

Meteor Mobile Communications

FIFTH SCHEDULE

Part 1: Licence Commencement Date

12 March 2007

Part 2: Mobile Services

The licensed mobile service is a 3G mobile and wireless communications service based on a standard within the IMT-2000 system:

1. Capable of supporting innovative multimedia services beyond the capability of second generation systems such as GSM;
2. Capable of supporting the characteristics referred to in Annex 1 of the CEPT ECC Decision ERC/DEC/(99)25 on UMTS;
3. Provided in the bands 1900-1905 MHz, 1935 – 1950 MHz and 2125 – 2140 MHz (to be known as the 1900 MHz, 2000 MHz and 2100 MHz bands respectively) in accordance with the Wireless Telegraphy Acts, 1926 – 1988, as amended; and
4. Providing the services (non-exhaustive examples of which are briefly outlined in the table below) and conforming to the standards referred to in parts 3 – 8 of this schedule.

Table

Services	Short Description	Unit of Measure
Voice telephony	Mobile voice telephony	Minute of use
SMS	SMS messaging	Text message
Email/MMS messaging	Sending and receipt of Email/MMS messages via mobile phone	Email+attachment
Gaming	Download of internet based games and on-line gaming via mobile phone	Gaming session/game downloaded
Internet browsing/location based services etc.	Downloading of webpage pages, location based information, maps etc to a mobile phone	Mbyte of capacity

Music/Video clips	Downloading of music and video clips to a mobile phone	Music/video clip downloaded
PC/laptop - mobile broadband	Provision of mobile broadband via laptop/PC	Monthly rental
Residential mobile broadband	Provision of mobile broadband and limited mobility to subscribers whose lines are not suitable for DSL – eg carriers/disintegrated copper etc.	Monthly rental
Circuit switched data-Multimedia	Video telephony and multimedia streaming	Minutes of use

Part 3: Access to the Emergency Services

1. General

The Licensee shall provide ready access for customers through the mobile service to the emergency services.

2. Calls to an Emergency Service

In this part “emergency services” means the Garda Síochána, the fire brigade services, the ambulance services, the boat and coastal rescue services, (including the rescue services provided by the Air Corps) or the mountain and cave rescue services.

3. Directions by ComReg

ComReg may give directions in writing to the Licensee in relation to the handling of calls to and from customers relating to an emergency service (“emergency calls”), and the Licensee shall comply with any such directions.

4. Acceptance of Emergency Calls

Emergency access codes 112 and 999 shall be open to all terminal equipment equipped with a valid USIM Card (or equivalent), where technically necessary, and any other codes subsequently designated for use as emergency access codes, exclusively for calls to the emergency services.

5. Routing of Emergency Calls

The Licensee shall ensure that an emergency call is routed at the expense of the Licensee, to a collection centre for emergency calls. The Licensee shall provide not less than two routes with physical diversity between each mobile switching centre and a collection centre as described.

6. Emergency Calls Free of Charge

- (a) The Licensee shall not impose a charge on the customer in respect of an emergency call.
- (b) The Licensee shall not list on a customer’s itemised bill any emergency call.

7. Identification of Emergency Calls

When an emergency call is made to an emergency service from terminal equipment of a customer, the Licensee shall, where technically possible, transmit the customer's number to a collection centre for emergency calls in the form of a calling line identification message.

Part 4: Quality of Service, Grade of Service

1. Maps and Data

For the purposes of carrying out service quality surveys, the Licensee shall provide, on request, to ComReg the following:

- (a) Maps showing Coverage for 3G service, where Coverage is defined as: An area, A, shall be covered where the field strength - measured on the pilot signal (from the Common Pilot Channel/downlink) from the base station, outdoor at a height of 1.7 metres – is maintained equal to or above 58 dB μ V/m over 95% of the area A during 95% of the time;
- (b) An up to date list of the locations of the base transceiver stations;
- (c) A mechanism for identifying the base station that is handling a call at any given time; and
- (d) An adequate number of test numbers.

