

MASTER SITE SHARE AGREEMENT

for the use of site share facilities for air to ground communications

dated 12 day of March 2020

BETWEEN

SECRETARY OF STATE FOR THE HOME DEPARTMENT

whose registered office is
2 Marsham Street, London, SW1P 4DF
(**"Customer"**)

and

ARQIVA LIMITED (Registered Number: 02487597) (**"AL"**)
ARQIVA SERVICES LIMITED (Registered Number: 03196207) (**"ASL"**)
ARQIVA NO 2 LIMITED (Registered Number: 03922958) (**"A2L"**)
ARQIVA NO 3 LIMITED (Registered Number: 02973983) (**"A3L"**)
ARQIVA AERIAL SITES LIMITED (Registered Number: 01460772) (**"AASL"**)

All whose registered office is
Crawley Court, Winchester, Hampshire SO21 2QA
(together **"Arqiva Providers"**)

(together the **"Parties"**, or each a **"Party"**).

SIGNING SECTION (this **"Signing Section"**)

BACKGROUND:

(A) The Arqiva Providers are a group of communications companies and site portfolio providers engaged in the provision of network infrastructure services for operators of mobile wireless and other communications services.

(B) Customer is authorised to use a spectrum licence for use on air to ground applications and requires its Operating Contractor of choice, which is EE as at the Master Site Share Agreement Effective Date, to operate the air to ground network. Customer uses Facilities at a number of the Sites. Customer wishes to retain, install and use Customer Equipment on transmission masts, towers or other suitable structures within the Sites for the purposes of the provision and operation of an air to ground network.

(C) The Parties wish to record in this Master Site Share Agreement on a legally binding basis the terms of their agreement as to Customer's continuing enjoyment of the Facilities at certain Sites (where relevant) and the terms under which additional sites will be made available and utilised by Customer.

IT IS AGREED AS FOLLOWS:

1. The Arqiva Providers will permit the shared use and occupation of the Arqiva Providers' Sites (as described in the Facilities Charts) by Customer and Customer will use and occupy the Arqiva Providers' Sites in accordance with and subject to the terms and conditions set out in the following documents:

- 1.1 Master Site-Share Agreement General Conditions (Customer Issue 1.2020 (with Site Share Ratecard)) (a copy of which is attached as Annex 1) (the **"General Conditions"**);
- 1.2 the Facilities Charts; and
- 1.3 the Special Conditions; and
- 1.4 the Access Policy; and
- 1.5 the Termination Notices; and
- 1.6 the Site Share Ratecard,

as each term is defined in the General Conditions (collectively referred to as the "**Master Site Share Agreement**" or "**MSSA**")

2.

2.1 The documents comprising the Master Site Share Agreement will take precedence over each other in the following order, commencing with the highest order of precedence first:

- (a) this Signing Section;
- (b) the Special Conditions (but excluding the Access Policy if referred to in the Special Conditions);
- (c) the Facilities Charts (other than the Special Conditions);
- (d) the General Conditions;
- (e) the Site Share Ratecard; and
- (f) the Access Policy.

2.2 In the event of any conflict or discrepancy between any terms and conditions contained in the documents referred to in clause 2.1 above, the document with the higher order of precedence will be definitive and its terms and conditions will be deemed to supersede and replace the relevant conflicting terms and conditions in the document with lower precedence.

Signed by
for and on behalf of
SECRETARY OF STATE FOR THE HOME DEPARTMENT

Signature

Signed by
for and on behalf of
Arqiva Limited

Signature

Signature

Signed by
for and on behalf of
Arqiva Services Limited

Signature

Signature

Signed by
for and on behalf of
Arqiva No 2 Limited

Signature

Signature

Signed by
for and on behalf of
Arqiva No 3 Limited

Signature

Signature

Signed by
for and on behalf of
Arqiva Aerial Sites Limited

Signature

Signature

Annex 1
The Master Site Share Agreement General Conditions (Customer Issue 1.2020 (with
Site Share Ratecard))

“General Conditions”

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these General Conditions except where the context otherwise requires the following definitions apply:

“Access and Supervision Fees” means Additional Fees payable by Customer for permits issued to Customer by the Arqiva Providers pursuant to the provisions of the Access Policy, including any fixed annual fees;

