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Schedule 4.3 - ESMCP Mobile Services Agreement

Sub-contractors

Version 1.0

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CHANGE HISTORY

| Version No. | Effective Date of agreement / CAN | Version / Details of Changes included in Update | Author(s) |
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1 Key Sub-contractors

- 1.1 For the purposes of Clause 15.9 the Supplier shall notify the Authority in writing by the Effective Date (if already appointed) or in advance of entering into the relevant Sub-contract (if proposed to be appointed) of any Sub-contractor or proposed Sub-contractor which in the opinion of the Supplier (acting reasonably) is likely to be a Key Sub-contractor. In accordance with Clause 15.10 (Appointment of Key Sub-contractors), the Supplier is entitled to Sub-contract its obligations under this Agreement to the Key Sub-contractors listed in the table below.
- 1.2 The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Authority after the Effective Date for the purposes of the delivery of the Services, and to record the inclusion of relevant contract terms within the relevant Sub-contracts.
- 1.3 For the avoidance of doubt, in applying part (b) of the definition of Key Sub-Contractor and the definition of ESN Sub-contract, the Authority anticipates that different measures may be relevant in determining the relevant apportionment of the services under, or value of, a Sub-contract that are attributable to the delivery of ESN Services, such as turnover, number of users, number of connections, or a volume based or other metric. The Supplier must agree with the Authority the appropriate apportionment rationale in the circumstances.

By way of example only, if:

- a Sub-contractor is providing services to the Supplier in connection with the Services; and
- such services were being provided prior to the Supplier anticipating entering into this Agreement for the general benefit of all the Supplier's customers; and
- there has been either no increase in the Sub-contractor's charges for such services, or an increase that is proportional to the increase in the appropriate measure of apportionment or services or value as a result of the provision by the Supplier of the Services,

then the charges for such established services are unlikely to meet the thresholds in the definition at the time of contract signature for Key Sub-Contractor or ESN Sub-contract unless, respectively, the increase in value of the Sub-contract represents at least [REDACTED] of the forecast Charges or the ESN Services represent at least [REDACTED] of Supplier's business, by the measure of apportionment used.

- 1.4 In light of, but without prejudice to the foregoing Paragraphs of this Schedule, the following Sub-contractors are classified as Key Sub-contractors as at the Effective Date:

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| Key Sub-contractor name and address (if not the same as registered office) | Registered office and company number | Related product/Service description | Key Sub-contract price expressed as a percentage of total projected Charges over the Term | Key role in delivery of the Services | Current Credit Rating | Contact and Telephone Number | Quality | Flow Down Terms (including, if applicable, exceptions where the Key Sub-contract does not include all provisions required under Clause 15.11, and the Authority has provided its written consent to the exceptions) | Confidential Information to be shared |
|--|--------------------------------------|---|---|---|--|--|---|---|---------------------------------------|
| [REDACTED] | [REDACTED] | RAN support services Core Network and support services | Over 10% | RAN support services Core Network and support services | Moody's Corporate Credit Rating: Ba2 (updated Nov 18) Outlook: Stable Standard & Poor's Corporate Credit Rating : BBB (updated Nov 16) Outlook :Stable Equifax | [REDACTED] [REDACTED] [REDACTED] | CERTIFICATES ACHIEVED: ISO14001 Certified on over 81% of sites ISO27001 Certified on over 81% of sites LEED Certification ECOVADIS: RATING – GOLD | Subject to incorporation of the flow down terms in accordance with Paragraph 3 of this Schedule 4.3 (Sub-contractors), the Supplier can confirm that all other appropriate flow down terms required by and in accordance with Clause 15.11 are included in the Sub-contract, including the Security | [REDACTED] |













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2 Sub-contractors

2.1 The Parties agree that they will update this Schedule periodically to record any Sub-contractors appointed by the Supplier after the Effective Date for the purposes of the delivery of the Services, and to record the inclusion of relevant contract terms within the relevant Sub-contracts.

| Sub-contractor name and address (if not the same as registered office) | Registered office and company number | Related product/Service description | Role in delivery of the Services | Contact and Telephone Number | Flow Down Terms (including, if applicable: (i) exceptions where the Sub-contract does not include suitable provisions required under Clause 15.5(d), and the Authority has not objected to the appointment of the Sub-contractor pursuant to Clause 15.7; or (ii) Sub-contracts which are a Specified Sub-contract and are subject to the Paragraph 3 of this Schedule 4.3 (Sub-contractors)). |
|---|--------------------------------------|--|---|------------------------------|---|
| TBA (The Supplier has not yet awarded these contracts). | | In-vehicle Gateway and devices | | | |
| | | Fixed and temporary mobile generator service | Supply, Install and Maintain Fixed Generators on site. Supply Mobile Generators as a service as and when required. | | Subject to incorporation of the flow down terms in accordance with Paragraph 3 of this Schedule 4.3 (Sub-contractors), the Supplier can confirm that all other appropriate flow down terms required by and in accordance with Clause 15.5(d) are included in the Sub-contract, including the Security Management requirements. |

