software) of Schedule 5 (Software).
Specific Change in Law	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
Specified Clauses	has the meaning given to it in Paragraph 3.3.2 of Schedule 4.3 (Subcontractors);
Specified Sub-contractors	has the meaning given to it in Paragraph 3.1 of Schedule 4.3 (Subcontractors);
Specified Sub-contracts	has the meaning given to it in Paragraph 3.1 of Schedule 4.3 (Subcontractors);
Spontaneous Events	events occurring spontaneously for which no operational notice period is provided to the Authority or Users, typically due to an emergency or protest, to which the Emergency Services have to respond to. Examples including, but not limited, to riots, pop-ups, flash demonstrations, major accidents, exceptional crimes, terrorist actions, crowds out of control and in some contexts floods, heat-waves, blizzards and storms;
Stabilisation Period	shall have the meaning set out in paragraph 19.1.14 of Schedule 2.2 (Performance Levels);
Staff Day	a minimum of 7.5 Staff Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day, and whether or not such

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	hours are worked during normal working hours or out of hours during the night, on weekends or public holidays;
Staff Grade	different types of staff characterised by skillset, seniority, experience and track record and detailed in Table 7 of Annex 1 of Schedule 7.1 (Charges and Invoicing);
Staff Hours	the hours spent by the Supplier Personnel properly working on the Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
Staffing Information	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement and gender; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
Standards Based Interfaces	the reference points, application programming interfaces (APIs), and other interfaces defined by standards bodies such as 3GPP;
Standard Contract Change	a Contract Change which requires the Supplier to change the Configuration of the Services from the current approved Configuration Baseline;

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Defined Term	Definition
Standard Operational Change	Standard Change as defined in ITIL;
Standards	the standards, policies and/or procedures identified in Schedule 2.3 (Standards);
Standards Hub	the Government's open and transparent standards adoption process as documented at http://standards.data.gov.uk/ ;
Step-In Notice	has the meaning given in Clause 29.3 (Step-In Rights);
Step-In Plans	has the meaning given in Clause 29.1 (Step-In Rights);
Step-In Trigger Event	<ul style="list-style-type: none"> (a) any event falling within the definition of a Supplier Termination Event; (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (c) a Force Majeure Event that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (d) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement; (e) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 29 (Step-In Rights) is necessary; (f) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; (g) a need by the Authority to take action to discharge a statutory duty; and/or (h) where the Authority deems that there is a danger to the critical national infrastructure or to the national interest;
Step-Out Date	has the meaning given in Clause 29.7(b) (Step-In Rights);
Step-Out Notice	has the meaning given in Clause 29.7 (Step-In Rights);
Step-Out Plan	has the meaning given in Clause 29.8 (Step-In Rights);
Strategic Location	shall have the meaning given to it in Paragraph 13.12 of Schedule 2.2 (Performance Levels);
Sub-contract	<p>any contract or agreement (or proposed contract or agreement) between:</p> <ul style="list-style-type: none"> (a) the Supplier (which in this definition means (i) EEL; (ii) BT Plc; or (iii) EEL and BT Plc jointly) (or a Sub-contractor); and (b) any third party whereby that third party agrees to provide to the Supplier (which in this context means (i) EEL; (ii) BT Plc; or (iii) EEL and BT Plc jointly) (or the Sub-contractor) all or any part of the Services, or facilities or services which are material for the provision of the Services or any part

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Defined Term	Definition
	thereof, or necessary for the management, direction or control of the Services or any part thereof;
Sub-contractor	<p>(a) for the purposes of the requirement to run a tender under Clause 15 and the obligations on the Supplier to flow down terms in this Agreement to third parties (including without limitation as described in Clause 15, and Table 2.1 of Schedule 4.3), shall mean:</p> <p>(i) any third party with whom the Supplier (which in this context means (i) EEL; (ii) BT Plc; or (iii) EEL and BT Plc jointly) enters into a Sub-contract for which the majority of the charges paid under the relevant Sub-contract relate directly to services procured specifically or predominantly for the ESN (including, for the avoidance of doubt, any Key Sub-contractor);</p> <p>(ii) those sub-contractors referred to in Table 2.1 of Schedule 4.3; and/or</p> <p>(iii) the servants or agents of any of the above;</p> <p>(b) for all other purposes, shall mean:</p> <p>(i) any third party with whom the Supplier (which in this context means (i) EEL; (ii) BT Plc; or (iii) EEL and BT Plc jointly) enters into a Sub-contract; and/or</p> <p>(ii) any third party with whom a third party under (i) above enters into a Sub-contract, and/or</p> <p>(iii) the servants or agents of any of the above;</p>
Subject Domain Name	means www.esn.co.uk ;
Sub-processor	has the meaning given to it in Clause 22.12;
Subsidiary Performance Indicator or SPI	the performance indicators set out as subsidiary performance indicators in Part C of Schedule 2.2 (Performance Levels);
Successor Body	has the meaning given in Clause 35.4 (Assignment and Novation);
Suggested Challenge	a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub;
Summary of Statement of Works	has the meaning given to that term in Paragraph 8.3.1(g) of Schedule 8.2 (Change Control Procedure);
Supplier	EEL and BT PLC;
Supplier Affiliate	in relation to the Supplier, any subsidiary or subsidiary undertaking or holding company or parent undertaking of the Supplier and any subsidiary or subsidiary