2. Network Log

- 2.1 The Licensee shall keep a log (the "Network Log") for the purposes of recording and tracking all periods of system unavailability. The Licensee shall maintain this Network Log in a manner that will demonstrate, to the satisfaction of ComReg, that such a Network Log is an adequate means of assessing whether the Licensee is complying with its system availability obligations under this licence.
- 2.2 The Network Log, or as may be appropriate part thereof, shall be made available on request to ComReg.
- 2.3 The Licensee shall calculate the service unavailability for the mobile services for any period specified by ComReg from the information recorded in the Network Log, and shall upon request and within such time as may be specified by ComReg, provide ComReg with the results of the calculation.

3. Billing

3.1 Mandatory Service Standards

In relation to billing, the Licensee shall, unless agreed otherwise with individual customers, comply with the appropriate standard requirements specified in the following table:

Table: Standard Billing Requirements

Billing Aspects	Standard Requirements	Options and Alternatives
Billing Frequency	Monthly	Alternative frequency or flexible frequency subject to agreement with customer
Billing Itemisation	All billable calls and services	Customised bill layouts with or without summary itemisation subject to agreement with customer
Billing Medium	Paper	Delivery of bills on computer media or on-line subject to agreement with customer

3.2 Billing Accuracy and Fraud Detection

The Licensee shall incorporate in its billing system:

- (i) measures to ensure that each call record is an accurate record of the actual call and that the correct accumulated call records are applied to generate each customer's bill, and
- (ii) measures to detect cases of possible fraud including measures to identify rapidly abnormal calling patterns.

4. Performance Standards and Objectives

- 4.1 ComReg may, by direction in writing given to the Licensee, specify performance standards and obligations with respect to service quality or modify existing performance standards and obligations and the Licensee shall comply with any such directions.
- 4.2 Without prejudice to condition 4.1, the Licensee shall achieve the performance targets specified in the table below by the dates specified in the table below and maintain those levels of coverage and speed service provision thereafter.

Table: Network Quality of Service

Indicator	Performance Target
Unconstrained Delay Data (“UDD”) limited mobility (outdoor) 384 Kbps geographical coverage at t1	0.1%
UDD limited mobility (outdoor) 384 Kbps geographical coverage at t2	1.5%
UDD limited mobility (outdoor) 384 Kbps geographical coverage in 31 October 2012	51%
Max. speed – UDD full mobility (outdoor), rural, downlink - 31 October 2012	1.15 Mbps
Max. speed – UDD full mobility (outdoor), rural, uplink - 31 October 2012	144 Kbps
Max. speed – UDD low mobility (indoor), downlink – 31 October 2012	1.15 Mbps
Max. speed – UDD low mobility (indoor), uplink – 31 October 2012	144 Kbps

5. Customer Service

- 5.1 Before the commencement of the provision of 3G mobile services, the Licensee shall implement a customer care system whereby the quality of service offerings are capable of being independently verified and this system shall be agreed by ComReg.

- 5.2 The Licensee shall achieve the performance targets specified in the table below by the dates specified in the tables below and maintain those levels of Grade of service and customer care service provision thereafter.

Table

Indicator	Performance Target
Steps taken to optimise grade of service to end-users	Call set up success rate (“CSSR”) of not less than 98% for Low Constrained Delay (“LCD”) data bearer services
Steps taken to optimise grade of service to end-users	CSSR of not less than 98% for LCD data bearer services
Steps taken to optimise grade of service to end-users	CSSR of not less than 98% for UDD bearer services
Steps taken to optimise grade of service to end-users	Call completion rate (“CCR”) of not less than 98% for bearer services
Steps taken to optimise grade of service to end-users	CCR of not less than 98% for LCD data bearer services
Steps taken to optimise grade of service to end-users	CCR of not less than 98% for UDD bearer services
Steps taken to optimise grade of service to end-users	Not less than 90% of all speech samples will be “excellent” or “good” and not greater than 5% will be “fair” or “poor” based on the PESQ ¹ mean opinion score algorithm
Steps taken to optimise grade of service to end-users	24/7/365 customer care centre from commercial launch
Steps taken to optimise grade of service to end-users	Customer satisfaction > 70%
Steps taken to optimise grade of service to end-users	85% of calls answered within 20 seconds
Steps taken to optimise grade of service to end-users	Less than 5% of calls abandoned by customer
Steps taken to optimise grade of service to end-users	First call resolution >75%