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| |  | | | | |
|  |   | Satellite Backhaul – fixed, portable and RRV kit and satellite capacity | Provide Satellite equipment (possibly install) for sites and RRV (Rapid Response Vehicles) and provide ongoing Capacity to be used to Backhaul traffic |    | Subject to incorporation of the flow down terms in accordance with Paragraph 3 of this Schedule 4.3 (Sub-contractors), the Supplier can confirm that all other appropriate flow down terms required by and in accordance with Clause 15.5(d) are included in the Sub-contract, including the Security Management requirements. |
|  |  | COTS Service Management Tool, which will integrate into existing systems for ESN and BAU 4G tickets | Provider of the Service Management Tool |    | Subject to incorporation of the flow down terms in accordance with Paragraph 3 of this Schedule 4.3 (Sub-contractors), the Supplier can confirm that all other appropriate flow down terms required by and in accordance with Clause 15.5(d) are included in the Sub-contract, including the Security Management requirements. |

| | | | | | | |
|-------------------|--|-------------------|--|--|-------------------|---|
| <p>[REDACTED]</p> | | <p>[REDACTED]</p> | <p>Acquisition, planning and design services to new cell sites</p> | <p>Acquisition, planning and design services to new cell sites</p> | <p>[REDACTED]</p> | <p>Subject to incorporation of the flow down terms in accordance with Paragraph 3 of this Schedule 4.3 (Sub-contractors), the Supplier can confirm that all other appropriate flow down terms required by and in accordance with Clause 15.5(d) are included in the Sub-contract, including the Security Management requirements.</p> |
| <p>[REDACTED]</p> | | <p>[REDACTED]</p> | <p>Provision of services to provide ESN coverage within the HS1 tunnels specified in Annex E of Schedule 2.1</p> | <p>Provision of services to provide ESN coverage within the HS1 tunnels specified in Annex E of Schedule 2.1</p> | <p>[REDACTED]</p> | <p>Subject to incorporation of the flow down terms in accordance with Paragraph 3 of this Schedule 4.3 (Sub-contractors), the Supplier can confirm that all other appropriate flow down terms required by and in accordance with Clause 15.5(d) are included in the Sub-contract, including the Security Management requirements.</p> |

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| <div>██████████</div> | <div>██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████</div> | Enclosures (including foul weather enclosures for cabinets) | Enclosures (including foul weather enclosures for cabinets) | <div>██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████</div> | Subject to incorporation of the flow down terms in accordance with Paragraph 3 of this Schedule 4.3 (Sub-contractors), the Supplier shall incorporate all other appropriate flow down terms required by and in accordance with Clause 15.5(d), including the Security Management requirements, in the Sub-contract prior to the Effective Date. |
| <div>██████████</div> | <div>██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████</div> | Provision of Network Tower build and design. | Provision of Network Tower build and design. | <div>██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████</div> | Subject to incorporation of the flow down terms in accordance with Paragraph 3 of this Schedule 4.3 (Sub-contractors), the Supplier can confirm that all other appropriate flow down terms required by and in accordance with Clause 15.5(d) are included in the Sub-contract, including the Security Management requirements. |

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| | | | | | including the Security Management requirements. |
|--|--|--|--|--|---|

Schedule 4.3: Table 2.1, Notified Sub-contractors

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3 Notified Sub-contractors

3.1 Certain Sub-contractors provided services to the Supplier as part of the 'Services' (as defined in the Terminated Agreement) under the Terminated Agreement and continue to provide services to the Supplier as part of the Services delivered under this Agreement under a single Sub-contract covering both services under the Terminated Agreement and the services under this Agreement, and such single Sub-contract was entered into prior to the Effective Date (such Sub-contractors to be referred to as the "**Specified Sub-contractors**" and such Sub-contracts to be referred to as the "**Specified Sub-contracts**").

3.2 To the extent that the Supplier is not fully compliant with the Specified Clauses in respect of a Specified Sub-contract, Paragraphs 3.3 and 3.4 shall apply.

