



An Coimisiún um
Rialáil Cumarsáide
Commission for
Communications Regulation

Spectrum Lease Notification

Proposed lease of spectrum rights in the 3.6 GHz band from Dense Air Ireland Limited and Vodafone Ireland Limited to Eircom Limited

Information Notice

Reference: ComReg 23/10

Date: 02/02/2023

An Coimisiún um Rialáil Cumarsáide
Commission for Communications Regulation

1 Lárcheantar na nDugaí, Sráid na nGildeanna, BÁC 1, Éire, D01 E4X0.
One Dockland Central, Guild Street, Dublin 1, Ireland, D01 E4X0.
Teil | Tel +353 1 804 9600 Suíomh | Web www.comreg.ie

Content

Section	Page
1: Introduction.....	4
2: Background	5
3: Key elements of the Lease Notification	6
4: Submitting comments and next steps	7
4.1 Submitting Comments.....	7
4.2 Next steps	8

Annex

Section	Page
Annex 1: Proposed leases	10
Annex 2: Non-confidential version of eir/Dense Air proposed lease agreement 12	
Annex 3: Non-confidential version of eir/Vodafone proposed lease agreement 20	

1: Introduction

1. In October 2017, the Commission for Communications Regulation (“ComReg”) published its response (“Document 17/82”)¹ to the public consultation (“Document 17/47”)² on its draft framework for spectrum leases in Ireland (“Spectrum Lease Framework”). ComReg also updated its spectrum transfer procedures to reflect its decisions on the Spectrum Lease Framework in the RSPP³ and 700 MHz⁴ bands (“Document 14/11R”⁵).
2. While the draft Wireless Telegraphy (Transfer of Spectrum Rights of Use) (Amendment) Regulations have yet to be made, there is no impediment to leasing applications being submitted in advance of the completion of that process.⁶
3. On 19 January 2023 and 1 February 2023 Eircom Limited (“eir”) submitted to ComReg notifications (the “Lease Notifications”) to lease spectrum rights in the 3.6 GHz band from Dense Air Ireland Limited (“Dense Air”) and Vodafone Ireland Limited (“Vodafone”) (“the “Proposed Leases”) respectively.
4. Having considered the Lease Notification, and in accordance with the procedures set out in Document 14/11R (and paragraphs 15-17 of same in particular), this Information Notice sets out:
 - the key elements of the Proposed Leases; and
 - the process by which interested parties may make submissions on the Proposed Leases and next steps.

¹ ComReg Document 17/82 – Spectrum leases in Ireland: Response to Consultation on the framework for spectrum leases in Ireland – published 12 October 2017. <https://www.comreg.ie/publication-download/spectrum-leases-ireland-response-consultation-framework-spectrum-leases-ireland>

² ComReg Document 17/47 – Consultation on Spectrum leasing in Ireland: Consultation on Spectrum leasing in Ireland – published 1 June 2017. <https://www.comreg.ie/publication-download/consultation-spectrum-leasing-ireland>

³ The EU RSPP Decision (Decision No 243/2012/EU) requires EU Member States to allow the transfer or leasing of spectrum rights of use in the 800 MHz, 900 MHz, 1800 MHz, 2100 MHz, 2.6 GHz and 3.6 GHz bands (the “RSPP Bands”).

⁴ Decision (EU) 2017/899 of 17 May 2017 on the use of the 470-790 MHz frequency band in the Union requires EU Member States to allow the transfer or leasing of spectrum rights of use in the 700 MHz (694-790 MHz) band.

⁵ ComReg Document 14/11R – Spectrum Transfer and Lease Framework in Ireland: Procedures and Guidelines, and Notification Form(s) – published 12 October 2017. <https://www.comreg.ie/publication-download/framework-for-spectrum-transfers-and-spectrum-transfer-notification-form>

⁶ See, for example, the Wireless Telegraphy (3.6 GHz Band Licences) Regulations 2016 (S.I. No. 532 of 2016) at <http://www.irishstatutebook.ie/eli/2016/si/532/made/en/print#>