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Defined Term	Definition
	undertaking of any such holding company or parent undertaking, in each case, from time to time;
Supplier Background IPRs	<p>(a) Intellectual Property Rights owned by the Supplier (Supplier in this definition means (i) EEL; (ii) BT Plc; or (iii) EEL and BT Plc jointly) before the Effective Date (excluding any 'Project Specific IPRs' and 'Specially Written Software' under the Terminated Agreement (as defined under the Terminated Agreement) which shall continue to be treated as Project Specific IPRs and 'Specially Written Software' under the Terminated Agreement as applicable), for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or</p> <p>(b) Intellectual Property Rights created by the Supplier independently of this Agreement and/or the Terminated Agreement; and/or</p> <p>(c) Telecommunications Data,</p> <p>which in each case is or will be used before or during the Term for designing, testing, implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;</p>
Supplier Cash Margin	in relation to a period or a Milestone (as the context requires), the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Allowable Costs for calculation of Supplier Cash Margin (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;
Supplier Cash Margin Percentage	in relation to a period or a Milestone (as the context requires), the Supplier Cash Margin for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
Supplier Change Manager	the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Supplier Representative;
Supplier Conditions of Use	means EEL's Conditions of Use of the Supplier's Trade Marks as attached at Schedule 15 of this Agreement;
Supplier COTS Background IPRs	<p>Supplier Background IPRs that:</p> <p>(a) the Supplier owning the relevant Supplier Background IPRs makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
Supplier COTS Software	<p>Supplier Software (including open source software) that:</p> <p>(a) the Supplier owning the relevant Supplier Software makes generally available commercially prior to the date of this Agreement (whether by</p>

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Defined Term	Definition
	<p>way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
Supplier ESN Digital Content	means any customer facing digital content referring to ESN or ESN services (including the ESN Services) under the control of the Supplier including any content associated with or linked to the Subject Domain Name.
Supplier ESN Trade Marks	has the meaning given to it in Clause 16.16;
Supplier Equipment	the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services;
Supplier Fix	<p>shall mean the Supplier's obligation to fix Coverage:</p> <p>(a) where the Supplier has an obligation to provide relevant Coverage under Paragraph 3.1.7 of Schedule 2.1 (Service Description); and</p> <p>(b) as determined following the analysis conducted pursuant to Paragraph 10 of Schedule 6.3 (Coverage Benchmarking and Validation Process) and using the relevant Methodology;</p>
Supplier Group	<p>(a) the Supplier;</p> <p>(b) any Supplier Affiliate; and</p> <p>(c) any company, undertaking, other body corporate, limited liability partnership, other partnership, other unincorporated association, joint venture, consortium (other than recognised trade associations) or other entity in which the Supplier or any Supplier Affiliate has any interest (whether direct or indirect, whether contractual or otherwise and whether through the holding of shares, as a member or otherwise), in each case, from time to time;</p>
Supplier Group Company	any member of the Supplier Group engaged in the performance of the Supplier's obligations under this Agreement;
Supplier Non-COTS Background IPRs	Supplier Background IPRs that are not Supplier COTS Background IPRs;
Supplier Non-COTS Software	Supplier Software that is not Supplier COTS Software;
Supplier Non-Performance	has the meaning given in Clause 30.1 (Authority Cause);
Supplier Performance Transparency Report	has the meaning given to it in Paragraph 9.9 of Schedule 2.2;

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Defined Term	Definition
Supplier Personnel	(save in relation to Schedule 9.1 (Staff Transfer) where the term has the meaning given within Schedule 9.1 (Staff Transfer)), all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
Supplier Representative	the representative appointed by the Supplier pursuant to Clause 11.3 (Representatives);
Supplier Request	a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Party Dispute Resolution Procedure in respect of that;
Supplier Service Desk	the service desk operated by the Supplier to meet the requirements set out in Paragraph 8.2 of Schedule 2.1;
Supplier Software	software which is proprietary to the Supplier (Supplier in this definition means (i) EEL; (ii) BT Plc; or (iii) EEL and BT Plc jointly) (or an Affiliate of the Supplier) (excluding any 'Specially Written Software' under the Terminated Agreement (as defined under the Terminated Agreement) which shall continue to be treated as Specially Written Software under the Terminated Agreement as applicable) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 5 (Software);
Supplier Solution	the Supplier's solution for the Services set out in Schedule 4.1 (Supplier Solution) including all Parts and any Annexes of that Schedule;
Supplier System	the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);
Supplier Termination Event	<p>(a) the Supplier's level of performance constituting a Critical Performance Failure;</p> <p>(b) the Supplier committing a material Default which is irremediable;</p> <p>(c) as a result of the Supplier's Default:</p> <p style="padding-left: 40px;">(i) the Authority incurring Losses in any Contract Year which exceed [REDACTED] of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 24.4(c) (Financial Limits) and/or;</p> <p style="padding-left: 40px;">(ii) the Authority and/or one or more User Organisations incurring Losses in any Contract Year which are paid against the Aggregate General Liability Cap which exceed [REDACTED] of the value of the Aggregate General Liability Cap for that Contract Year</p> <p>(d) a Remedial Adviser Failure;</p> <p>(e) a Rectification Plan Failure;</p>