3.3 Subject to Paragraph 3.4, from and including the Effective Date until the earlier of:

3.3.1 the Supplier's compliance with each Specified Clause in respect of the Specified Sub-contracts; and

3.3.2 three (3) years from and including the Effective Date;

(the "**Relief Period**"), the following relief will be granted to the Supplier in respect of Clause 15.13(f) (last sentence only), Clause 15.14 and Clause 15.29(a)(iii) ("**Specified Clauses**") in respect of the Specified Sub-contracts only:

- (a) in relation to Clause 15.13(f), for the Relief Period for any contracts entered into by the Sub-contractor prior to the date of the relevant ESN Sub-contract, the Supplier shall only be required to require the Sub-contractor to use reasonable endeavours to include a clause to the same effect as Clause 15.13 in those contracts;
- (b) for Clause 15.14, for the Relief Period the Supplier shall only be required to use reasonable endeavours to ensure that all ESN Sub-contracts entered into before the Effective Date contain the provisions in Clause 15.14;
- (c) for Clause 15.29(a)(iii), for the Relief Period the Authority may require the Supplier to terminate a Sub-contract under Clause 15.29(a)(iii) where the relevant Sub-contractor has failed to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour Law:

(i) in any material respect; or

(ii) which has a negative impact on the reputation of the Authority,

and such failure has not been remedied within thirty (30) days of notice by the Authority,

(such relief defined as "**Temporary Specified Relief**"). The Temporary Specified Relief does not affect any other rights or remedies the Authority may have in relation to a Specified Sub-contract and/or in relation to the Specified Clauses.

3.4 As each Specified Clause is complied with in respect of each Specified Sub-contract (including for example inserting provision(s) to the Specified Sub-contracts to flow down such Specified Clause), the Temporary Specified Relief in relation to that Specific Clause in such Specified

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Sub-contract shall automatically end. All Temporary Specified Relief shall in any event automatically end on and including three (3) years from and including the Effective Date.

3.5 If the Supplier is not compliant with any of the Specified Clauses in respect of the Specified Sub-contracts before three (3) years from and including the Effective Date, then such non-compliance in respect of the Specified Sub-contracts shall constitute a material Default which is irremediable.

3.6 The Authority agrees that the wording used by the Supplier in respect of the Specified Sub-contracts to flow down the Specified Clause may differ from the wording present in the Specified Clause, save that the obligation in this Agreement shall remain the same.

3.7 **Reporting & Escalation.** The Supplier shall:

3.7.1 produce a report and submit this for review to the Authority no less than six (6) months from the Effective Date (and once every six (6) months thereafter, and on the date three (3) years from and including the Effective Date), analysing whether the Specified Sub-contracts are compliant with the Specified Clauses and identifying any gaps (the “**Extended Flow Down Report**”). The Extended Flow Down Report shall include, in relation to each Specified Sub-contract:

- (a) the identity of the Specified Sub-contractor;
- (b) full details of how the Specified Sub-contract relates to this Agreement and the Services;
- (c) the duration of its agreement with the Supplier, and when the Specified Sub-contract may next be available for renewal or variation (and any related details of requirements for renewal/variation);
- (d) a list of the requirements in the Specified Clauses that are already flown down or partially flown down in each Specified Sub-contract based on the Specified Clauses excluding the Temporary Specified Relief;
- (e) a list of the requirements in the Specified Clauses that are not flown down in each Specified Sub-contract based on the Specified Clauses excluding the Temporary Specified Relief;
- (f) confirm the Supplier’s progress on this since the last Extended Flow Down Report, including informing the Authority which Specified Clauses have been complied with in which Specified Sub-contracts in the previous six (6) months; and
- (g) a plan for how the Supplier will ensure the Specified Sub-contracts are compliant with the Specified Clauses before three (3) years from the Effective Date, to include progress and reporting deadlines, and including the requirements specified at Paragraphs 3.7.2, 3.8 and 3.9;

3.7.2 negotiate to flow down the Specified Clauses into the Specified Sub-contract at the earlier of (which shall be reflected in the Extended Flow Down Report):

- (a) the earliest available opportunity to re-negotiate the Specified Sub-contracts (which for the avoidance of doubt shall include any variation to a Specified Sub-contract); and
- (b) upon renewal of the Specified Sub-contract; and