2: Background

5. On 14 June 2017, ComReg invited the existing 3.6 GHz Band FWALA licensees to apply for Transition Protected Licences or Transition Unprotected Licences, as appropriate, if they intended to continue to provide services in the 3.6 GHz Band following the transition period following the cessation of the 3.6 GHz Band FWALA licensing scheme on 31 July 2017, subject to the provisions of the Transition Plan.⁷
6. ComReg issued a Transition Unprotected Licence (“TUL”) to eir on 31 July 2017. The 3.6 GHz Band TUL authorised eir to use the 3410 MHz – 3424 MHz and 3510 MHz – 3524 MHz frequencies within a 20 km radius of the Black Valley, Co. Kerry (Latitude: 51.967872, Longitude: -9.611577).
7. Regulation 5(5) of the 3.6 GHz Band Licences Regulations⁸ specifies that a 3.6 GHz Band TUL shall expire on 31 July 2022. Therefore, eir could not apply for a new 3.6 GHz Band TUL when its TUL expired on 31 July 2022.
8. ComReg formed the view that the lease of spectrum rights in the 3.6 GHz band to eir from each of Dense Air and Vodafone would not distort competition and determined that the leases may be put into effect for six months until 31 January 2023.⁹

⁷ For information on Transition Protected Licences, Transition Unprotected Licences and the Transition Plan, please see sections 2.6, 2.7 and 3.8 of the 3.6 GHz Band Spectrum Award – Information Memorandum (Document 16/71) https://www.comreg.ie/media/dlm_uploads/2016/08/ComReg-1671.pdf

⁸ Statutory Instrument No. 532/2016 - Wireless Telegraphy (3.6 GHz Band Licences) Regulations 2016.

⁹ ComReg Document 22/656 – Spectrum Lease Determination: Lease of spectrum rights in the 3.6 GHz band from Dense Air Ireland Limited and Vodafone Ireland Limited to Eircom Limited – published 25 July 2022 <https://www.comreg.ie/media/2022/07/ComReg-2265.pdf>

3: Key elements of the Lease Notification

9. Details of the Lease Notification are set out in the **Annex** to this Information Notice but, at a high level, entail eir leasing:
 - a. 14 MHz of Dense Air's 3.6 GHz band spectrum rights at the one location;
and
 - b. 14 MHz of Vodafone's 3.6 GHz band spectrum rights at the same location.
10. The Proposed Leases are for three calendar months.
11. ComReg notes that the Lease Notifications do not entail any amendments to the conditions of the Dense Air and Vodafone 3.6 GHz Band Liberalised Use Licences.

4: Submitting comments and next steps

4.1 Submitting Comments

12. In accordance with Document 14/11R, ComReg now invites submissions from interested parties on the Lease Notification and refers to the Chapter 3 of Document 14/11R for guidance on how ComReg will determine whether or not a proposed lease would distort competition.
13. ComReg requests that submissions be made by no later than **9 February 2023**.
14. Submissions must be provided in written form (e-mail) to marketframeworkconsult@comreg.ie, clearly marked — Submissions to ComReg Document 23/10.
15. Electronic submissions should be submitted in an unprotected format so that they may be readily included in the ComReg submissions document for electronic publication.
16. ComReg appreciates that respondents may wish to provide confidential information if their comments are to be meaningful. In order to promote openness and transparency, ComReg will publish all respondents' submissions to this notice, as well as all substantive correspondence on matters relating to this document, subject to the provisions of ComReg's guidelines on the treatment of confidential information (Document 05/24).
17. In this regard, respondents should submit views in accordance with the instructions set out below. When submitting a response to this notification that contains confidential information, respondents must choose one of the following options:
 - A. Submit both a non-confidential version and a confidential version of the response. The confidential version must have all confidential information clearly marked and highlighted in accordance with the instruction set out below. The separate non-confidential version must have actually redacted all items that were marked and highlighted in the confidential version.

OR

 - B. Submit only a confidential version and ComReg will perform the required redaction to create a non-confidential version for publication. With this option, respondents must ensure that confidential information has been marked and highlighted in accordance with the instructions set out below. Where confidential

information has not been marked as per our instructions below, then ComReg will not create the non-confidential redacted version and the respondent will have to provide the redacted non-confidential version in accordance with option A above.

18. For ComReg to perform the redactions under Option B above, respondents must mark and highlight all confidential information in their submission as follows:
 - a. Confidential information contained within a paragraph must be highlighted with a chosen particular colour,
 - b. Square brackets must be included around the confidential text (one at the start and one at the end of the relevant highlighted confidential information),
 - c. A Scissors symbol (Symbol code: Wingdings 2:38) must be included after the first square bracket.
19. For example, “Redtelecom has a market share of [~~25%~~].”