“Access Policy” means the Arqiva Site Access Policy, Version EI-SD-002 v1.0 which governs the procedures and regulations in connection with the issuing of permits to Customer and any Nominated Contractor to regulate, control and/or restrict access to all and/or certain parts of a Site, specifies additional precautions and procedures for safe Working at Heights as may be amended from time to time by the Arqiva Providers acting reasonably and in accordance with good market practice (particularly in relation to any Access and Supervision Fees);

“Access Design and Build Agreement” or **“ADBA”** means in relation to any Site any access, design and build agreement separately entered into between the Arqiva Providers and Customer from time to time and which sets out the terms and conditions upon which access, design, build, planning, installation, rigging and/or relocation works and services are to be procured and performed at that Site;

“Additional Fees” means payments other than the Charges, arising under the Master Site Share Agreement, including Access and Supervision Fees, recovery of business rates and

“Agreed Exposure Density” means the maximum Exposure Density of the Customer Equipment, agreed by the Customer and the Arqiva Providers as being, as at the date of the Access and Design Offer for Work Stages A - D, the maximum Exposure Density which, when taken together with the Exposure Density any existing telecommunications apparatus located at the Site (including any apparatus belonging to other users), will not result in the Customer Equipment causing the aggregate Exposure Density for all apparatus at the Site to exceed the ICNIRP limits or the recommendations and requirements of PHE from time to time, as appropriate;

“Applicable Law” means the laws of England and Wales (other than in relation to any Site situated in Scotland, Northern Ireland, the Isle of Man and the Channel Islands where the laws of the relevant jurisdiction shall apply) and the European Union and any other laws or regulations, regulatory policies, guidelines (including, without limitation, the exposure guidelines), determinations, conditions of regulatory approval, authorisations, licences or industry codes, from time to time which apply to any Party and/or any Site;

“Arqiva Data” means all data and information belonging to any Arqiva Provider and relating to such Arqiva Provider and their respective end users and clients, and their respective operations, facilities, clients, employees, assets and programs in whatever form that information may exist;

“Arqiva Materials” means software, equipment, databases, data, materials, designs, plans (including network plans), drawings, operating manuals, procedural manuals and other information or documents belonging to any Arqiva Provider disclosed by or on behalf of such Arqiva Provider for the purposes of, or relating to, the Master Site Share Agreement and/or the subject-matter of the Master Site Share Agreement;

“Arqiva Provider Contract Manager” means the person or persons named in clause 8 of each Facilities Chart or such other person or persons notified to Customer by the Arqiva Providers from time to time;

“Arqiva Provider Employees and/or Contractor” means any person or persons employed or engaged by the Arqiva Providers (including any third-party contractor appointed by the Arqiva Providers as Principal Contractor) to provide Build Services (as defined in the ADBA) to the Arqiva Providers and undertake Build Works (as defined in the ADBA) for or on behalf of the Arqiva Providers;

"Build Contract" has the same meaning as set out in the ADBA **"Build Services"** has the same meaning as set out in the ADBA **"Build Works"** has the same meaning as set out in the ADBA;

"Business Day" means any day (other than a Saturday, Sunday or public holiday in England) on which the main clearing banks in England are open for the full range of business;

"CDM Regulations" means the Construction (Design and Management) Regulations 2015;

"Charges" means the sums payable by Customer for use of the Facilities at a Site, initially fixed in accordance with the Site Share Ratecard, and as specified in clause 5 (a) of the relevant Facilities Chart, as reviewed in accordance with General Condition 11.2 or as otherwise agreed between the Parties;

"Central Government Body" means 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:

(a) Government Department;

(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

(c) Non-Ministerial Department; or

(d) Executive Agency;

"Charges Commencement Date" means the date specified in clause 3 of the relevant Facilities Chart;

"Code" means the Electronic Communications Code set out in Schedule 3A of the Communications Act 2003 as amended by Schedule 1 of the Digital Economy Act 2017;

"Common Payment Date" means 1st November 2020 and each anniversary of that date during the Master Site Share Agreement Term and "relevant Common Payment Date" will be construed accordingly;

"Common Review Date" means 1st November 2020 and each anniversary of that date during the Master Site Share Agreement Term and "relevant Common Review Date" will be construed accordingly;

"Confidential Information" means the terms of the Master Site Share Agreement and any secret or confidential commercial, financial, marketing, technical, know-how, trade secrets, employee and other information relating to any party, in any form or medium that is disclosed by one party to another party under or in connection with the Master Site Share Agreement, whether before or after the Master Site Share Agreement Effective Date, together with any reproductions of such information in any form or medium;