¹ Perceptual evaluation of speech quality.

Indicator	Performance Target
Steps taken to optimise grade of service to end-users	24/7 self care via web and voice recognition IVR ²
Steps taken to optimise grade of service to end-users	95% of web queries dealt with within 48 hours
Steps taken to optimise grade of service to end-users	80% of written complaints resolved within 10 days
Steps taken to optimise grade of service to end-users	e-billing functionality available

² Interactive voice response.

Part 5: Roll-out and Coverage Requirements

1. In accordance with the table set out below, the Licensee shall launch commercial services no later than 31 October 2007.
2. In accordance with the table set out below, the Licensee shall ensure that its 3G network services achieve demographic coverage of 33% on and after 30 September 2008.
3. In accordance with the table set out below, the Licensee shall ensure that its 3G network services achieve demographic coverage of 53% on and after 30 September 2009.
4. In accordance with the table set out below, the Licensee shall ensure that its 3G network services achieve demographic coverage of 83% on and after 31 October 2012.

Table: Launch and Coverage

Indicator
Time of commercial launch of service (t1)
UDD full mobility (outdoor) 144 Kbps demographic coverage at commercial launch (t1)
UDD full mobility (outdoor) 144 Kbps demographic coverage at commercial launch (t1)
Time to reach UDD full mobility (outdoor) 144 Kbps demographic coverage of 33% (t2)
Time to reach UDD full mobility (outdoor) 144 Kbps demographic coverage of 53% (t3)
UDD full mobility (outdoor) 144 Kbps demographic coverage at 31 October 2012

Part 6: National and International Roaming

A. National Roaming

ComReg shall nominate those who have a duty to provide national roaming and also those who are entitled to benefit from this part of the schedule under the proviso that they hold a wireless telegraphy 3G licence issued by ComReg and are designated new market entrants.

1. If and for so long as the Licensee or any member of its Group is authorised under the European Communities (Electronic Communications Networks and Services)(Framework) Regulations, 2003 (the “Framework Regulations”) and the Wireless Telegraphy Acts 1926 to 1988 to use radio spectrum within the 3G radio bands for the transmission of signals and for so long as it is authorised to use spectrum within the 900 MHz and/or 1800 MHz bands under the Framework Regulations and Wireless Telegraphy Acts, 1926 to 1988, the Licensee shall negotiate an agreement with a New market entrant or negotiate an amendment to such an agreement, as the case may be, within a reasonable period, if that New market entrant requires it to provide such National Roaming as may be reasonable. Where the authorisation to use radio spectrum is not held by the Licensee but by a member of its Group, the Licensee shall ensure that the holder of the authorisation complies with the terms of this condition. Any National Roaming Agreement negotiated under this Condition shall take effect at the latest from the date on which the New market entrant has rolled out its 3G network to cover 20% of the population of Ireland and shall have effect for a period of 5 (five) years from the date of grant of licence to the New market entrant. For the avoidance of doubt, the period of 5 years referred to above is calculated from the date of grant of licence to the New market entrant, regardless of how long the New market entrant takes to roll out its 3G network. Any such National Roaming Agreement negotiated under this Condition shall cover at least Teleservices, Bearer services and Standard Supplementary Services supported over the Licensee’s or a member of its Group's GSM network.