4.2 Next steps

20. ComReg will consider all submissions made in response to this notice within the specified deadline and:
 - may request further information from the notifying parties and from other sources to aid in its assessment of any submissions received;
 - may enter into discussions with the notifying parties with a view to identifying measures which would ameliorate any effects of the notified lease on competition;
 - if it forms the opinion that the Proposed leases would not be likely to distort competition, will determine that the Proposed Leases may be put into effect and publish notice of its determination on its website on the same day as the determination is made¹⁰; and
 - if having considered the information provided and all submissions received, ComReg is unable on the basis of the information before it to form a view that the result of a lease will not be to distort competition, ComReg will make a

¹⁰ In particular, ComReg will, within 35 working days of the publication of this Information Notice, inform the notifying parties and any other undertakings or third parties who have made submissions that it has so determined. On the date of the determination, the Commission, in addition to informing the notifying parties, will publish notice of the making of the determination on its website. The Commission will publish a non-confidential version of the text of its determination on its website at the earliest possible date thereafter (and in any event, no later than two months from the date of the determination).

determination to carry out a full investigation of any such lease (i.e. to proceed to phase 2 as set out in Document 14/11R).

Annex 1: Proposed leases

Figure 1: Relevant service area for the proposed lease of spectrum from Dense Air and Vodafone to eir