"CPI" means the figure of the consumer prices index as published by the Office For National Statistics or, if that monthly figure should cease to be published, such other figure issued from time to time by central government in the UK in substitution of it;

"Customer Data" means all data and information belonging to Customer and relating to Customer and its end-users and clients, and their respective operations, facilities, clients, employees, assets and programs in whatever form that information may exist;

"Customer Employees and/or Contractors" means:

(i) any employees of Customer; or

(ii) any persons providing services to Customer under contract,

employed by Customer to visit, supervise or perform any works or services at any Site and Customer Employees and/or Contractors will include where the context admits any Nominated Contractor;

"Customer Equipment" means, in respect of each Site, the equipment at each Site belonging to or installed by or on behalf of Customer for the Permitted Use as listed on the relevant Facilities Chart including but not limited to antennas, dishes, satellite dishes, feeders, outdoor units (ODUs), low noise amplifiers (LNAs), base station equipment (and any associated racking), plinths, associated telecommunication lines, power supply equipment (and any associated racking), lightning protection equipment, electricity meters and electricity cabinets and Moveable Equipment Cabins but, for the avoidance of doubt, excluding any Mast and any supporting steelwork;

"Customer Materials" means software, equipment, databases, data, materials, designs, plans (including network plans), drawings, operating manuals, procedural manuals and other information or documents belonging to Customer disclosed by or on behalf of Customer for the purposes of, or relating to, the Master Site Share Agreement and/or the subject-matter of the Master Site Share Agreement;

"Customer's Portion" has the meaning set out in General Condition 12.4.3;

"Data Controller" has the meaning set out in the Data Protection Legislation;

"Data Processor" has the meaning set out in the Data Protection Legislation;
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"Data Protection Legislation" means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018;

"Due Date" means in relation to any of the Charges, Additional Fees and any other payments due under this Master Site Share Agreement the commencement of the relevant charging period as described in the relevant Facilities Chart or, if not applicable, 30 days after the delivery of an invoice in respect of any Charges, Additional Fees and any other payments payable under the Master Site Share Agreement;

"Distributor" means, in England and Wales, the person licensed as an electricity distributor under Section 4(1)(bb) of the Electricity Act 1989, and in Northern Ireland, the person licensed as a public electricity supplier under Regulation 10(1)(c) of the Electricity (Northern Ireland) Order 1992, and whose distribution service area includes the relevant Site;

"Electricity Connection" means:

- (i) the connection of a power supply to a Site by way of a direct connection via a Statutory Undertaker to the Distributor; or
- (ii) a connection derived from a Landlord supply; or
- (iii) a generator (supplied at the Customer's cost) as specified in the relevant Facilities Chart;

"Electronic Communications Network" means (a) a transmission system for the conveyance, by the use of electrical, magnetic or electro-magnetic energy, of signals of any description; and (b) such of the following as are used, by the person providing the system and in association with it, for the conveyance of the signals

- (i) apparatus comprised in the system;
- (ii) apparatus used for the switching or routing of the signals; and
- (iii) software and stored data;

"Electronic Communications Service" means such telecommunications, broadcast or other electronic communications service for air to ground services (including any air to ground service by or on behalf of a broadcaster, a public telecommunications operator or other wireless service provider) as is permitted in accordance with the Customer Licence;

"Electricity Connection and Supply Agreement" or **"ECSA"** means the electricity connection and supply agreement entered into between the Arqiva Providers and Customer from time to time which sets out the terms and conditions upon which an Arqiva Provider will provide an Electricity Connection and/or electricity supply to the Customer Equipment at a Site;

"Equipment Housing" means any building or other permanent immovable accommodation or structure (including all or any part of any Mast) or cabin located on the Site belonging to or under the control of the Arqiva Provider and used to house any part of the Customer Equipment, as described in clause 10 of the relevant Facilities Chart;

"Exposure Density" means the maximum electric field strength values in dB microvolts per meter converted to power density in watts per square metre for operational electronic communications apparatus, as set out in the manufacturer's equipment specification for the relevant apparatus;

"Facilities" means the rights granted to Customer under this Master Site Share Agreement in relation to the Customer Equipment including such shared use by Customer in common with the relevant Arqiva Provider or any third party authorised by the Arqiva Provider of part or parts of a Site, the Mast (and any antennas belonging to the Arqiva Provider specified for this purpose) and the Equipment Housing and (where applicable) any Shared Antennas, as such rights are more particularly described in General Condition 2 and in the relevant Facilities Chart;