- 2 (1) ComReg may, if requested by either party, make a direction in order
- (a) to specify issues which must be covered in a National Roaming Agreement; and/or
 - (b) to lay down specific conditions to be observed by one or more parties to a National Roaming Agreement; or
 - (c) if ComReg sees fit, to set time limits within which negotiations of a National Roaming Agreement are to be completed. Any such direction shall also set out the steps to be taken if agreement is not reached within these time limits.
- (2) Paragraph 2(1) shall not apply where the parties have concluded the

first National Roaming Agreement under paragraph 1(1).

- 3** (1) The Licensee shall ensure that a National Roaming Agreement entered into or an amendment made under paragraph 1(1) contains terms and conditions which are reasonable. In the event of a dispute as to the reasonableness of any term or condition under this paragraph 3, either party may refer the dispute to ComReg for determination. The provisions of paragraph 6 of this Condition shall apply to such a determination.
- 4** (1) The Licensee shall comply with:

 - (a) the requirements of any direction made by ComReg under paragraph 2 or any determination under paragraph 3 in relation to any National Roaming Agreement, and
 - (b) the requirements of any determination made by ComReg under paragraph 6 in relation to any dispute over the terms of a National Roaming Agreement under paragraph 1(1).
- 5** (1) For the avoidance of doubt:

 - (a) any question as to whether any term or condition (including a charge) of a National Roaming Agreement is reasonable, shall be decided by ComReg having regard to paragraph 6 and any directions or guidelines on the Application of this Condition issued from time to time by ComReg; and
 - (b) in considering whether a term or condition (including a charge) of a National Roaming Agreement is reasonable, ComReg may take into account, *inter alia*, the effective date of the term or condition and the period during which that term or condition may already have been in effect; ComReg may conclude that a reasonable charge is one which is offered or agreed, as the case may be, on terms that it takes effect in the National Roaming Agreements made under paragraph 1(1) from the date of a complaint or the date on which the term was first offered or accepted by the Licensee or a New market entrant or from any other date which is considered by ComReg to be appropriate in the circumstances.
- 6** (1) Where there is a dispute concerning National Roaming ComReg shall, at the request of either party, take steps to resolve the dispute within three months of the date of the request. The determination that ComReg makes to resolve the dispute shall represent a fair balance between the legitimate interests of both parties. In so doing, ComReg shall take into account, *inter alia*:

- (a) the interests of users;
 - (b) regulatory obligations or constraints imposed on the Licensee or the New market entrant;
 - (c) the desirability of stimulating innovative market offerings, and of providing users with a wider range of telecommunications services within Ireland and the European Union;
 - (d) the need to maintain the integrity of the public telecommunications network and the interoperability of services;
 - (e) the nature of the request in relation to the resources available to meet the request;
 - (f) the relative market positions of the Licensee and the New market entrant
 - (g) the need for the Licensee to maintain quality of service and for the New market entrant to provide accurate and timely information in order to facilitate network planning;
 - (h) the public interest, such as the protection of the environment;
 - (i) the promotion of competition; and
 - (j) the provision of National Roaming to New market entrants at a price based on Retail minus avoidable costs, as defined in this condition and any guidelines issued by ComReg from time to time.
- (2) For the avoidance of doubt, the list at paragraph 6(1) is not exhaustive.
- (3) The determination shall be published in accordance with paragraph 7 and shall be binding on the parties.
- (4) ComReg shall not be required to take steps to resolve any dispute referred to it under this paragraph in respect of a New market entrant, where any other dispute has been referred to ComReg under this paragraph or where ComReg has previously resolved a dispute relating to a National Roaming Agreement involving that New market entrant in circumstances where that National Roaming Agreement is:
- (i) still valid and in existence; and
 - (ii) remains in substantially the same form.

7. (1) Any determination made by ComReg under paragraph 6 shall automatically lapse upon the entry into force of any subsequent National Roaming Agreement to which the same New market entrant is a party.