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Defined Term	Definition
	<p>(f) where a right of termination is expressly reserved in this Agreement, including pursuant to:</p> <ul style="list-style-type: none"> (i) Clause 18 (IPRs Indemnity); (ii) Clause 34 (Compliance); (iii) Clause 38.6(b) (Prevention of Fraud and Bribery); and/or (iv) Paragraph 4 of Schedule 7.4 (Financial Distress); <p>(g) the representation and warranty given by the Supplier pursuant to Clause 3.2(i) (Warranties) being materially untrue or misleading;</p> <p>(h) the Supplier committing a material Default under Clause 10.12 (Promoting Tax Compliance) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.12 (Promoting Tax Compliance) which in the reasonable opinion of the Authority are acceptable;</p> <p>(i) the Supplier committing a material Default under any of the following Clauses:</p> <ul style="list-style-type: none"> (i) Clause 5.6(j) (Services); (ii) Clause 22 (Protection of Personal Data); (iii) Clause 21 (Freedom of Information); (iv) Clause 20 (Confidentiality); and (v) Clause 34 (Compliance); and/or (vi) in relation to any security requirements set out in Schedule 2.1 (Services Description), Schedule 2.4 (Security Management) or the Baseline Security Requirements; <p>(j) any failure by the Supplier to implement the changes set out in a Benchmark Report as referred to in Paragraph 5 of Schedule 7.3 (Benchmarking);</p> <p>(k) an Insolvency Event occurring in respect of the Supplier or the Guarantor;</p> <p>(l) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority);</p> <p>(m) a change of Control of the Supplier or a Guarantor unless:</p> <ul style="list-style-type: none"> (i) the Authority has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control; or

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Defined Term	Definition
	<p>(n) a change of Control of a Key Sub-contractor unless, within 6 months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to Clause 15.9 (Appointment of Key Sub-contractors);</p> <p>(o) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 ("PCR 2015") from the procurement procedure leading to the award of this Agreement;</p> <p>(p) during the Relief Period, a failure by the Supplier related to a failure by any Specified Sub-contractor to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour Law:</p> <p style="padding-left: 40px;">(i) in any material respect; or</p> <p style="padding-left: 40px;">(ii) which has a negative impact on the reputation of the Authority,</p> <p style="padding-left: 40px;">and such failure has not been remedied within thirty (30) days of notice by the Authority;</p> <p>(q) during the Relief Period, a failure by the Supplier (not related to a failure by any Sub-contractor) or a failure by the Supplier related to a failure by a Sub-contractor (other than a Specified Sub-contractor) to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour Law and such failure has not been remedied within [REDACTED] days of notice by the Authority;</p> <p>(r) after the Relief Period a failure by the Supplier (which, for the avoidance of doubt, shall include failures by any Sub-contractor (including Specified Sub-contractors)) to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour Law and such failure has not been remedied [REDACTED] days of notice by the Authority;</p> <p>(s) in relation to Schedule 2.4 (Security Management):</p> <p style="padding-left: 40px;">(i) the Authority has issued two rejection notices in respect of the Security Management Plan under Paragraph 4.4 of Schedule 2.4 (Security Management), and the matter is not resolved through commercial negotiation under Paragraph 1.1 of Schedule 8.3 (Dispute Resolution Procedure), the Authority may elect to terminate this Agreement rather than proceed further under the Dispute Resolution Procedure.</p> <p style="padding-left: 40px;">(ii) the Supplier fails to comply with the Remediation Action Plan arising from the IT Health Check; and/or,</p> <p style="padding-left: 40px;">(iii) the Supplier fails to comply with the security incident management processes and incident response plans within the ISMS.</p>

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Defined Term	Definition
Supplier Test Policy	a document defining the Supplier's testing policies as shared with the Authority by the Supplier in accordance with Paragraph 9 of Schedule 6.2 (Testing and Assurance Procedures);
Supplier's Final Supplier Personnel List	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
Supplier's Proposals	has the meaning given to that term in Paragraph 6.2 of Schedule 8.6 (Business Continuity and Disaster Recovery);
Supplier's Provisional Supplier Personnel List	a list prepared and updated by the Supplier of all Supplier Personnel who at the date of the list are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
Supplier's Radio Plan	means the working radio plan maintained by the Supplier [REDACTED] [REDACTED], which does not form part of this Agreement and which may be amended by the Supplier at its discretion from time to time provided that such amendments are made in accordance with the Radio Plan Rules;
Supplier's Registered Trade Mark	[REDACTED]
Supplier's Standard Contract Change List	the price list setting out the Supplier's rates applicable for Standard Changes which has been agreed by the Parties as may be amended from time to time by the Parties in accordance with the Agreement;
Supplier Tariff Failure	has the meaning given in Paragraph 15.16 of Part 1 of Schedule 7.1 (Charges and Invoicing);
Supplier's Trade Marks	means, subject to Clause 16.20, the Supplier's Registered Trade Mark and the Supplier's Unregistered Trade Marks.
Supplier's Unregistered Trade Marks	means the unregistered marks EE, BT, British Telecommunications and BT Group;
Supply Chain Transparency Information Template	the template set out in Schedule 8.4 (Records Provisions) Annex 5 in accordance with PPN 01/18;
Supply Chain Transparency Report	means the report provided by the Supplier to the Authority in the form set out in Annex 1 of Schedule 8.4 (Reports and Records Provisions);