"Facilities Chart" means any individual licence granted by the Arqiva Provider to Customer in respect of a Site and setting out the Customer Equipment and the Facilities to be provided at that Site, the form of which is contained in Annex 3, including any replacements of a Facilities Chart and any Termination Notices issued in connection with the Facilities (if any) appended from time to time in accordance with the provisions of the General Conditions;

"Force Majeure Event" means in relation to any Party any event or circumstances which is beyond the reasonable control of the affected Party (save to the extent that such event or circumstances was caused by an action or omission of the affected Party in contravention of the terms of this Master Site Share Agreement) including an act of God, war, civil disturbance, statutory prohibition, Government intervention, order or act of Government or local/public authority, acts of terrorism, fire, lightning, flood, adverse weather conditions, prevention of access to any site as a consequence of any local, regional or national restriction on movement in consequence of a health emergency or otherwise to prevent the spread of any communicable disease, explosion, accident, theft, vandalism or national strike action (other than the Party's own employees or contractors), and which results in or causes the failure of that Party to perform any of its obligations under this Master Site Share Agreement, but for the avoidance of doubt (i) lack of funds and (ii) events arising out of the acts of any Party in breach of this Master Site Share Agreement, wilful or negligent acts or omissions of a Party will not be interpreted as an event or circumstances beyond the reasonable control of that Party;

"Group Company" means any subsidiary or holding company of Customer or the Arqiva Provider (as the case may be) and any subsidiary of any such holding company and "subsidiary" and "holding company" will have the meanings given to them by section 1159 of Companies Act 2006;

"PHE" means Public Health England or any replacement or successor body responsible for setting UK industry accepted guidelines for maximum permitted power density of non-ionising radiation for human exposure;

"ICNIRP" means the International Commission for Non-Ionising Radiation Protection or any replacement or successor body responsible for setting UK industry accepted guidelines for maximum permitted power density of non-ionising radiation for public exposure;

"ICNIRP Limit" means the frequency dependent guideline reference levels established by ICNIRP setting out the maximum permitted power density of non-ionising radiation for public exposure;

"Insolvency Event" means in relation to a Party:

- (i) an order is made or a resolution is passed for the winding up of a Party in the event of its insolvency, or circumstances arise which entitle a court of competent jurisdiction to make a winding up order of a Party; or
- (ii) an order is made for the appointment of an administrator to manage the affairs, business and property of a Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of a Party, or notice of intention to appoint an administrator is given by a Party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- (iii) a receiver is appointed of any of a Party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of a Party, or if any other person takes possession of or sells a Party's assets; or
- (iv) a Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;

"Intellectual Property Rights" means all inventions, patents, utility models, designs (both registered or unregistered and including rights relating to semi-conductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with

all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature;

“Landlord” means any person holding an interest in any Site that is superior to the interest of the Arqiva Provider, including any reversionary interest under a Lease, the interest of any owner in respect of any managed site and any person with the benefit of any exceptions, reservations and covenants affecting the interest of the Arqiva Provider in a Site;

“Licence Suspension” means in respect of Customer:

(i) that at any point in time, pursuant to a direction made by Ofcom, Customer’s right to have the benefit of the general conditions of entitlement made by Ofcom under section 45 of the Communications Act 2003 is suspended; or

(ii) that at any point in time, any licence issued to Customer under the Wireless Telegraphy Act 2006 is suspended,

save where such licence is replaced by a similar right, licence, permit or consent conferring the same or substantially the same benefits, in which case the relevant time shall be the time of suspension of that replacement right, licence, permit or consent;

“Loss of Licence Event” means in respect of Customer:

(i) that at any point in time, pursuant to a direction made by Ofcom, Customer ceases to have the benefit of the general conditions of entitlement made by Ofcom under section 45 of the Communications Act 2003; or

(ii) that at any point in time, in relation to any licence issued to Customer under the Wireless Telegraphy Act 2006, Customer does not have the benefit of such licence, save where such licence is replaced by a similar right, licence, permit or consent, conferring the same or substantially the same benefits, in which case the relevant time shall be the time when Customer no longer has the benefit of that replacement right, licence, permit or consent;

“Mast” means, in respect of each Site, any mast, tower or supporting structure and any common infrastructure including cable trays, supporting steelwork, ladders, gantries and ducting provided as part of the Facilities at a Site but excluding any Mast Equipment;