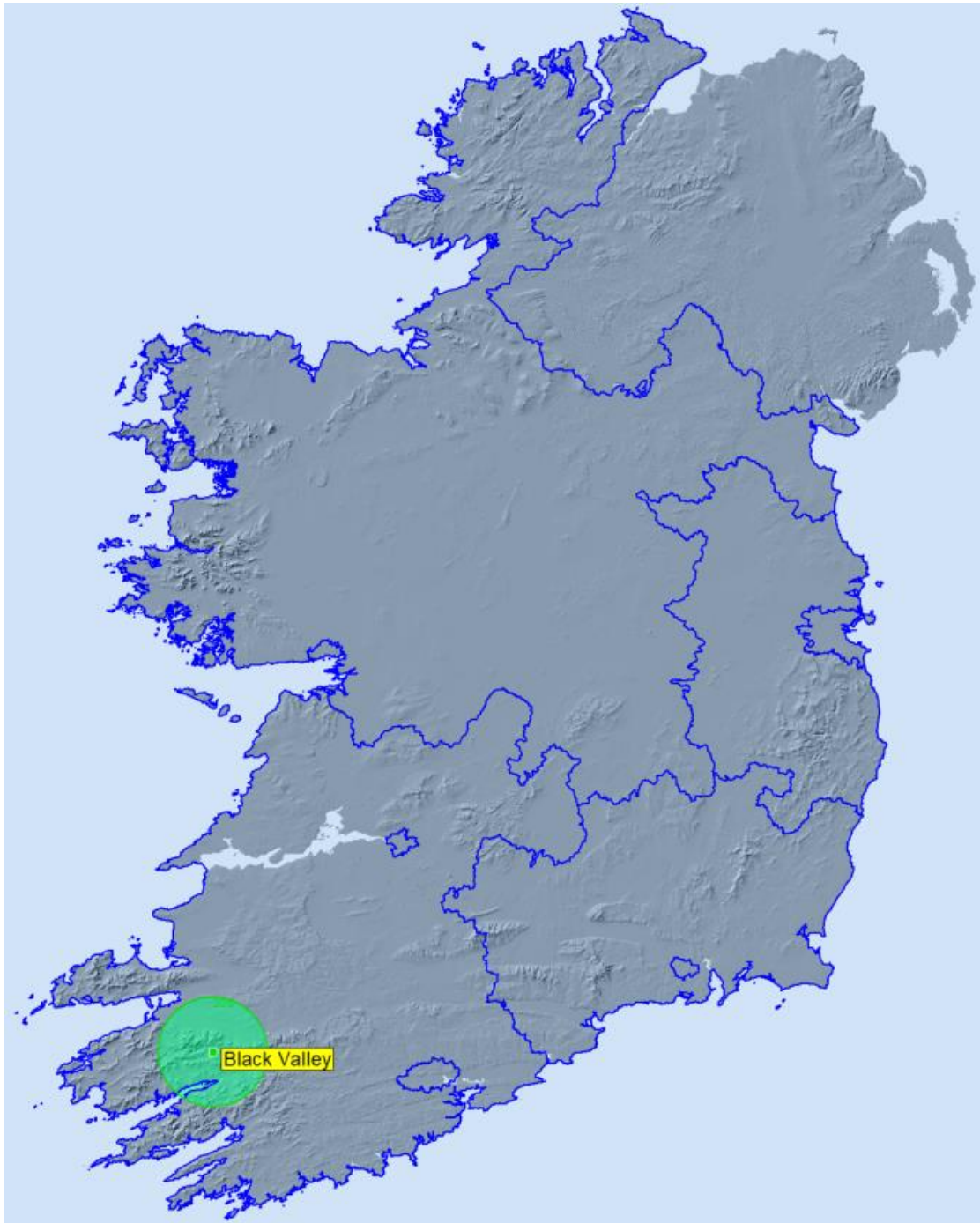


Table 1: Technical details for the proposed eir/Dense Air lease

Service area	Centre Point of service area		Radius (km)	Frequency Range (MHz)	Quantum of spectrum (MHz)	Maximum EIRP per Sector (dBm over 20MHz)
	Latitude	Longitude				
Black Valley	51.967872	-9.611577	20	3410 – 3424	14	37

Table 2: Technical details for the proposed eir/Vodafone lease

Service area	Centre Point of service area		Radius (km)	Frequency Range (MHz)	Quantum of spectrum (MHz)	Maximum EIRP per Sector (dBm over 20MHz)
	Latitude	Longitude				
Black Valley	51.967872	-9.611577	20	3510 – 3524	14	37

Annex 2: Non-confidential version of eir/Dense Air proposed lease agreement

Dated 29th June 2022

(1) DENSE AIR IRELAND LIMITED

AND

(2) EIRCOM LIMITED

3.6GHz SPECTRUM SUBLICENCE

THIS LICENCE is made the 1st day of August 2022 (the **Licence Agreement**)

BETWEEN

(1) **Dense Air Ireland Limited** having its registered office at Unit 405, Q House, 176 Furze Rd, Sandyford Business Park, Dublin 18, D18 CD51 "**Dense Air**", and

(2) **eircom Limited** having its registered office at 2022 Bianconi Avenue, Citywest Business Campus, Dublin 24 D24 HX03 "**eir**" (which expression shall where the context so admits include its successors and assigns)

1 Background and Purpose

The Commission for Communication Regulation (**ComReg**), in exercise of its powers granted to **eir** a licence to use 3.6GHz Band Spectrum (**Dense Air's 3.6GHz Band Licence**).

Dense Air does not currently use all the spectrum allocated to it under **eir's** 3.6GHz Band Spectrum and further to the 3.6 GHz Band Spectrum Award (the **Award**) conducted by ComReg in 2017. In light of the transition by **eir** from its former 3.6 GHz Band spectrum on foot of the Award Dense air and **eir** have agreed a short-term sub licence of some of the unused part of **Dense Air's** 3.6GHz Band Spectrum to **eir**.

2 Scope of this Licence Agreement

The purpose of this Licence Agreement is to set out the terms under which the agreed part of **Dense Air's** 3.6GHz Band Spectrum will be sub licensed to **eir** for a short and defined period of time in the frequencies, locations and area as identified in Annex 1 to this Licence Agreement (**Annex 1**).

In consideration of the agreement by **eir** to comply with the terms and conditions of this Licence Agreement hereinafter contained Dense Air **HEREBY GRANTS** to **eir** a right for the period of six (6) calendar months from the 1st August 2022 (the **Licence Period**) **TO USE** that part of **Dense Air's** 3.6 GHz Band Spectrum in the service areas and at the frequency ranges identified in Annex 1 hereto and the Apparatus Locations set out in Annex 2 (the **Licensed Spectrum**) **AND eir** hereby agrees to be bound by and observe the terms and conditions of this Licence Agreement hereinafter contained. The parties acknowledge that the grant of Licence is conditional on ComReg granting its consent to such Licence under the Spectrum Transfer and Lease Framework in Ireland (ComReg Document 14/11R) the '**Framework**').