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Defined Term	Definition
Supporting Documentation	sufficient information in writing to enable the Authority reasonably to assess: (a) whether the Charges and other sums due from the Authority detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates, receipts, usage statistics etc.; (b) the amount of any adjustments referred to in Paragraph 1.2 of Part 1 of Schedule 7.1 (Charges and Invoicing); and (c) the applicable level of discount applicable pursuant to Paragraph 5.7 of Part 1 of Schedule 7.1 (Charges and Invoicing);
System Administrator	means a Supplier appointed person or team who have been granted access by the Supplier to one or more of the ESN systems for the purpose of being able to manage, configure or report on behalf of one or more User Organisations;
System Manager	a role responsible for IT systems operations with the ability to create/amend/delete service characteristics and delegate permissions for any ESN functionality (including the ability for onward delegation) to any other System User for whom they are responsible;
System Test	a Test Event to ensure that the Tested Services operate in a simulation of the wider environment in accordance with requirements set out in Schedules 2.1, 2.2, 2.3 and 2.4 including functional and non-functional requirements, including performance, compatibility and security requirements;
System User	a person (including System Managers) with permission assigned by a System Manager to use the Services;
TA Deliverable	has the meaning given to the term "Deliverable" as defined in the Terminated Agreement, where reference to 'this Agreement' in that definition refers to the Terminated Agreement;
TAR_C1 Tariff Commitment Shortfall	as defined in Paragraph 15.15.5(b) of Part 1 of Schedule 7.1 (Charges and Invoicing);
TAR_C1 Tariff Connection Commitment	as defined in Paragraph 15.13 of Part 1 of Schedule 7.1 (Charges and Invoicing);
TAR_C1 Tariff Connection Ramp-Up	as defined in Paragraph 5.13 of Part 1 of Schedule 7.1 (Charges and Invoicing);
TAR_C3 Tariff Commitment Shortfall	as defined in Paragraph 15.15.6(b) of Part 1 of Schedule 7.1 (Charges and Invoicing);
TAR_C3 Tariff Connection Commitment	as defined in Paragraph 15.13 of Part 1 of Schedule 7.1 (Charges and Invoicing);

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Defined Term	Definition
TAR_C3 Tariff Connection Ramp-Up	as defined in Paragraph 15.13 of Part 1 of Schedule 7.1 (Charges and Invoicing);
Target Systems Architecture	means one of the Authority produced ESN Architecture Design Documents that describes the target ESN system architecture (document number [REDACTED]), This document will be updated once the US Supplier is appointed by incorporating proposals from all ESN Suppliers;
Tariff Bundle	a set of purchased services, via an Authority or Customer Order, provided per Active Connection;
Tariff Charge	a type of Service Charge as defined in Paragraph 15 of Part 1 of Schedule 7.1 (Charges and Invoicing);
Tariff Commitment Shortfall Payment	the tariff commitment shortfall payment as described and calculated in accordance with Paragraph 15.15 of Part 1 of Schedule 7.1 (Charges and Invoicing);
Tariff Commitment Termination Payment	the payment calculated in accordance with Paragraph 6A.1 of Schedule 7.2 (Payments on Termination);
Technical Design Authority	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.1 of Annex 2 of Schedule 8.1 (Governance) and with the representation set out in Paragraph 11.2 of Annex 4 of Schedule 8.1 (Governance).
Technical Impact Assessment	has the meaning given to that term in Paragraph 8.4 of Schedule 8.2 (Change Control Procedure);
Technology Strategy Group	means an Authority-only level 3 forum responsible for reviewing technology strategy
Telecommunications Data	any data generated by the Supplier incidentally or in satisfaction of its regulatory obligations during the performance of the Services, including call detail records, traffic data records, location data and usage data;
Telecommunications (Security) Act 2021 or TSA	an Act to make provision about the security of public electronic communications networks and public electronic communications services. The Communications Act 2003 is amended to include a duty to take security measures and respond to security compromises;
Telephony	voice communications to any receiving party including any supplementary services as defined in Paragraph 5.8 of Schedule 2.1;
Temporary Measures	shall have the meaning as described in Paragraph 2.10 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);