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- (c) the date no later than twenty-four (24) months from the Effective Date; and
- 3.7.3 in good faith, commit significant efforts to ensuring the Specified Sub-contracts are compliant with the Specified Clauses before three (3) years from the Effective Date.
- 3.8 If after committing significant efforts to ensuring the Specified Sub-contracts are compliant with the Specified Clauses, there is a Specified Clause which is unlikely to be flown down to any Specified Sub-contract by the deadline of [REDACTED] from the Effective Date, the Supplier shall refer the relevant details to the Supplier's Commercial Director without delay and in any event by no later than [REDACTED] from the Effective Date, who shall use reasonable endeavours to ensure the Specified Sub-contracts are compliant with the Specified Clauses as soon as possible.
- 3.9 Where the method outlined in Paragraphs 3.7.2, 3.7.3 and 3.8 have not resulted in the Supplier being compliant with the Specified Clauses in the Specified Sub-contracts, and in any event if by thirty (30) months from the Effective Date the Authority has not received confirmation (whether in an Extended Flow Down Report or otherwise) from the Supplier that the Specified Clauses are all complied with in respect of all Specified Sub-contracts and hence the Temporary Specified Relief is no longer required, then:
- 3.9.1 the Authority may escalate the matter to the Authority's Commercial Director to discuss progress with the Supplier's Commercial Director; and
- 3.9.2 the Authority's Commercial Director may, but shall not be obligated to, contact the Specified Sub-contractor(s) directly to request that the relevant Specified Clauses are included in the relevant Sub-contract(s).

Annex 1 - Excluded Sub-contractor List

The Supplier's Excluded Sub-contractors referred to in Clause 15.17 are set out at Paragraphs (1) and (2) below.

1. Approved Excluded Sub-contractors with payment terms agreed with EEL are as follows:

- 1.1. [REDACTED]
- 1.2. [REDACTED]
- 1.3. [REDACTED]
- 1.4. [REDACTED]
- 1.5. [REDACTED]
- 1.6. [REDACTED]
- 1.7. [REDACTED]
- 1.8. [REDACTED]
- 1.9. [REDACTED]
- 1.10. [REDACTED]
- 1.11. [REDACTED]
- 1.12. [REDACTED]
- 1.13. [REDACTED]
- 1.14. [REDACTED]
- 1.15. [REDACTED]
- 1.16. [REDACTED]
- 1.17. [REDACTED]

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- 1.18. [REDACTED]
- 1.19. [REDACTED]
- 1.20. [REDACTED]
- 1.21. [REDACTED]
- 1.22. [REDACTED]
- 1.23. [REDACTED]
- 1.24. [REDACTED]
- 1.25. [REDACTED]
- 1.26. [REDACTED]
- 1.27. [REDACTED]
- 1.28. [REDACTED]

2. Approved Excluded Sub-contractors with payment terms agreed with BT Plc are as follows:

- 2.1. [REDACTED]
- 2.2. [REDACTED]
- 2.3. [REDACTED]
- 2.4. [REDACTED]
- 2.5. [REDACTED]
- 2.6. [REDACTED]
- 2.7. [REDACTED]
- 2.8. [REDACTED]
- 2.9. [REDACTED]
- 2.10. [REDACTED]
- 2.11. [REDACTED]
- 2.12. [REDACTED]
- 2.13. [REDACTED]
- 2.14. [REDACTED]
- 2.15. [REDACTED]
- 2.16. [REDACTED]
- 2.17. [REDACTED]
- 2.18. [REDACTED]
- 2.19. [REDACTED]
- 2.20. [REDACTED]
- 2.21. [REDACTED]
- 2.22. [REDACTED]
- 2.23. [REDACTED]
- 2.24. [REDACTED]
- 2.25. [REDACTED]
- 2.26. [REDACTED]
- 2.27. [REDACTED]
- 2.28. [REDACTED]
- 2.29. [REDACTED]
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- 2.34. [REDACTED]
- 2.35. [REDACTED]
- 2.36. [REDACTED]
- 2.37. [REDACTED]
- 2.38. [REDACTED]
- 2.39. [REDACTED]
- 2.40. [REDACTED]
- 2.41. [REDACTED]
- 2.42. [REDACTED]
- 2.43. [REDACTED]
- 2.44. [REDACTED]
- 2.45. [REDACTED]

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3. Entites on the list of Excluded Sub-contractors in Paragraphs (1) and (2) of this Annex 1 shall be subject to [REDACTED] for ESN related services provided in accordance with Clause 15.15(d)(i), including (without limitation) the following entites from Paragraphs (1) and (2) of this Annex 1:

- 1.8 [REDACTED]
- 1.27. [REDACTED]
- 2.16. [REDACTED]
- 2.45. [REDACTED]
- 2.89. [REDACTED]
- 2.120. [REDACTED]

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