

O2

SCHEDULE 5

Part 1

The Commencement Date with respect to
Third Generation Mobile Telephony is
the 2nd day of October 2002.

SCHEDULE

Part 2

THE LICENSED MOBILE SERVICES

1. The Licensed Mobile Services

The Licensed Mobile Service is a Third Generation Mobile and wireless communications Service based on a standard within the IMT-2000 system capable of supporting innovative multimedia services beyond the capability of second generation systems such as GSM, and capable of supporting the characteristics referred to in Annex 1 of the CEPT ECC Decision ERC/DEC/(99)25 on UMTS -

- (1) Provided in the bands 1900 - 1980 MHz, 2100 - 2170 MHz and 2110 – 2170 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.
- (2) Providing the services and conforming to the standards referred to in parts 3 – 8 of this Schedule.

SCHEDULE

Part 3

ACCESS TO THE EMERGENCY SERVICES

1. General

The Licensee shall provide ready access for customers through the Licensed Mobile Services to the emergency services (within the meaning this of Part 3 of the Schedule).

2. Calls to an Emergency Service

In this part an “emergency service” 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 the Commission

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

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.

SCHEDULE

Part 4

QUALITY OF SERVICE AND GRADE OF SERVICE

1. Maps and Data

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

- (a) Maps showing Coverage for 3G service. 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 meters – 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;
- (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 the Commission, 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 the Commission.
- 2.3 The Licensee shall calculate the service unavailability for the Licensed Mobile Services for any period specified by the Commission from the information recorded in the network log, and shall upon request and within such time as may be specified by the Commission, provide the Commission 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:

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.

3.3 Performance Standards and Objectives

The Commission 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. Quality of Service

The Licensee shall ensure that the following quality of service targets are met:

Offering	To be achieved by	Population Coverage	Uplink Speed	Coverage Probability
UDD limited mobility 384 kbps downlink (outdoor)	15 December 2003	30%	144 kbps	99%
UDD limited mobility 384 kbps downlink (outdoor)	31 March 2004	33%	144 kbps	99%
UDD limited mobility 384 kbps downlink (outdoor)	31 December 2007	80%	144 kbps	99%
UDD low mobility (indoor) 384 kbps downlink (indoor)	31 December 2007	80%	144 kbps	93%

Offering	Max Speed (Applies to both Uplink and downlink)	To be achieved by	Population coverage	Coverage Probability
UDD full mobility rural (outdoor)	384 kbps	31 December 2007	80%	90%
UDD low mobility (indoor)	384 kbps	31 December 2007	80%	75%

5. Customer Service

5.1 Before the commencement of the provision of 3G Licensed 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 the Commission.

5.2 The Licensee guarantees the following grade of service to end users:

5.2.1 Customer Service Centre Offering

The Licensee shall maintain a customer care service facility which operates 24 hours a day, 365 days a year. The Licensee shall ensure that the customer care agents dealing with its customers receive high standards of training and are appropriately and adequately empowered to take on-the-spot measures to address customer issues.

5.2.2 Response Times

The Licensee shall ensure prompt treatment of calls made to the customer care service facility. The Licensee shall ensure that in any calendar year not less than 85% of calls made to its customer care service facility by its customers between 8am and 8pm, Monday to Friday are answered within 20 seconds and that, outside these hours, 80% of calls made to that facility by its customers are responded to within 35 seconds. The Licensee shall further ensure that in any calendar year not less than 80% of emails and web queries received from its customers at its customer care service facility between the hours of 8am and 8pm, Monday to Friday are answered within 4 hours, and that, outside those hours, not less than 80% of all email and web queries received from its customers at that centre are answered within 24 hours.

5.2.3 Order Completion

The Licensee shall ensure that in any calendar year not less than 80% of customer applications are activated for 3G network service within one hour of the Licensee receiving a correctly completed application form, subject only to the relevant applicant having a satisfactory credit assessment. In respect of the online provisioning of additional customer services offered to its customers, the Licensee shall operate a 24 hour, 365 days a year service to its customers.

5.2.4 Complaint Handling

The Licensee shall promptly investigate and respond to customer complaints. In particular, the Licensee shall ensure that in any calendar year not less than 85% of complaints communicated by its customers to its customer care service facility by telephone, email or via the Internet are responded to within 24 hours of the complaint having been received by the Licensee. In relation to the complaints received from customers in writing by the Licensee, the Licensee shall ensure that in any given calendar year not less than 85% of complaints are responded to in writing within 7 days of the complaint having been received by the Licensee.

5.2.5 Customer Billing Queries

The Licensee shall ensure that in any given calendar year not less than 85% of customer billing queries communicated to the customer care service facility by telephone, email or via the Internet are addressed within 24 hours of the query having been received. The Licensee shall ensure that in any given calendar year not less than 85% of customer billing queries communicated in writing to the customer care service facility are responded to within 7 days of receipt by the Licensee of the written query.