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Defined Term	Definition
Temporary Specified Relief	has the meaning given to it in Paragraph 3.3.2 of Schedule 4.3 (Subcontractors);
Term	the period commencing on the Effective Date and, subject to Paragraph 7 of Schedule 8.5 (Exit Management), ending on the earlier to occur of (a) and (b) below: (a) expiry of the Initial Term, unless an Extension Period has been entered into, in which case the expiry of the Extension Period; and (b) earlier termination of this Agreement;
Terminated Agreement	has the meaning given to it in Recital D of the Agreement;
Terminated Agreement Records	the information which the Supplier must retain in accordance with Schedule 8.4 (Records Provisions) of the Terminated Agreement;
Termination Assistance Notice	has the meaning given in Paragraph 7.1 of Schedule 8.5 (Exit Management);
Termination Assistance Period	has the meaning given in Paragraph 7.1 of Schedule 8.5 (Exit Management), as may be extended pursuant to Paragraph 7.2 of Schedule 8.5 (Exit Management);
Termination Date	the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;
Termination Estimate	has the meaning given in Paragraph 11.2 of Schedule 7.2 (Payments on Termination);
Termination Notice	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement (or any part thereof) on a specified date and setting out the grounds for termination;
Termination Payment	the payment determined in accordance with Schedule 7.2 (Payments on Termination);
Termination Services	means the services set out in Annex 1 of Schedule 8.5 (Exit Management), as amended by the Parties from time to time and such other services to be provided by the Supplier under the Exit Plan;
Terms of Reference	the terms of reference for each Board as set out in the Annexes to Schedule 8.1 (Governance);
Territorial Waters	that part of the territorial waters of the UK, (which are set out in the Territorial Sea Act 1987, The Territorial Waters Order in Council 1964 and the Territorial Sea (Amendment) Order 1998), associated with the coasts of Great Britain, including its islands, except Rockall, Sule Skerry, North Rona, Sula Sgeir, the Flannan Isles and the St Kilda group, based on an extent from the coast of 12 Nautical Miles (approx 22.2km) and the rules embodied in the United Nations Convention on the Law of the Sea Part 2, December 1982. The extent of the Territorial Waters in the

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Defined Term	Definition
	North Channel should ignore any limitations that would arise due to consideration of the coast of Northern Ireland;
Test	a test to be carried out under this Agreement in accordance with Schedule 6.2 (Testing and Assurance Procedure) and " Tests ", " Testing " and " Tested " shall be construed accordingly;
Test Assets	types of resources for testing, including but not limited to, Test Plans, test procedures, test cases, test requirement hierarchies, stubs, test configurations, test harnesses, and test suites;
Test Completion Review	a formal review to establish and record whether the Exit Criteria have been met for a particular Test Event;
Test Data	data which has been specifically identified for use in tests. Test data will either be synthesised data, anonymised live data or a copy of live data (where this is permitted according to its protective marking and the environment it will be used in);
Test Event	the testing of any combination, or all, of the Tested Services or the ESN Tested Services (as appropriate);
Test Issue Log	means a log for the recording of Test Issues created and maintained by the Supplier in accordance with Paragraph 14.9(c) of Schedule 6.2 (Testing and Assurance Procedures);
Test Issue Management	the process of logging, classifying, recognising, investigating, taking action and managing the closure of Test Issues;
Test Issue Management Log	a log for the recording of Test Issues across the ESN Suppliers as maintained by the Authority;
Test Issue Threshold	in relation to the Tests applicable to a Milestone, the Exit Criteria for that relevant Milestone as set out in the relevant Test Plan;
Test Issues	any variance or non-conformity of a deliverable from its specified requirements as set out in the Test Plan or a Test not meeting its expected outcome;
Test Manager	an individual nominated to co-ordinate and participate in the activities referred to in Paragraph 10.1 of Schedule 6.2 (Testing and Assurance Procedures);
Test Plan	a plan: (a) for the Testing of ESN Deliverables or ESN Tested Service; and (b) setting out other agreed criteria related to the achievement of Milestones, as described further in Paragraph 12 of Schedule 6.2 (Testing and Assurance Procedures);
Test Progress Reports	a report which will be described further within the Test Plan for that Test Event, in accordance with Paragraph 12.3 of Part B to Schedule 6.2 (Testing and Assurance Procedures). It will report as a minimum, all Test Issues encountered,

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Defined Term	Definition
	and shall categorise each Test Issue by Severity, in accordance with Paragraph 14.9 of Part C and D to Schedule 6.2 (Testing and Assurance Procedures);
Test Products	an output of a Test process, including but not limited to Supplier Test Policy, Test Strategy, project Test Plan, release Test Plan, test phase Test Plan, test type Test Plan, test design deliverables, test execution deliverables, test completion reports, test traceability matrix, test assurance report;
Test Readiness Review	a formal review to establish and record whether the Entry Criteria have been met for a particular Test Event in accordance with Paragraph 14.7A1 of Schedule 6.2 (Testing and Assurance Procedures);
Test Reports	a report showing the results of any Test or Test Event in a format to be agreed by the Authority;
Test Stage	any combination, or all, of the test stages as set out in the ESMCP Programme Test Strategy;
Test Strategy	a strategy for the conduct of Testing as described further in Part B of Schedule 6.2 (Testing and Assurance Procedures) (and Test Strategies shall be construed accordingly);
Test Success Criteria	the criteria developed by the Supplier and approved by the Authority in the Test Plan against which the ESN Tested Service and/or ESN Product (as applicable) will be tested for the purpose of assessing whether or not they meet the Authority Requirements;
Test Tools	a product that supports the execution of, and/or management of, one or more test activities such as planning and control, specification, building initial files and data, test execution, test analysis, defect raising and management, etc;
Tested Services	those Services which are subject to the Testing and Assurance Process specified in Schedule 6.2 Parts C and D.
Testing and Assurance Process for ESN Tested Services	the assurance process setting out how all ESN Deliverables and ESN Tested Services should be tested as detailed in Part C and D of Schedule 6.2 (Testing and Assurance Process for ESN Tested Services);
TfL's Concessionaire	means the neutral host infrastructure provider appointed by Transport for London providing mobile connectivity services on the London Underground;
Third Party Beneficiary	has the meaning given in Clause 42.1 (Third Party Rights);
Third Party Contract	a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Services, as listed in Schedule 4.4 (Third Party Contracts);
Third Party COTS Background IPRs	Third Party IPRs that:

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Defined Term	Definition
	<p>(a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
Third Party COTS Software	<p>Third Party Software (including open source software) that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
Third Party IPRs	Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
Third Party Issue	for the purposes of Part A of Annex 1B of Schedule 6.1 (Implementation Plan) only, as defined in Paragraph 1.1 of Part A of Annex 1B of Schedule 6.1 (Implementation Plan);
Third Party Non COTS Background IPRs	Third Party Background IPRs that are not Third Party COTS Background IPRs;
Third Party Non-COTS Software	the Third Party Software that is not Third Party COTS Software;
Third Party Provisions	has the meaning given in Clause 42.1 (Third Party Rights);
Third Party Software	software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software in any case will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 5 (Software);
Tier One Service	the Services that are the subject of Performance Indicators as set out in Paragraph 20 of Part C (Part II) and Annex 1 of Schedule 2.2 (Performance Levels) that are denoted as a Tier One Service or where the column titled 'Permitted Maintenance' for such Performance Indicator denotes it to be a 'Tier One Service';
Tier Three Service	the Services that are the subject of Performance Indicators as set out in in Paragraph 20 of Part C (Part II) and Annex 1 of Schedule 2.2 (Performance Levels) that are denoted as a Tier Three Service or where the column titled

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Defined Term	Definition
	'Permitted Maintenance' for such Performance Indicator denotes it to be a 'Tier Three Service';
Tier Two Service	the Services that are the subject of Performance Indicators as set out in Paragraph 20 of Part C (Part II) and Annex 1 of Schedule 2.2 (Performance Levels) that are denoted as a Tier Two Service or where the column titled 'Permitted Maintenance' for such Performance Indicator denotes it to be a 'Tier Two Service';
Trade Mark Representatives	has the meaning set out within Clause 16.7;
Traffic	communications data that flows through the Supplier Solution;
Traffic Flow Template	means the traffic flow template as defined in 3GPP;
Transfer to Operations or TTO	means when a Site or Sites are ready for acceptance into live service at which point Service Management shall commence;
Transferable Assets	Gateway Devices together with, if any, those assets listed in Annex 2 of Schedule 8.5 (Exit Management) as Transferable Assets and any Assets identified in the Exit Plan as a Transferable Asset;
Transferred CAN	as defined in Paragraph 14 of Part 1 of Schedule 7.1 (Charges and Invoicing);
Transferable Contracts	those Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary or desirable to transfer to the Authority or any Replacement Suppliers to enable it or them to perform the Services or the Replacement Services, being those contracts listed as Transferable Contracts in Annex 3 of Schedule 8.5 (Exit Management) and any contracts identified in the Exit Plan as a Transferable Contract;
Transferring Assets	has the meaning given in Paragraph 8.4(a) of Schedule 8.5 (Exit Management);
Transferring Authority Employees	those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date;
Transferring Contracts	has the meaning given in Paragraph 8.4(c) of Schedule 8.5 (Exit Management);
Transferring Former Supplier Employees	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;

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Defined Term	Definition
Transferring Supplier Employees	those employees of the Supplier and/or any Supplier Group Company and/or any Sub-contractors or Employing Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date;
Transfer to Operations milestone	means a Supplier deployment milestone when the Radio Site(s) has or have been built and configured to specification, activated, approved by the Authority and the Supplier as ready for acceptance into live service;
Transition	means the Phase in the period commencing on the date of Achievement of the National Transition Commencement Criteria and concluding on the date of Achievement of [REDACTED] as set out in Annex 1A to Schedule 6.1;
Transition Group	means a group of User Organisations as set out in Annex A of Schedule 2.1;
Transition Group Area	the geographic regional demarcation of Transition Groups, as set out in Annex C of Schedule 2.1;
Transition Completion Service Status Report	the Transition Complete Service Status Report as described in Paragraph 13.5 in Schedule 6.1 (Implementation);
Transition Plan	that part of the Implementation Plan that comprises (amongst other things) the Milestones, Milestone Dates, Phases, Milestone Owners and Key Milestones which relate to Transition;
Transmission Time Interval Bundling or TTI Bundling or TTIB	means the LTE feature which improves cell edge uplink coverage, and it is used for services like voice over LTE;
Transparency Information	has the meaning given in Clause 20.8 (Transparency and Freedom of Information);
Transparency Reports	has the meaning given in paragraph 3.1 of Schedule 8.4 (Records Provisions);
Trial Event	a Trial forming part of the Service Acceptance Test to demonstrate the ability of the ESN Tested Services to operate in accordance with requirements set out in set out in Schedules 2.1 and 2.2 and are able to support the business processes of User Organisations when responding to unplanned operational demands, as further specified in Annex 2 of Schedule 6.2 (Testing and Assurance Procedures);
Trial Exercise	shall be as defined in Paragraph 1.2 of Annex 2 of Schedule 6.2 (Testing and Assurance Procedures);