8. (1) ComReg shall ensure that up to date and specific information in accordance with paragraph 6 is made available on request to interested parties, free of charge, during normal working hours.

9. (1) In this Condition:

"Mobile Terminal" shall mean a telecommunications terminal intended to be able to register with as well as make and receive calls with one or more public mobile communications networks.

"Visited Network" shall mean a public mobile communications network in which a Mobile Terminal can work without the Mobile Terminal or an inserted identification module (SIM card) being associated therewith via a subscription or a similar customer relationship.

"Retail minus avoidable cost" means the retail price charged by the Licensee for the provision of a service to end-users less any elements of costs that are not incurred in providing the same service to the New market entrant plus any elements of cost reasonably incurred solely to provide National Roaming services.

"Bearer services" shall mean as defined in current and future versions of the ETSI GSM and 3GPP IMT-2000 Technical Specifications.

"Group" means, in relation to the Licensee:

- a) any parent undertaking of the Licensee;
- b) any subsidiary undertaking of the Licensee;
- c) any subsidiary undertaking of any parent undertaking referred to in a);
- d) a shareholder or partner in the Licensee which beneficially owns (directly or indirectly) shares in the Licensee in circumstances where there is one other shareholder or partner in the Licensee which beneficially owns (directly or indirectly) the remaining shares in circumstances where neither shareholder or partner has control;
- e) any undertaking of which the Licensee beneficially owns (directly or indirectly) shares in circumstances where there is one other shareholder or partner in that undertaking which beneficially owns (directly or indirectly) the remaining shares

in circumstances where neither shareholder nor partner has control;

f) any undertaking in circumstances where two or more of its shareholders or partners which acting in concert together beneficially own (directly or indirectly) more than 50% of the shares or voting rights in that undertaking, acting in concert together beneficially own (directly or indirectly) more than 50% of the shares, or voting rights of the Licensee; and

g) any undertaking of which the Licensee beneficially owns (directly or indirectly) together with one or more undertakings acting in concert more than 50% of the shares or voting rights of that undertaking.

A Person shall be deemed to control a body corporate if –

a) he has a controlling interest in it;

b) he has a controlling interest in a body corporate which has a controlling interest in the body corporate; or

c) although he does not have such an interest in the body corporate, or in any body corporate with a controlling interest in the body corporate, it is reasonable, having regard to all the circumstances, to expect that he will be able, by whatever means and whether directly or indirectly, to achieve the result that the affairs of the body corporate are conducted in accordance with his wishes;

and for this purpose a Person has a controlling interest in a body if he holds, or is beneficially entitled to, 50% or more of the equity share capital in the body corporate, or possesses 50% or more of the voting power in it and a Person shall be deemed to control a body corporate where that Person controls another Person which controls that body corporate.

"National Roaming" shall mean a service which enables a Mobile Terminal to register with as well as make and receive calls on a Visited Network in Ireland.

"National Roaming Agreement" shall mean an agreement that provides for National Roaming.

"New market entrant" means a Person who is not currently licensed to provide mobile telecommunications services and networks in Ireland and who does not have control of and is not controlled by a body corporate which is so licensed.

"Supplementary services" shall have the meanings attached by the relevant ETSI/GSM or 3GPP IMT-2000 standards (or equivalent standards).

"Standard Supplementary Services" shall mean those Supplementary services which are most widely used by mobile retail customers (subscribers).

“Teleservices” shall mean as defined in current and future versions of the ETSI GSM or 3GPP IMT-2000 Technical Specifications.

"2G spectrum" means, for the purposes of this Condition spectrum within the 900 MHz and/or 1800 MHz bands.

"3G spectrum" means, for the purposes of this Condition spectrum within the 1900 MHz, 2000 MHz and 2100 MHz bands.