Terms and Conditions

1. **eir** shall discharge any liability which may arise under any legislation or otherwise in consequence of its use of the Licensed Spectrum.
2. **eir** shall be responsible for all damage or loss created by **eir**, in or about the use by them of the Licensed Spectrum or otherwise arising as a result of any act, neglect or default on the part of **eir**, and **eir** hereby indemnifies Dense Air in respect of all such damage or loss.
3. **eir** covenants to ensure that **Dense Air's** telecommunications business will be in no way interfered with or disrupted by **eir** or any of its employees, agents or contractors.
4. Dense Air accepts no responsibility for any loss or damage caused to **eir** arising out of **eir's** use of the Licensed Spectrum.
5. Use of the Licensed Spectrum is entirely at **eir's** own risk, no claims for damages or losses will be entertained by Dense Air.

6. **eir** shall on its own behalf and shall ensure that its agents and contractors effect and keep in force during the term of this Licence Agreement such public liability, employers' liability and any other policies of insurance as maybe necessary to cover **eir** against any claim arising under this Licence Agreement.
7. **eir** shall observe and comply with (1) the rights of the radio frequency under **Dense Air's** 3.6 GHz Band Spectrum licence granted by ComReg to Dense Air (including all terms and conditions in that licence) which are to be sub licensed to **eir** by Dense Air and (2) all rules and regulations from time to time made by ComReg for the proper and orderly use of the Licensed Spectrum. The lessor is and will continue to comply with all the licence conditions attaching to the rights of use to spectrum to be transferred following a partial transfer.
8. **Dense Air** will comply with all licence conditions of **Dense Air's** 3.6 GHz Band Spectrum.
9. **eir** hereby covenants with **Dense Air** that upon expiration of the Licence Period, **eir** shall no longer use the Licensed Spectrum.
10. At the end of the Licence Period **Dense Air** and **eir** may agree to extend the Licensed Period for a further period of six (6) months.
11. If any of the terms and conditions herein contained are not observed or performed or if **eir** goes into liquidation or permits a receiver or examiner to be appointed over its assets then and in any of the said cases and at any time thereafter it shall be lawful for **Dense Air** to forthwith terminate this Licence Agreement but without prejudice to any right of action or remedy of **Dense Air** in respect of any antecedent breach by **eir** of any of the within terms and conditions.
12. **Dense Air** by granting this licence does not undertake that the Licensed Spectrum is or will become or will remain fit for the purpose to which **eir** puts or intends to put it.
13. The address of **eir** and **Dense Air** for the service of all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or post by registered post to the following addresses:

eir: The Company Secretary
 eircom Limited
 2022 Bianconi Avenue, Citywest Business Campus, Dublin 24 D24 HX03

Dense Air: The Company Secretary
 Dense Air Ireland Limited
 Unit 405, Q House, 176 Furze Rd, Sandyford Business Park, Dublin 18, D18 CD51
14. **eir** shall be a licensee only and accordingly this Licence Agreement is not intended, nor shall it operate or be deemed to operate either at law or in equity as a demise of any property the subject matter of this Licence Agreement.
15. The Licence Agreement is subject to the (relevant aspects) of the Spectrum Transfer and Lease Framework in Ireland (ComReg Document 14/11R) the **Framework**), including:
 - (a) confirmation by ComReg that all requisite information and administrative fee has been provided;
 - (b) publication by ComReg of a notice on its website containing certain information;
 - (c) consideration of any responses received from third parties; and
 - (d) a determination by ComReg.

eir shall be responsible for the provision of all necessary information required by ComReg for the purposes of it reaching a determination under the Framework. **Dense Air** shall co-operate with **eir** in providing **Dense Air** related information reasonably required by **eir** for the application to ComReg.

The parties acknowledge that this Licence is conditional on ComReg granting its consent in accordance with the Framework, and that **Dense Air** shall have no liability to **eir** in the event that ComReg does not approve this Licence under the Framework for any reason.