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Defined Term	Definition
Trial Roadshow	shall be as defined in Paragraph 1.3 of Annex 2 of Schedule 6.2 (Testing and Assurance Procedures);
Trials	has the meaning set out in Paragraph 17.1 of Schedule 6.2 (Testing and Assurance Procedures);
Two Transmit Four Receive or 2T4R	means a configuration of multiple-input-multiple-output (MIMO) antenna system with two transmit (Tx) antennas and four receive (Rx) antennas;
UE	means user equipment as defined in 3GPP;
UK	the United Kingdom;
UK GDPR	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018;
UL	means uplink as defined in the 3GPP standards;
UMTS	the Universal Mobile Telecommunications System, with standards as developed and maintained by 3GPP;
Unacceptable KPI Failure	the Supplier achieving a KPI Service Threshold Failure in respect of more than ■■■ of the total number of Key Performance Indicators that are measured in that Service Period;
Unconnected Sub-contract	any contract or agreement which is not a Sub-contract and is between the Supplier (which in this context means (i) EEL; (ii) BT Plc; or (iii) EEL and BT Plc jointly) and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017;
Unconnected Sub-contractor	any third party with whom the Supplier enters into an Unconnected Sub-contract;
Unexpected Downtime	Service Downtime as a result of Service Incidents or maintenance above that permitted by Paragraph 7.1 of Schedule 2.2 (Performance Levels) which cause the Services to be not Available;
Unlimited	the usage of the Suppliers' network without restrictions fair usage limitations, throughput degradation or other usage limitations applied by the Supplier;
Unplanned Operational Change	a type of Operational Change for which less than ■■■ calendar days' notice is provided pursuant to Paragraph 8.10.7 of Schedule 2.1 (Services Description);
Unrecovered Costs	the Allowable Costs incurred by the Supplier in the performance of this Agreement (as summarised in the Financial Model) to the extent that the same remain at the Termination Date to be recovered through Charges that but for the termination of this Agreement would have been payable by the Authority after the Termination

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Defined Term	Definition
	Date in accordance with Schedule 7.1 (Charges and Invoicing) as such Allowable Costs and Charges are forecast in the Financial Model;
Unrecovered Payment	an amount equal to the lower of: (a) the sum of the Unrecovered Costs and the unrecovered Supplier Cash Margin; and (b) the amount specified in Paragraph 4 of Schedule 7.2 (Payments on Termination);
UO Cap First Contract Year	the Contract Year in which the first Tariff Charges are paid or become due (excluding where any Tariff Charges are paid or become due for testing as part of the Programme or on a trial basis) by [REDACTED] under a User Organisation Order Contract with such [REDACTED] (whether such User Organisation Order Contract is new or existing), and where the order which covers such Tariff Charges has been formed and placed using information set-out on the Self-Service Interface (or such other means of forming and placing such an order as agreed by the Authority in writing for these purposes);
UO Default	has the meaning given to it in each User Organisation Order Contract;
UO Former Supplier	a supplier supplying services to any User Organisation before the Relevant Transfer Date that are the same as or substantially similar to any of the UO Services (in whole or in part) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
User Organisation Purchase Terms	means a User Organisation Order Contract;
UO Services	shall have the meaning given to it in Paragraph 1.2 of Schedule 12 (ESN User Organisation Purchase Terms);
Updates	in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome defects in, or to improve the operation of, that item;
Upgrades	any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;
Upper Quartile	the top 25% of instances of provision of a Comparable Service by members of the Comparison Group ranked by best value for money to the recipients of that Comparable Service;
US or User Services	any of the services provided or required to be provided under the US Agreement;
US Supplier	the supplier awarded the User Services contract under the Find a Tender Service notice reference number 2023/S 000-013744 dated 15 May 2023 or any successor or replacement supplier or suppliers;

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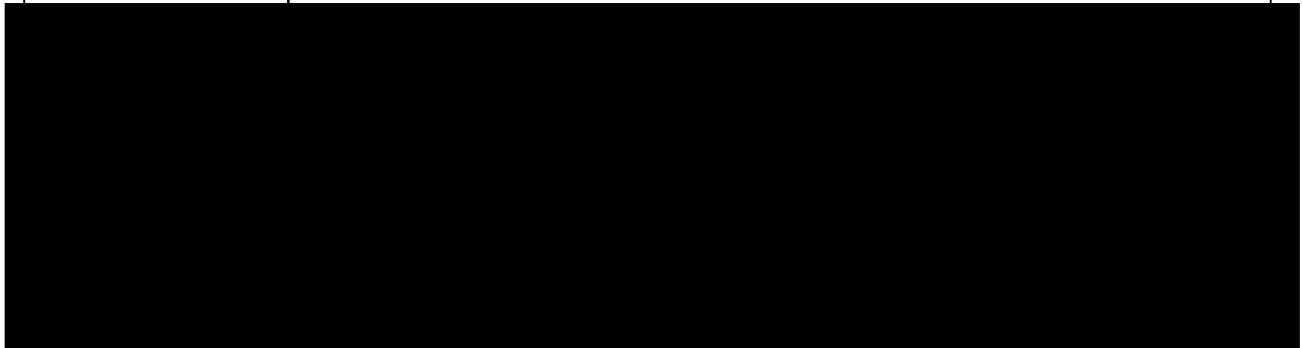
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Defined Term	Definition
US Agreement	the contract awarded under the Find a Tender Service notice reference number 2023/S 000-013744 dated 15 May 2023 (or any successor or replacement contract or contracts for any or all of the User Services);