“Mast Equipment” means, in respect of each Site, any Customer Equipment located on the Mast for its exclusive use (or operation by the Operating Contractor as permitted under this Master Site Share Agreement) including any antenna, dish, feeder, outdoor unit (ODU), low noise amplifier (LNA) as listed in the relevant Facilities Chart;

“Master Site Share Agreement Date” means the date inserted on the signing page of the Master Site Share Agreement;

“Master Site Share Agreement Effective Date” means the Master Site Share Agreement Date;

“Master Site Share Agreement Extension Period” means the period from the 12th anniversary of the Master Site Share Agreement Effective Date to 31st March 2036;

“Master Site Share Agreement Term” means the period beginning on the Master Site Share Agreement Effective Date and ending twelve years later (unless extended in accordance with General Condition 8.18), or the date of termination;

“Merged Bills” has the meaning set out in General Condition 12.4.3;

“Minimum Period” means the period during which the Customer may only exercise any of its early termination rights without cause, subject to the provisions contained in General Condition as specified in clause 4 of the relevant Facilities Chart, and for each Facilities Chart .

“Mobile TV” means a system where a digital television service is delivered using any code division multiple access on time division duplex (CDMA TDD) as a public Electronic Communications Service;

“Moveable Equipment Cabin” means a moveable container or cabin provided by Customer to house any part of the Customer Equipment which requires to be containerised;

“Operating Frequencies” means the radio frequency bands detailed in the Customer Licence from time to time in respect of a Site and as set out in the Facilities Chart from time to time unless permitted to be changed pursuant to General Condition 4.5;

“Operating Power” means the maximum radio frequency transmission power of the Customer Equipment per sector available to Customer at a Site as set out in the relevant Customer Licence and as set out in the Facilities Chart from time to time unless permitted to be changed pursuant to General Condition 4.5;

“Other Licensed Operator” means any communications provider other than Customer that is licensed under the Wireless Telegraphy Act 2006;

“Other Mobile Licensed Operator” means (a) any communications provider other than Customer that is licensed under the Wireless Telegraphy Act 2006 and which operates a 2G, 3G, 4G or 5G network, and (b) any of British Telecommunications Plc, Cable & Wireless Worldwide plc, Networks by Wireless Limited, MLL Telecom Ltd, UK Broadband Limited, Virgin Media Limited (or any successor of any such company or any subsidiary or holding company of any such company and any subsidiary of any such holding company (and “subsidiary” and “holding company” will have the meanings given to them by section 1159 of Companies Act 2006) or any similar licensed provider operating a microwave transmission service);

“Permitted Use” means the use by Customer and/ or its Operating Contractor of any Customer Equipment located on a Site (as listed in the relevant Facilities Chart) for an Electronic Communications Service, using the radiated Operating Powers and Operating Frequencies specified within those parameters permitted by the Customer Licence(s) and, subject to General Condition 4, delivered by Customer in accordance with the terms and conditions contained in any such Customer Licence (or term and conditions contained in any equivalent terms and conditions contained in replacement General Conditions of Entitlement and special conditions applicable to Customer’s services pursuant to the Communications Act 2003);

“Personal Data” has the meaning set out in the Data Protection Legislation;

“Physical Parameters” means in relation to Customer Equipment and/or any Moveable Equipment Cabin, its weight and wind loading, the physical size and/or dimensions, shape, orientation, any defining characteristics and position it occupies on a Site;

“Planning Enforcement Action” means the issue of an enforcement notice, breach of condition notice, planning contravention notice, stop notice and temporary stop notice or the granting of an injunction relating to a breach of planning control at a Site pursuant to Part VII of the Town and Country Planning Act 1990;

“Prior Sharer” means any other customer of the Arqiva Provider that is not Customer whose equipment has been installed, upgraded or altered on a Site (or is planned to be installed upgraded or altered on a Site and is the subject of an application from such other customer) prior to the date of any application for consent or approval for the installation, alteration, addition or part termination of Customer Equipment made by Customer;

“Project” means the Arqiva Provider providing Build Services or Build Works at a Site in accordance with the ADBA;

“Shared Antennas” means any antenna and associated equipment provided by the Arqiva Provider for the use of Customer in common with all other persons authorised by the Arqiva Provider during the Term in consideration of the Charges as described in the relevant Facilities Chart;

“Site” means a parcel of land and/or the exterior of a building or a building rooftop or other structure that is owned or leased or licensed to the Arqiva Provider, or managed by the Arqiva Provider on behalf of a Landlord which has been or is intended to be developed to provide a sharable facility for the siting of telecommunications, broadcast or other electronic communications equipment and ancillary facilities;