10 (1) The Licensee shall not (whether in respect of the charges or other terms or conditions applied or otherwise) show undue preference to, or exercise undue discrimination against, particular Persons or Persons of any class or description with respect to the provision of the service to which the Licensee is obliged by this Condition to provide.

This Condition, shall cease to have effect 5 (five) years after the issue of a licence to provide 3G mobile services to any party entitled to benefit from the provisions of paragraph 1(1) of this Condition.

B. International Roaming

1. The Licensee shall establish and maintain as part of its mobile service an international roaming capability for its customers that is as wide and comprehensive as is practicable.

2. Where requested to do so, the Licensee shall provide to members of the public, maps from other 2G and 3G operators with whom it has international roaming agreements showing the coverage provided by them.

Part 7: Performance and Financial Guarantees

1. Performance and Financial Guarantees on Part 4: Quality of Service, Grade of Service

Text considered confidential and subject to the protection of confidentiality has been deleted.

Table: Network Quality of Service

Indicator	Performance Target
UDD limited mobility (outdoor) 384 Kbps geographical coverage at t1	0.1%
UDD limited mobility (outdoor) 384 Kbps geographical coverage at t2	1.5%
UDD limited mobility (outdoor) 384 Kbps geographical coverage at 31 October 2012	51%
Max. speed – UDD full mobility (outdoor), rural, downlink at 31 October 2012	1.15 Mbps Downlink 144 Kbps Uplink
Max. speed – UDD low mobility (indoor), downlink at 31 October 2012	1.15 Mbps Downlink 144 Kbps Uplink

Table: Customer Quality of Service

Indicator	Performance Target
Steps taken to optimise grade of service to end-users	CSSR of not less than 98% for LCD data bearer services
Steps taken to optimise grade of service to end-users	CSSR of not less than 98% for LCD data bearer services
Steps taken to optimise grade of service to end-users	CSSR of not less than 98% for UDD bearer services
Steps taken to optimise grade of service to end-users	CCR of not less than 98% for bearer services
Steps taken to optimise grade of service to end-users	CCR of not less than 98% for LCD data bearer services
Steps taken to optimise grade of service to end-users	CCR of not less than 98% for UDD bearer services
Steps taken to optimise grade of service to end-users	Not less than 90% of all speech samples will be “excellent” or “good” and not greater than 5% will be “fair” or “poor” based on the PESQ mean opinion score algorithm
Steps taken to optimise grade of service to end-users	4/7/365 customer care centre from commercial launch
Steps taken to optimise grade of service to end-users	Customer satisfaction > 70%
Steps taken to optimise grade of service to end-users	5% of calls answered within 20 seconds
Steps taken to optimise grade of service to end-users	Less than 5% of calls abandoned by customer
Steps taken to optimise grade of service to end-users	First call resolution >75%

Indicator	Performance Target
Steps taken to optimise grade of service to end-users	24/7 self care via web and voice recognition IVR
Steps taken to optimise grade of service to end-users	95% of web queries dealt with within 4 hours
Steps taken to optimise grade of service to end-users	100% of written complaints resolved within 10 days
Steps taken to optimise grade of service to end-users	Self-billing functionality available

1.3 In respect of conditions 1.1 and 1.2 above, the following conditions shall apply:

1.3.1 Before the licence commencement date, the Licensee shall put in place a programme to measure and monitor compliance with the applicable performance targets. The programme shall include reporting procedures to ComReg and shall be in such form as agreed with ComReg or as may be specified by ComReg from time to time.

1.3.2 Within 31 calendar days of each applicable performance target, the Licensee shall notify ComReg that the Licensee has either:

- (a) Met the said performance target; or
- (b) Failed to meet the said performance target.

Failure by the Licensee to so notify ComReg shall be deemed to indicate non-compliance with the applicable performance target.

