Schedule 4.3 - Lot 3

Notified Key Sub-contractors

Version 4.0

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CHANGE HISTORY

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4.0	12.11.15	Execution version	ESMCP	36020948.17

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1 Notified Key Sub-contractors

1.1 For the purposes of Clause 15.6 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 15.7 (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 For the purposes of Clause 15.8, the Authority gives its written consent to the inclusion in or exclusion from the relevant Key Sub-contract (as applicable) of the flow down provisions set out in the Table 1.1 below from the list in Clause 15.8. Notwithstanding anything else to the contrary in the Agreement, the Authority hereby gives its written consent (for the purposes of Clause 15.8) to the Supplier using its best endeavours to include the flow down provisions listed in Clause 15.8 into (a) new Sub-contracts made with any Key Sub-contractor(s) listed in Table 1.1; and (b) new Sub-contracts made with the Supplier's sub-contractors existing at the Effective Date and which are subsequently designated as Key Sub-contractors in accordance with the terms of the Agreement, for the provision of services which are enhancements of or the same as, or materially similar to, the services provided under those Sub-contractors' existing Sub-contracts. For the avoidance of doubt, for all other Key Sub-contractors the provisions in Clause 15.8 continue to apply.

1.3 The Parties agree that for the purposes of Clause 21.5 Supplier Personnel shall be construed to include relevant Key Sub-contractor personnel and the Supplier's network sharing partners who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier’s obligations under this Agreement, and that accordingly the Supplier may share Authority Confidential Information listed in the table below with the Key Sub-contractor in connection with the provision of the Services.

1.4 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.

1.5 For the avoidance of doubt, in applying part (ii) 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.

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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 10% of the forecast Charges or the ESN Services represent at least 50% of Supplier's business, by the measure of apportionment used.

1.6 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 of terms [Indicate if possible to flow down (a) all; (b) some (including relevant details); (c) none of relevant terms required under Clause 15.8]	Confidential Information to be shared
Ericsson Ltd and any of its Sub-contractors/ Key Sub-contractors used for delivery of the relevant Services	00942215 UNIT 4 MIDLETON GATE, GUILDFORD BUSINESS PARK, GUILDFORD, SURREY GU2 8SG	RAN support services Core Network and support services	Over 10%	RAN support services Core Network and support services	**Moody's** Corporate Credit Rating: **Baa1** Outlook: **Stable** **Standard & Poor's** Corporate Credit Rating : **BBB+**	[…..✂…..]	CERTIFICATES ACHIEVED: ISO14001 Certified on over 81% of sites ISO27001 Certified OHSAS Certified on over 81% of sites LEED Certification ECOVADIS: RATING – GOLD	The Supplier will attempt to flow down all (a) clause 15.8 terms into its contract.	Site details i.e. Site address, Site contact details and access information to Sites – location of Authority Points of Interconnect All of the above will need to be held in tools and systems (spectrum / ADC build). <u>Technical information</u> Site configuration and data fill information. Technical specifications Technical manuals

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					Outlook : **Stable** **Equifax** Score: 60 Rating: C+ **Experian** Score: 84/100 Rating: 4* Band: Low risk **Dun & Bradstreet** N/A				High level and low level designs for any solutions for which the Supplier's needs support <u>Operational processes</u> Authority strategic locations and sites, Planned Events, Special Coverage Locations and ESN Specific Sites that will need to be supported by Ericsson. Call off and deployment of Mobile Base Stations as requested by the Authority Incidents / Changes that will affect the Sites and the Services.

Schedule 4.3: Table 1.1, Notified Key Sub-contractors

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2 Notified Sub-contractors

2.1 For the purposes of Clause 15.2, the Authority gives its written consent to the inclusion or exclusion, as applicable, of the relevant provisions required by Clause 15.2 (to be included in Sub-contracts) as set out in the table below.

2.2 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 of terms** **[Indicate if possible to flow down (a) all; (b) some (including relevant details); (c) none of relevant terms required under Clause 15.2]**
Parallel Wireless Inc. and any of its Sub-contractors used for delivery of the relevant Services	US Federal tax ID: 45-5356652 Tara Blvd, Suite 404 Nashua, NH-03062, USA	Gateway software and in-vehicle device provider	Gateway software and in-vehicle device provider	[…..✂…..]	The Supplier will attempt to flow down (a) all clause 15.2 terms into that contract.
TBA (The Supplier has not yet awarded these contracts).		Batteries, Fixed generators, Mobile generators, Rapid response vehicles, Satellite backhaul, Air to Ground (if awarded to a new subcontractor to the Supplier)			The Supplier will attempt to flow down (a) all clause 15.2 terms into these contracts.

Schedule 4.3: Table 1.2, Notified Sub-contractors

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