US Supplier Reference System	reference system provided by the US Supplier that is representative of the US Supplier Solution and also contains a representative Mobile Network Radio Interface provided by the MS Supplier, and a representative interface between the ES Supplier and the Supplier, provided by the ES Supplier;
US Supplier Solution	the solution provided or required to be provided by the US Supplier under the US Agreement;
US Supplier's Billing and Payment Service	the billing and payment service as provided by the US Supplier from time to time;
US Supplier's Self-Service Portal	the portal hosted by the US Supplier that allows Users to self-serve requests and access to ESN Services (US Supplier's Self-Service Portal can be accessed using the self-service interface provided by the US Supplier);
User Acceptance Test or UAT	a Test Stage to enable the Authority to satisfy itself that the functionality and supportability of the ESN Tested Services are able to support the business process of User Organisations;
User Device	an Authority-approved mobile device, configured in accordance with Annex G — User Device Reference Configurations of Schedule 2.1 (Services Description), that connects to the Supplier Solution through the Mobile Network Radio Interface;
User Device Reference Configurations	the reference configurations for the different types of User Devices in use, as defined by Annex G — User Device Reference Configurations of Schedule 2.1 (Services Description);
User Device Type Approval Service	the service provided by the Supplier that is defined in Paragraph 6.10 of Schedule 2.1 (Services Description);
User Device Type Approval Specification	the specification provided by the Supplier that is defined in Paragraph 6.10 of Schedule 2.1 (Services Description);

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Defined Term	Definition
Users' Mobile Subscriptions	shall have the same meaning as User Subscription;
User Organisation Order Contract	has the meaning given in Paragraph 1.2 of Schedule 12 (ESN User Organisation Purchase Terms);
User Organisations	an organisation authorised to use the ESN Services, listed in Annex A — User Organisations of Schedule 2.1 (Services Description);
User Plane Function	means a 5G Core Network function as defined in 3GPP;
User Pre-Emption Rights	a parameter that defines a User's rights to pre-empt lower priority Users; the rights for each Bearer Type is defined in Annex H – Bearer and Connection Types of Schedule 2.1 (Services Description);
User Priority	the level of priority set against the User Subscription that is used to provide further granularity of priority within each Bearer Type, including use of ARP; this User Priority may be set differently per Bearer Type;
User Specific Testing	Testing of the Supplier Solution carried out by the User and or the Authority, this can include bulk data sets such as data gathered as part of the ESN Product Assure 1.0 and Assure 2.0 (or other testing activity);
User Subscription	subscription to access the Mobile Communications Services that may be shared with multiple Users or belong to a single User;
User Subscription Profile	the settings a User Subscription has that are set in the Mobile Subscriber Server;
US-MS Interface	the interface between the US Supplier Solution and the Supplier Solution;
US-MS Physical Interface	the physical interface between the US Supplier and the Supplier that allows transfer of signalling and traffic between the US Supplier and the Supplier;
UTC	coordinated universal time, being the reference and primary global time standard to ensure the alignment of clocks and time everywhere;
Valid SC Invoice	has the meaning given to it in Clause 15.27;
Variation of Price Changes (VOP)	as defined in Paragraph 9.2 of Part 2 of Schedule 7.1 (Charges and Invoicing);
VAT	value added tax as provided for in the Value Added Tax Act 1994;
VCSE	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
VEAT Notice	means a Voluntary Ex Ante Transparency Notice published by the Authority on 31 July 2024 under reference number 2024/S 000-024046 to give notice to the public of its intention to directly award a new contract to the Supplier;

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Defined Term	Definition
Vehicle	a land-based road vehicle operated by a User Organisation including, without limitation, a truck, van, motor car and motorcycle;
Vehicle Coverage	the geographical area where a User Device, equivalent to the vehicle configuration characteristics defined in Annex G — User Device Reference Configurations of Schedule 2.1 (Services Description), can access the Mobile Communications Services at the Minimum Data Rates specified in Annex F — Minimum Data Rates of Schedule 2.1 (Services Description);
Vehicle User Device	a User Device equivalent to the vehicle configuration characteristics defined in Annex G — User Device Reference Configurations of Schedule 2.1 (Services Description), fitted to land-based road vehicles, including a truck, van, motor car and motorcycle operated by a User Organisations;
Verification Period	in relation to an Allowable Assumption, the period from (and including) the Effective Date to (and including) the date at which the relevant Allowable Assumption expires, on the date as set out against the relevant Allowable Assumption in column 11 of Table 1 in in Annex 2 of Schedule 7.1 (Charges and Invoicing);
Vertical Verification	the vertical optimisation of the performance of the MCX across device, application and network;
Virtual Library	means the data repository hosted by the Authority containing the information about this Agreement and the Services provided under it in accordance with Schedule 8.4 (Reports and Records Provisions);
VPLMN Functions	means Visited Public Land Mobile Network functions as defined in the 3GPP standards;
vRAN	means virtualised radio access network;
Weighting Factor	for each Performance Indicator, the value (expressed as a percentage) described as the Weighting Factor in the descriptors of such Performance Indicator set out in Part C of Schedule 2.2 (Performance Levels);
WiFi	a wireless communications technology for data exchange, based on IEEE 802.11;
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales;
X2	shall be as defined in 3GPP;

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