1.4 Without prejudice to condition 1.3.1:

1.4.1 In respect of network grade of service, no later than 30 calendar days after each applicable performance target, the Licensee shall provide ComReg with measurements from its 3G planning tool of the coverage footprint of its 3G network and field-test data on maximum speeds attainable.

1.4.2 In respect of customer grade of service, the Licensee shall:

- (a) No later than 31 October 2007, publish its customer charter on its web-site and no later than 30 calendar days after it has done so, provide a copy thereof to ComReg; and
- (b) No later than 30 calendar days after each relevant performance target listed in condition 5.2 of part 4 of this schedule, provide ComReg with its drive test results, customer satisfaction survey results and performance report data.

1.4.3 In respect of network quality of service, the Licensee shall assist ComReg in the conduct of drive tests, at times and places to be specified by ComReg.

2. Performance and Financial Guarantees on Part 5 and Part 8: Coverage, Roll-out and Site sharing targets

Text considered confidential and subject to the protection of confidentiality has been deleted.

2.1 In accordance with the table set out below, in the event that the Licensee fails to achieve a performance target by the applicable date, the Licensee shall pay to ComReg on demand the applicable amount.

Table: Launch and Coverage

Indicator
Time of commercial launch of service (t1)
UDD full mobility (outdoor) 144 Kbps demographic coverage at commercial launch (t1)
UDD full mobility (outdoor) 144 Kbps demographic coverage at commercial launch (t1)
Time to reach UDD full mobility (outdoor) 144 Kbps demographic coverage of 33% (t2)

Indicator
Time to reach UDD full mobility (outdoor) 144 Kbps demographic coverage of 53% (t3)
UDD full mobility (outdoor) 144 Kbps demographic coverage at 31 October 2012

2.2 In accordance with the table set out below, in the event that the Licensee fails to achieve a performance target by the applicable date, the Licensee shall pay to ComReg on demand the applicable amount.

Table: Site Sharing

Performance Target
Provision of access to 100% of radio transmission sites under the Licensee's control at t ₁ , t ₂ and t ₃

Participation in the code of practice concerning sharing of radio transmission sites provided as Appendix B12 to ComReg Doc. No. 05/60 as amended or replaced from time to time at t_1

2.3 In respect of conditions 2.1 and 2.2 above, the following conditions shall apply:

2.3.1 Before the licence commencement date, the Licensee shall put in place a programme to measure and monitor compliance with the applicable performance targets. The programme shall include reporting procedures to ComReg and shall be in such form as agreed with ComReg or as may be specified by ComReg from time to time.

2.3.2 Within 31 calendar days of each applicable performance target, the Licensee shall notify ComReg that the Licensee has either:

- (a) Met the said performance target; or
- (b) Failed to meet the said performance target.

Failure by the Licensee to so notify ComReg shall be deemed to indicate non-compliance with the applicable performance target.

2.4 Without prejudice to condition 2.3.1:

2.4.1 In respect of launch and coverage, no later than 30 calendar days after each applicable performance target, the Licensee shall provide ComReg with measurements from its 3G radio planning tool of the coverage footprint of its 3G network.

2.4.2 In respect of site sharing, no later than 30 calendar days after each applicable performance target (i.e. t_1 , t_2 and t_3), the Licensee shall provide ComReg with details of all sites under its control and all concluded site sharing agreements including the price at which site sharing has been made available.

2.4.3 In respect of coverage, the Licensee shall assist ComReg in the conduct of drive tests, at times and places to be specified by ComReg.