The Licensee shall also operate a service providing 365 days a year, 24-hour online access for all customers to customer billed and unbilled information.

5.2.6 Fault Repair

Where a customer of the Licensee so requests, the Licensee shall provide reasonable guidance to that customer in relation to the identification of a facility at which that customer may, at his own expense, procure the repair of any faulty handset device.

5.2.7 Customer Charter

The Licensee shall, no later than 15 December 2003, adopt and implement a Customer Charter governing relations between the Licensee and its customers. The Customer Charter shall set out the service level commitments of the Licensee in respect of customer care services and shall include, among other provisions, commitments that the Licensee shall:

- (i) Operate a customer care service facility to which customers may have online or telephone access 24 hours a day, 365 days a year;
- (ii) Ensure that in any given calendar year not less than 85% of calls to that facility from customers received between 8am and 8pm, Monday to Friday are answered within 20 seconds and that, outside these hours, not less than 80% of calls from customers to that facility are answered within 35 seconds;
- (iii) Ensure that in any given calendar year not less than 80% of emails and web queries received at that facility from customers between the hours of 8am and 8pm, Monday to Friday are answered within 4 hours, and that, outside of these hours, not less than 80% of email and web queries from customers are answered within 24 hours;
- (iv) Operate a facility by means of which each customer may have online access to their billed and unbilled billing information 24 hours per day, 365 days a year;
- (v) Ensure that, in any given calendar year, it investigates and responds to not less than 85% of customer complaints communicated to the customer care service facility by telephone, email or via the Internet within 24 hours of the receipt of the complaint;

- (vi) Ensure that, in any given calendar year, it investigates and responds in writing to not less than 85% of customer complaints received in writing within 7 days of the receipt of complaint;
- (vii) Ensure that, in any given calendar year, it addresses not less than 85% of customer billing queries communicated to the customer care service facility by telephone, email or via the Internet within 24 hours of the receipt of the query;
- (viii) Ensure that, in any given calendar year, it responds in writing within 7 days of receipt to not less than 85% of customer billing queries communicated in writing to the customer care service centre;
- (ix) Operate a facility for the 365 day a year, 24-hour online provisioning for additional customer services offered to its customers;
- (x) Ensure that, in any given calendar year, not less than 80% of applicant customers are activated within one hour of receiving a correctly completed application form.

For the purposes of the financial guarantees provided in Part 7(1) of this Schedule, each one of these service level commitments shall be referred to individually as a “Customer Charter Service Level Commitment”.

The Licensee shall not alter or vary the Customer Charter without the consent of the Commission.

5.2.8 Customer compensation

On the adoption of the Customer Charter, the Licensee shall put in place a procedure under which a customer may submit a complaint to a person designated by the Licensee (who may be an officer of the Licensee) concerning any failure by the Licensee to adhere to service levels specified in the Customer Charter. Following the receipt by the Licensee of a complaint from a customer, it shall transmit the complaint to the designated person who shall conduct an investigation which shall not exceed in duration 10 working days beginning on the day following the transmission of the complaint to her by the Licensee. Where the designated person finds that the complaint is justified and that the Licensee has failed to adhere to service levels specified in the Customer Charter, she may, in her discretion, award compensation to the customer who complained, in full and final settlement of that customer’s

complaint. The compensation may be by way of billing discount, call credit or otherwise.

SCHEDULE

Part 5

ROLL-OUT AND COVERAGE REQUIREMENTS

1. The Licensee shall launch commercial 3G services not later than 15 December 2003.
2. The Licensee shall ensure that demographic Coverage of the 3G network shall not fall below 33% on or after 31 March 2004.
3. The Licensee shall ensure that demographic Coverage of the 3G network services shall not fall below 53% on or after 31 August 2005.
4. The Licensee shall ensure that demographic Coverage of the 3G network services shall not fall below 80% on or after 30 December 2007.
5. The Licensee shall ensure that the following network coverage targets are met by the corresponding dates stipulated:

UDD full mobility (outdoor) at 144 kbps demographic Coverage of 30%	Not later than 15 December 2003
Time to reach UDD full mobility (outdoor) 144 kbps demographic Coverage of 33%	Not later than 31 March 2004
Time to reach UDD full mobility (outdoor) 144 kbps demographic Coverage of 53%	Not later than 31 August 2005
Time to reach UDD full mobility (outdoor) 144 kbps demographic Coverage of 80%	Not later than 31 December 2007

SCHEDULE

Part 6

NATIONAL ROAMING

A. National Roaming

The Commission 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 Mobile Telephony Licence issued by the Commission 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 Postal and Telecommunications Services Act, 1983, as amended*, 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 Postal and Telecommunications Services Act, 1983, as amended, and the 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

* Please see below for the status of references to Licences issued under the 1983 after the transposition of the European Communities Electronic Services Directives.