16. To comply with the Framework, the following details are required for the ComReg notice:
- (a) The names of the notifying parties (and trading names);
 - (b) The business activities of the undertakings involved in the transfer or lease notification.
 - (c) Technical details of the transfer or lease notification;
 - (d) the service area, frequency range and dates set out in Annex 1;
 - (e) the apparatus locations set out in Annex 2 to this Licence Agreement;
 - (f) Services to be provided;
The provision of FWA services to eir's existing customers only within the service area identified in Annex 1; and
 - (g) apparatus to be used in the proposed service area-
Apparatus will be as currently licensed and operated by eir in its liberalised licence and TUL licence.
17. For the avoidance of doubt this Licence Agreement hereby granted shall be personal to **eir** and shall not be assignable.
18. Save in respect of its own acts or omissions **Dense Air** shall not be liable for the death of any person or injury to or for damage to any property of or for any losses or claims or demands or actions or proceedings or damages or costs or expenses or other liability incurred by **eir** or any person whatsoever in the exercise or the purported exercise of the rights granted by this Licence Agreement.
19. Save in respect of **Dense Air's** acts or omissions **eir** acknowledges that use of the Licensed Spectrum is at **eir's** sole and own risk as regards injuries to person and/or loss or damage to property and that **Dense Air** and any of its agents or servants shall not have any liability to **eir** in this regard.
20. **Dense Air** shall not be liable to **eir** for any failure to perform any of its obligations under this Licence Agreement (including making the Licensed Spectrum available for use by **eir** during the Licence Period where such failure is as a result of causes or circumstances beyond the control of **Dense Air** including but not limited to acts of God and/or actions or inactions of any governmental or statutory authority and/or fires and/or floods and/or civil unrest or wars.
21. Each party shall be responsible for its own legal costs and expenses in or about the negotiation and preparation of this Licence Agreement.
22. If any provision of this Licence Agreement is prohibited or unenforceable in any jurisdiction, then such prohibition or unenforceability shall not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction.

23. Except as provided at law or equity or elsewhere in this Licence Agreement none of the provisions of this Licence Agreement shall be varied or waived or discharged or released except with the prior written consent of the parties.
24. This Licence Agreement constitutes the whole agreement and entire understanding between the parties and supersedes and replaces any previous agreements or arrangements or understandings between the parties relating to its subject matter.
25. No waiver by any party of any of the requirements of this Licence Agreement shall have effect unless given in writing and signed by or on behalf of the party giving the waiver and no delay by any party in exercising any of its rights under this Licence Agreement shall impair the same.
26. This Licence Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Licence Agreement.
27. Neither party shall be liable to the other for any delay or failure to perform its obligations hereunder as a result of force majeure. For the avoidance of any doubt, no claim of force majeure shall entitle **eir** to continue use of the Licensed Spectrum beyond the Licensed Period agreed with **Dense Air**.
28. This Licence Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.

IN WITNESS whereof the parties have entered into this Licence Agreement on the date specified above.

Signed		
Name	William McCoubrey	Graham Currier
Title	Head of Regulatory Strategy	Director
Company	eircom Limited	Dense Air Ireland Ltd
Date	29/06/2022	29/06/2022

ANNEX 1- Service Area, Frequency Range and Commencement/Expiry Dates entailed by the Licence Agreement

Existing FWALA Licence Reference Number	Centre Point of FWALA Service Area (Easting, Northing)	Frequencies Assigned under Existing FWALA Licence	Commencement Date	Expiry Date
F31459/1	089290E, 080700N	3410MHz - 3424MHz	01/08/2022	31/01/2023

Table 1: Service Area, Frequency Range and Commencement/Expiry Dates entailed by the Proposed Arrangement

ANNEX 2 – Details of Apparatus Location entailed by the Licence Agreement

Existing FWALA Licence Reference Number	Centre Point of FWALA Service Area (Easting, Northing)	Manufacturer	Model
F31459/1	089290E, 080700N	Redacted	Redacted

Table 2: Details of Apparatus Location entailed by Licence Agreement

Annex 3: Non-confidential version of eir/Vodafone proposed lease agreement

Dated 31 January 2023

(1) VODAFONE IRELAND LIMITED

AND

(2) EIRCOM LIMITED

3.6GHz SPECTRUM SUBLICENCE

THIS LICENCE is made the 31st day of January 2023 (the **Licence Agreement**)

BETWEEN

(1) Vodafone Ireland Limited having its registered office at MountainView, Leopardstown, Dublin 18. D18 XN97 and

(2) eircom Limited having its registered office at 2022 Bianconi Avenue, Citywest Business Campus, Dublin 24 D24 HX03 (eir, which expression shall where the context so admits include its successors and assigns)

1 Background and Purpose

The Commission for Communication Regulation (**ComReg**), in exercise of its powers granted to eir a licence to use 3.6GHz Band Spectrum (**Vodafone's 3.6GHz Band Licence**).