Part 8: Site Sharing

- 1 If and for so long as the Licensee or any member of its group, is authorised under the Framework Regulations and the Wireless Telegraphy Acts, 1926 to 1988 to use radio spectrum within the radio spectrum bands for the transmission of signals, it shall, within a reasonable period, negotiate in good faith and conclude a framework contract (hereinafter a “Site Sharing Agreement”) with any other licensed 3G mobile network operator or negotiate and conclude an amendment to such an agreement, as the case may be, upon reasonable request from any such operator for access to radio transmission sites under the Licensee's control (3G or otherwise).
- 2 The Licensee shall ensure that any Site Sharing Agreement concluded pursuant to this part of schedule 5 provides access to 100% of radio transmission sites (3G or otherwise) under the control of the Licensee for site sharing purposes. Where the authorisation to use radio spectrum is not held by the Licensee but by a member of its group, the Licensee shall ensure that the holder of the authorisation complies with the terms of this part of schedule 5 (as if named herein as the Licensee).
- 3 The Licensee shall ensure that any Site Sharing Agreement contains as a minimum the following provisions:
 - i) *Requests for access and reaction: once a request for access for a specific site has been made, the agreement must set a reasonable time within which the operator controlling the site must formally respond to the request.*
 - ii) *Non-exclusivity: an operator controlling a site shared or offered for sharing to any 3G licensee must agree to offer access to the same site to any other 3G licensee on a non- discriminatory basis, subject to capacity constraints.*
 - iii) *Price: the Site Sharing Agreement must include a method of determining the level of compensation for use of the site. (See Site Access Rate Card set out below)*
 - iv) *Access: the Site Sharing Agreement must set out the rights of both operators to enter the site and to carry out work on it, in particular any charges associated with site entry and any constraints relating to when the site may be accessed. The Licensee offering site sharing should endeavour to provide or ensure the party in control of the site provides unescorted access options that meet reasonable demand.*
 - v) *Repairs and maintenance: the Site Sharing Agreement must set out the responsibilities of both parties.*
 - vi) *Liability for accidents etc. on the site: the Site Sharing Agreement must set out the responsibilities of both parties.*
 - vii) *Technical standards for site sharing must be set in terms of a minimum requirement acceptable to all sharers and conforming to appropriate legislation, such as health and safety and planning regulations.*
 - viii) *Obtaining permission etc.: the Site Sharing Agreement must set out whose responsibility it is to obtain any permission necessary to use the site for 3G mobile telecommunications.*

- ix) *The Site Sharing Agreement should require the burden of proof of the unavailability of access to a particular site should fall on the Licensee offering site sharing.*
 - x) *Disputes: the Site Sharing Agreement must define a method of settling disputes by involving the nomination of a neutral third party (e.g. an arbitrator).*
 - xi) *Oversight by ComReg: the Site Sharing Agreement must provide a right for ComReg to inspect any correspondence or documents covered by the agreement.*
4. The provisions of this part of schedule 5 are without prejudice to the rights and obligations relating to facility sharing granted or imposed by the Communications Regulation Act, 2002, or otherwise.
 5. The Licensee shall ensure that the terms on which access is provided pursuant to any Site Sharing Agreement to the radio transmission sites under its control are reasonable, transparent and non-discriminatory.
 6. The Licensee shall participate in the code of practice concerning sharing of radio transmission sites provided as Appendix B12 to ComReg Doc. No. 05/60 as amended or replaced from time to time and any process relating thereto and comply with any decision of ComReg in that regard.
 7. The Licensee shall provide at ComReg's request a list of the locations of the sites covered by this part of schedule 5. In response to a request by ComReg, the Licensee shall identify the locations of the radio transmission sites under its control in respect of which it will provide access to other 3G licensees.
 8. The Licensee shall achieve the performance targets specified in the table below by the dates specified in the table below and maintain such levels of access and participation thereafter.

Text considered confidential and subject to the protection of confidentiality has been deleted.

Table: Site Sharing

Performance Target
Provision of access to 100% of radio transmission sites under the Licensee's control at t_1 , t_2 and t_3
Participation in the code of practice concerning sharing of radio transmission sites provided as Appendix B12 to ComReg Doc. No. 05/60 as amended or replaced from time to time at t_1

Site Access Rate Card
Occupancy Charge (Mast Space)

Text considered confidential and subject to the protection of confidentiality has been deleted.