* Under Regulation 22(1) of the European Communities (Electronic Communications Networks and Services)(Authorisation) Regulations, 2003 S.I. 306 of 2003 the licensee is deemed to be Authorised under Regulation 4 of those Regulations from the commencement of those Regulations. As such all references to licences issued under the Postal and Telecommunications Services Act 1983 shall now read as references to Authorisations under Regulation 4.

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) The Commission 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 it thinks 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. 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 the Commission 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 the Commission 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 the Commission 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 the Commission having regard to paragraph 6 and any directions or guidelines on the Application of this Condition issued from time to time by the Commission; and

(b) in considering whether a term or condition (including a charge) of a National Roaming Agreement is reasonable, the Commission 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; the Commission 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 the Commission to be appropriate in the circumstances.

6. (1) Where there is a dispute concerning National Roaming the Commission 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 the Commission makes to resolve the dispute shall represent a fair balance between the legitimate interests of both parties. In so doing, the Commission 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 the Commission 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) The Commission 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 it under this paragraph or where it 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. Any determination made by the Commission 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. The Commission 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 Technical Specifications (and their future 3G equivalents).

“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 was not licensed to provide mobile telecommunications services and networks in Ireland on 27 March 2002 and who did not have control of and was not controlled by a body corporate which was so licensed on or before that date.

“Supplementary services” shall have the meanings attached by the relevant ETSI/GSM 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 Technical Specifications (and their future 3G equivalents).

“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. 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 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.

SCHEDULE

Part 7

PERFORMANCE AND FINANCIAL GUARANTEES (1)

**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**

- 1.2 The Licensee shall, before the licence commencement date, put in place a programme to measure and monitor compliance with the performance targets set out in Part 4. The programme shall include the reporting procedures to the Commission and shall be in such form as agreed with the Commission or as may be specified by the Commission from time to time.
- 1.3 The Licensee shall, within 31 days of each relevant performance target notify the Commission that the Licensee has either (a) met the said performance target, or (b) that the Licensee has failed to meet the said performance target. Failure by the Licensee to so notify the Commission shall be deemed to indicate non-compliance with the relevant performance target.

SCHEDULE

Part 7

Performance and Financial Guarantees (2)

1. 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

- 1.2 The Licensee shall, before the licence commencement date, put in place a programme to measure and monitor compliance with the performance targets set out. The programme shall include the reporting procedures to the Commission and shall be in such form as agreed with the Commission or as may be specified by the Commission from time to time.
- 1.3 The Licensee shall, within 31 days of each relevant performance target notify the Commission that the Licensee has either (a) met the said performance target, or (b) that the Licensee has failed to meet the said performance target. Failure by the Licensee to so notify the Commission shall be deemed to indicate non-compliance with the relevant performance target.
- 1.6 The financial guarantees provided by the Licensee in this Part 7 shall be secured by performance bonds to be issued by a credit institution with a minimum long-term debt A credit rating.
- 1.7 The Licensee shall not be liable to pay to the Commission the amounts guaranteed in this Part 7 where it has failed to meet any performance target specified in Parts 4, 5 or 8 as a result of an event beyond the reasonable control of the Licensee (including, without limitation, any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, act of terrorism, military operations, malicious damage, compliance with a law or governmental order, rule, regulation or direction, restrictions due to the spread or possible spread of disease among humans or animals, each a Force Majeure event) provided always that the Licensee shall use its best efforts to mitigate the effects of the Force Majeure event on performance of its obligations under the Licence.

SCHEDULE

Part 8

SITE SHARING

General

1. If and for so long as the Licensee or any member of its Group is authorised under the Postal and Telecommunications Services Act, 1983, as amended, 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 the '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 the Site Sharing Agreement concluded pursuant to this Condition provides access to 50% of the 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 Condition.
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 a reasonable level of compensation for use of the site.
 - 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 Condition are without prejudice to the rights and obligations relating to facility sharing granted or imposed by the European Communities (Interconnection in Telecommunications) Regulations, 1998, as amended, or otherwise.
 5. The Licensee shall ensure that the terms on which access is provided pursuant to the Site Sharing Agreement to the Radio transmission sites under its control are reasonable, transparent and non-discriminatory.
 6. The Licensee shall participate in a code of practice concerning the sharing of Radio transmission sites and any process relating thereto and shall comply with any decision of the Commission in that regard, provided that that code of practice is in terms substantially similar to those contained in the Radio Site Sharing Code of Practice contained in Appendix B11 of ODTR document 01/100.
 7. The Licensee shall provide at the Commission's request a list of the locations of the sites covered by this Part. In response to a request by the Commission, 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 ensure that charges for access to Radio transmission sites under the control of the Licensee pursuant to the Site Sharing Agreement shall be cost-oriented and shall, from time to time, submit those terms for review by the Commission together with detailed justification of the cost

basis applied in arriving at those charges. Nothing in this Part shall prevent the Licensee from waiving a charge for access to a Radio transmission site where that access is being granted on a reciprocal basis.