“Site Forecast” means the date being the date of completion of the Build Works in relation to a Site;

“Site Share Application” means a site share application submitted by Customer in accordance with the ADBA;

“Special Conditions” means:

- (i) any special conditions set out in clause 12 of the relevant Facilities Chart;

(ii) in relation to specific Sites, the conditions set out in Annex 5 to this Master Site Share Agreement; and

(iii) any other conditions identified as Special Conditions in a Facilities Chart, and which are supplemental to these General Conditions save as to the extent that there is any conflict between any Special Conditions and the General Conditions then and for the relevant Site the Special Conditions will prevail;

"Standard Configuration of Equipment" or **"SCE"** means the standard bundle of Customer Equipment as specified in the Site Share Ratecard or as may be agreed between the Parties from time to time;

"Statutory Undertaker" means a legal entity:

(i) carrying on a statutory undertaking in relation to a water or power service; or

(ii) permitted by statute to provide public wireline connectivity link service;

"Term" means the period commencing on and including the Term Commencement Date to the date which is the earlier of:

(i) the date at the end of the period as calculated with or stated under the Section 4 of the Facilities Chart from the Term Commencement Date (as may be extended in accordance with General Condition 8.18); and

(ii) the date the Facilities are terminated whether in whole or in part in accordance with this Master Site Share Agreement,

for a Facilities Chart as specified in clause 4 of the Facilities Chart;

"Term Commencement Date" means the date specified in clause 3 of the Facilities Chart in respect of each Site;

"Termination Date" means the date upon which a Site and the Facilities at that Site or any part of the Customer Equipment at a Site are terminated, as the case may be, as determined in accordance with the provisions of General Condition 23 or such other date as the Parties shall agree in writing;

"Terminated Location" means such part of a Site on which part of the Customer Equipment is located the use of which and the Facilities in respect of which have been terminated in accordance with the provisions of General Condition 23;

"Terminated Site" means a Site the use of which and the Facilities at which have been terminated in accordance with the provisions of General Condition 23;

"Termination Notice" means a notice served by either party in the form contained in Annex 2 to the Master Site Share Agreement in accordance with General Condition 23;

"Upgrade" means a technological upgrade to Customer Equipment by the addition to or substitution of equipment for all or part of Customer Equipment already located at a Site;

"VAT" means value added tax payable by virtue of the Value Added Tax Act 1994 (or any tax similar or equivalent to value added tax or any substitute form of taxation on the supply of goods and services);

"Working at Heights" means any works to Customer Equipment on any Mast including its installation inspection maintenance repair renewals or removal as necessary;

"2G" means second generation digital mobile telephony operative in accordance with the GSM (Global System for Mobile Communications) standards (as such standards may be adopted and amended from time to time by the European Telecommunications Standards Institute or its successor); and

"3G" means third generation mobile telephony operative in accordance with the 3GPP UTRAN (3rd Generation Partnership Project UMTS Terrestrial Radio Access Network) standards (as such standards may be adopted and amended from time to time by the 3GPP or the European Telecommunications Standards Institute or its successor, but not including 4G or Mobile TV);

"4G" means fourth generation mobile telephony or Long Term Evolution (LTE) operative in accordance with the 3GPP standards incorporating an evolved UMTS terrestrial radio access air interface that uses orthogonal frequency division multiplexing techniques (as such standards may be adopted and amended from time to time by the 3GPP or the European Telecommunications Standards Institute or its successor); and

“5G” means fifth generation cellular network technology that provides broadband access networking architecture, which aims to increase data communication speeds by up to three times compared to its predecessor, 4G.

1.2 Interpretation

In this Master Site Share Agreement, unless otherwise specified or the context otherwise requires:

