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## Schedule 4.2 - ESMCP Mobile Services Agreement

### Commercially Sensitive Information

**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)
1.0	01/12/2024	Execution version	ESMCP

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**1 Commercially Sensitive Information**

1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below (please see the column "**Duration of Confidentiality**").

1.3 Without prejudice to:

- (a) the Authority's obligation to disclose Information in accordance with FOIA and
- (b) Clause 20 (Confidentiality); and
- (c) Clause 21 (Freedom of Information); and
- (d) Transparency Reports and Publishable Performance Information but always subject to clause 20.9.

the Authority will, in its sole discretion and acting reasonably, seek to apply the relevant exemption set out in the FOIA to the information listed in the table below.

1.4 Information listed at rows 3; 9; 11; 12; 18; and 19 in the table at Paragraph 1.1 of Schedule 4.2 (Commercially Sensitive Information) of the Terminated Agreement, shall without cessation or break, continue to be treated as Commercially Sensitive Information in accordance with the terms of the Terminated Agreement up to the date of termination of the Terminated Agreement, after which point, for the period from the Effective Date to [REDACTED]

[REDACTED] only the types of information listed in rows 3; 6; 11 and 12 below that were provided to the Authority under the Terminated Agreement prior to the Effective Date shall be treated as Commercially Sensitive Information under the Terminated Agreement and shall survive termination of the Terminated Agreement for the duration specified in this Paragraph 1.4. The Parties acknowledge and agree that this Paragraph 1.4 shall apply notwithstanding the termination of the Terminated Agreement, and any conflicting terms in the STA on the survival of the rows referred to above.

1.5 Changes to the list of Commercially Sensitive Information included within the table at paragraph 1.6 shall be agreed between the Parties in accordance with the Change Control Procedure.

1.6 In relation to this Agreement the Supplier has designated the following items as Commercially Sensitive Information:





No.	Date	Item(s)	Duration of Confidentiality
1	From Effective Date	<b>Commercially sensitive information</b> in the Heads of Terms:  Pricing and financial information including tariffs, day rates and all pricing assumption related information, as well as coverage provision related information and assumptions and any other information specified in the Heads of Terms as being commercially sensitive.	[REDACTED]

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2	From Effective Date	<p><b>Commercially sensitive information including proprietary technical intellectual property, coverage capacity and service data provided via the Coverage Portal and network design information:</b></p> <p>Schedule 4.1, section 3 Coverage Across Great Britain including but not limited to, specific details about EE's network capacity, configuration, test results, reports, and development</p> <p>Section 4, Coverage in the extended area</p> <p>Section 7 Availability and Capacity.</p> <p>Section 9, Management Reporting and Event Logging</p> <p>Section 10, Document Management</p> <p>Section 11, Billing Services</p> <p>Section 12, Optional Services</p> <p>Section 13, coverage enhancement locations</p> <p>Section 14, coverage in the London Underground</p> <p>Section 15, Optional Services Catalogue</p>	
3	From Effective Date	<p><b>Commercially sensitive financial information and arrangements with joint venture partners, shareholders and suppliers:</b></p> <p>Any commercially sensitive information relating to the arrangements between the Supplier, its suppliers, shareholders and joint venture partners.</p>	
4	From Effective Date	<p><b>Commercially sensitive information including proprietary technical intellectual property and network design information:</b></p> <p><b>Schedule 4.1</b></p> <p>Section 5 Mobile Communication Services</p> <p>Section 6 Technical Interfaces</p> <p>Section 8 Service Management</p>	
5	From Effective Date	<p><b>Commercially sensitive information including proprietary technical intellectual property and security information:</b></p> <p>All commercially sensitive elements of reports and information provided in compliance with Schedule 8.4 prior to the Effective Date</p>	

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6	During or after the Term	<p><b>Commercially sensitive arrangements with joint venture partners, shareholders and suppliers:</b></p> <p>Commercially sensitive Information provided to the Authority whether on or after the Effective Date in respect of which EE owns an obligation of confidence to a third party and which is marked as 'commercially sensitive'</p>	
7	From Effective Date	<p><b>Commercially sensitive information including proprietary technical intellectual property and security information:</b></p> <p>Commercially sensitive process and procedure documents, reports produced during performance of the Services, asset register, and content of databases (e.g. CMDb) or other service management systems (e.g. network event logs).</p>	
8	From Effective Date	<p><b>Commercially sensitive information including proprietary technical intellectual property and security information:</b></p> <p>Commercially sensitive network data outputs including Telecommunications Data e.g. Communication Data Records (CDRs), operational data and event logs.</p>	
9	From Effective Date	<p><b>Commercially sensitive information including proprietary technical intellectual property and network design information:</b></p> <p>EE network coverage details: current and planned coverage maps, link budgets, design, specification, reports and development plans.</p>	
10	From Effective Date	<p><b>Commercially sensitive information including proprietary technical intellectual property, security and network design information:</b></p> <p>Details of EE network and resilience, including any performance results or other reports. Including and not limited to SLA reports, incident reports. Percentages and timings in relation to any performance indicator specified in Schedule 2.2. For the avoidance of doubt, the references to performance results, performance indicators and corresponding reports in this row 16 excludes the information listed at Paragraph 1.3(d) of this Schedule 4.2).</p>	
11	From Effective Date	<p><b>Confidential financial information and arrangements with joint venture partners, shareholders and suppliers:</b></p> <p>Any and all confidential financial information of EE, its Affiliates, its network partners, its Sub-contractors and Key Sub-contractors.</p>	

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12	From Effective Date	<p><b>EE considers that the following information is likely to contain a mixture of commercially sensitive information including proprietary intellectual property, security information, network design and operation information, financial information, information about arrangements with network partners, suppliers and shareholders and trade secrets:</b></p> <p>(a) commercially sensitive information notified to the Authority or which is marked as 'commercially sensitive' information'; or</p> <p>(b) that would be regarded as commercially sensitive information by a reasonable business person relating to:</p> <p>(i) the business, affairs, customers, suppliers, plans, or market opportunities of the Supplier, its Affiliates, network partners, Sub-contractors and Key Sub-contractors; and</p> <p>(ii) the operations, processes, service information, know-how or trade secrets of Affiliates, network partners, Sub-contractors and Key Sub-contractors;</p> <p>and any information or analysis derived from such commercially sensitive information.</p>	
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Schedule 4.2: Table 1.6, Commercially Sensitive Information