- 1.2.1 the table of contents and clause and schedule headings are for reference only and do not affect its construction;
- 1.2.2 references in the Master Site Share Agreement to any general condition, clause schedule or annex without further designation will be construed as a reference to the clause of this Master Site Share Agreement so numbered;
- 1.2.3 words incorporating one gender include all other genders and words importing the singular include the plural and vice versa;
- 1.2.4 words importing the whole will be treated as including a reference to any part;
- 1.2.5 reference to this Master Site Share Agreement or to any other document is a reference to this Master Site Share Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time as permitted by the provisions of this Master Site Share Agreement;
- 1.2.6 any phrase in this Master Site Share Agreement introduced by the term “include”, “including”, “in particular” or similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.
- 1.2.7 a reference to “this Master Site Share Agreement” means this Master Site Share Agreement and all annexes, schedules and other attachments and recitals to this Master Site Share Agreement;
- 1.2.8 a reference to “written” or “in writing” include any non-transitory form of visible reproduction of words but not faxes and not email and text messaging via mobile phone.
- 1.2.9 any obligation to do or not to do any act will be deemed to include an undertaking to procure or not to permit or suffer the doing of that act;
- 1.2.10 any express reference to an enactment (which includes any legislation in any jurisdiction) includes a reference to:
 - (i) that enactment as amended, extended or applied by or under any other enactment before or after the date of the Master Site Share Agreement;
 - (ii) any enactment which that enactment re-enacts (with or without modification);and
 - (iii) subordinate legislation (including regulations and determinations) made (before or after the date of this Master Site Share Agreement) under that enactment, as re-enacted, amended, extended or applied as described in General Condition 1.2.10(i);
- 1.2.11 references to a person or party will be construed so as to include any individual, firm, company, government, state or agency of state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality) and the employees, officers, directors, of such person or party;

- 1.2.12 references to any English legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official, or any legal concept or thing will, in respect of any jurisdiction other than England, be deemed to include that which most nearly approximates in that jurisdiction to the English legal term;
- 1.2.13 reference to termination of a Site will mean the termination of all relevant rights and Customer's use of the Facilities at the relevant Site;
- 1.2.14 references to cost or costs are to all costs, fees, charges and expenses reasonably and properly incurred (including, without limitation, the costs, fees, charges and expenses of any architects, surveyors and other professional advisers; together with any irrecoverable VAT;
- 1.2.15 references to "sign", "signed" and "signing" will be construed so to mean the application of a signature to a document by and on behalf of the signing Party;
- 1.2.16 a reference to the consent or approval of the Arqiva Provider means the prior consent in writing of the Arqiva Provider, and, where required, of any Landlord; and
- 1.2.17 save as otherwise specified in the Master Site Share Agreement any obligation on any Arqiva Provider to use reasonable endeavours will not include an obligation to take legal proceedings.

2. THE FACILITIES

3. WORKING AT HEIGHTS

4. ALTERATIONS/ADDITIONS AND/OR UPGRADES TO THE CUSTOMER EQUIPMENT

5. TOWN PLANNING AND COMMUNITY RELATIONS

6. MAINTENANCE OF THE CUSTOMER EQUIPMENT

7. FURTHER OBLIGATIONS OF THE ARQIVA PROVIDER

8. OTHER OBLIGATIONS OF CUSTOMER

9. REDUCING POWER TO OR SWITCHING OFF THE CUSTOMER EQUIPMENT

10. ACCESS POLICY

11. THE CHARGES

12. ADDITIONAL FEES

13. PAYMENT OF INVOICES

14. LATE PAYMENT

15. VALUE ADDED TAX

- 15.1 The Charges, Additional Fees and other sums payable by Customer to the Arqiva Provider in accordance with the Master Site Share Agreement are exclusive of VAT and Customer will in addition pay any VAT properly chargeable on such Charges, Additional Fees and others sums payable under the Master Site Share Agreement subject to receipt of a valid VAT invoice addressed to Customer.

16. INTELLECTUAL PROPERTY RIGHTS

17. CONFIDENTIALITY

17.1 Subject to clause 38.1, the Customer agrees and undertakes to each of the Arqiva Providers, and each of the Arqiva Providers agrees and undertakes to Customer, that it shall keep confidential and shall not at any time during the Master Site Share Agreement Term and for a period of 5 years (or such longer period as the Parties may agree in writing) after termination or expiry of the Master Site Share Agreement disclose to any third party any Confidential Information owned or disclosed by the Party(ies) to which the undertaking is given except as permitted by General Conditions 17.2 or 17.3.

17.2 Customer may disclose Confidential Information of Arqiva Providers:

17.2.1 to its employees, officers, contractors (including Nominated Contractor, Operating Contractor and Transmission Supplier), representatives or advisers who need to know such information for the purposes of carrying out its obligations under the Master Site Share Agreement. Customer shall ensure that its employees, officers,

representatives contractors or advisers to whom it discloses the Confidential Information comply with this General Condition 17; and

17.2.2 as may be required by law, court order or any governmental or regulatory authority.

17.3 Each of the Arqiva Providers may disclose Confidential Information of Customer:

17.3.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out its obligations under the Master Site Share Agreement. Each Arqiva Provider shall ensure that its employees, officers, representatives or advisers to whom it discloses the Confidential Information comply with this General Condition 17;

17.3.2 to any of the other Arqiva Providers; and

17.3.3 as may be required by law, court order or any governmental or regulatory authority;

17.3.4 to any Landlord in relation to the calculation of or other similar payments to be made by the Arqiva Providers to any Landlord in order to enable the Permitted Use of a Site by Customer;

17.4 No Party shall use any other Parties' Confidential Information for any purpose other than to perform its obligations under the Master Site Share Agreement.

18. DATA PROTECTION

19. INSURANCE

20. LIABILITY AND INDEMNITY

21. FORCE MAJEURE

21.1 If any of the Arqiva Providers or the Customer is prevented from or delayed in performing any of its obligations under the Master Site Share Agreement by a Force Majeure Event then:

21.1.1 the relevant obligations under the Master Site Share Agreement shall be suspended for as long as the Force Majeure Event continues;

21.1.2 within a reasonable period of time after the start of the Force Majeure Event, the affected Arqiva Provider shall notify Customer of the nature of the Force Majeure Event, the time at which the Force Majeure Event started and the likely effects of the Force Majeure Event on its ability to perform its obligations under the Master Site Share Agreement;

21.1.3 it shall use its reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under the Master Site Share Agreement; and

21.1.4 within a reasonable period of time after the end of the Force Majeure Event, it shall notify the Customer that the Force Majeure Event has ended, and shall resume performance of its obligations under the Master Site Share Agreement.

21.2 Where an undisputed Force Majeure Event affecting a Site occurs and continues for a period of more than two(2) weeks at such Site and prevents to a material extent or has a material adverse effect on Customer's use of that Site for the Permitted Use and continues thereafter then the obligation on Customer to pay the Charges shall cease for the period after such two weeks unless and until the Force Majeure Event ceases or is mitigated to enable Customer to use the Site for the Permitted Use.

22. SEVERAL LIABILITY OF THE ARQIVA PROVIDERS

23. TERMINATION

23.1 In this General Condition 23, any reference to “remedy” shall mean:

23.1.1 In the case of a breach which is capable of remedy, the taking of steps by the Party that has committed such breach to secure the cessation of such breach.

23.1.2 In the case of a breach which is not capable of remedy, the taking of steps by the Party that has committed such breach to prevent the recurrence of such breach whether at the affected Site or any other Site.

23.2 Termination of the Master Site Share Agreement

23.2.1 Unless otherwise expressly provided herein, the Master Site Share Agreement shall terminate on the earlier of the termination of the Master Site Share Agreement or expiry of the Master Site Share Agreement Term.

23.2.2 The Arqiva Providers may (but are not obliged to) terminate the Master Site Share Agreement by serving a Termination Notice on Customer.

23.3 Termination of a Site by Arqiva Provider

Save where a Facilities Chart expressly provides to the contrary, the Arqiva Provider may terminate a Site and the relevant Term in the circumstances specified in and in accordance with the provisions of this General Condition 23.3.

23.4 Termination of Site by Customer

Save where a Facilities Chart expressly provides to the contrary, Customer may terminate a Site and the relevant Term in accordance with the provisions of this General Condition 23.4.

23.5 Financial Consequences of Termination

24. FACILITIES CHARTS

25. VARIATION

26. SURVIVAL

27. NON-WAIVER

28. SEVERANCE

29. FURTHER ASSURANCE

30. ENTIRE AGREEMENT CLAUSE

31. RESTRICTIONS ON ASSIGNMENT AND OTHER DEALINGS

32. NO ENLARGEMENT OF RIGHTS

33. NO PARTNERSHIP, AGENCY OR JOINT VENTURE

34. EXCLUSION OF THIRD PARTY RIGHTS

35. NOTICES

36. DISPUTE RESOLUTION AND INTERNAL ESCALATION

37. CORRUPT GIFTS AND PAYMENTS

38. FREEDOM OF INFORMATION

39. ANNOUNCEMENTS

40. COUNTERPARTS

41. GOVERNING LAW AND JURISDICTION

- 41.1 The Master Site Share Agreement and any dispute or claim arising out of or in connection with them (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales, however, each Site shall be governed by the laws of the jurisdiction in which it is located.

Annex 2

Annex 3

Form of Facilities Chart

Annex 4
Site Share Ratecard

Annex 5

Annex 6