Vodafone does not currently use all of the spectrum allocated to it and further to the 3.6 GHz Band Spectrum Award (the **Award**) conducted by ComReg in 2017. In light of the transition by eir from its former 3.6 GHz Band spectrum on foot of the Award Vodafone and eir have agreed a short term sub licence of some of the unused part of Vodafone's 3.6GHz Band Spectrum to eir.

2 Scope of this Licence Agreement

The purpose of this Licence Agreement is to set out the terms under which the agreed part of Vodafone's 3.6GHz Band Spectrum will be sub licensed to eir for a short and defined period of time in the frequencies, locations and area as identified in Annex 1 to this Licence Agreement (**Annex 1**).

In consideration of the agreement by eir to comply with the terms and conditions of this Licence Agreement hereinafter contained Vodafone **HEREBY GRANTS** to eir a right for the period of three (3) calendar months from the 1st February 2023 (the **Licence Period**) **TO USE** that part of Vodafone's 3.6 GHz Band Spectrum in the service areas and at the frequency ranges identified in Annex 1 hereto and the Apparatus Locations set out in Annex 2 (the **Licensed Spectrum**) **AND** eir hereby agrees to be bound by and observe the terms and conditions of this Licence Agreement hereinafter contained. The parties acknowledge that the grant of Licence is conditional on ComReg granting its consent to such Licence under the Spectrum Transfer and Lease Framework in Ireland (ComReg Document 14/11R) the '**Framework**').

Terms and Conditions

eir shall pay a licence fee of €100 plus VAT (the **Licence Fee**) to Vodafone for the use of Licensed Spectrum. This Licence Fee is in line with the nominal fee proposed by ComReg for Temporary ECS Licences.

1. If eir shall fail to pay any sum made payable herein within ninety (90) days of the day herein prescribed for the payment of same such unpaid sum shall bear interest from the day or days on which the same shall become due to the date of actual payment (after as well as before any judgement) at a rate per centum per month which shall equal the monthly rate of interest for the time being chargeable under Section 1080 of the Taxes Consolidation Act 1997 (or such other monthly rate of interest as may from time to time be chargeable upon arrears of tax).
2. eir shall discharge any liability which may arise under any legislation or otherwise in consequence of its use of the Licensed Spectrum.
3. eir shall be responsible for all damage or loss created by eir, in or about the use by them of the Licensed Spectrum or otherwise arising as a result of any act, neglect or default on the part of eir, and eir hereby indemnifies Vodafone in respect of all such damage or loss.

4. eir covenants to ensure that Vodafone's telecommunications business will be in no way interfered with or disrupted by eir or any of its employees, agents or contractors.
5. Vodafone accepts no responsibility for any loss or damage caused to eir arising out of eir's use of the Licensed Spectrum.
6. Use of the Licensed Spectrum is entirely at eir's own risk, no claims for damages or losses will be entertained by Vodafone.
7. eir shall on its own behalf and shall ensure that its agents and contractors effect and keep in force during the term of this Licence Agreement such public liability, employers liability and any other policies of insurance as maybe necessary to cover eir against any claim arising under this Licence Agreement.
8. eir shall observe and comply with (1) the rights of the radio frequency under Vodafone's 3.6 GHz Band Spectrum licence granted by ComReg to Vodafone (including all terms and conditions in that licence) which are to be sub licensed to Eir by Vodafone and (2) all rules and regulations from time to time made by ComReg for the proper and orderly use of the Licensed Spectrum. The lessor is and will continue to comply with all the licence conditions attaching to the rights of use to spectrum to be transferred following a partial transfer.
9. Vodafone will comply with all licence conditions of Vodafone's 3.6 GHz Band Spectrum.
10. eir hereby covenants with Vodafone that upon expiration of the Licence Period, eir shall no longer use the Licensed Spectrum.
11. If the Licence Fee is not paid by eir when it falls due or if any of the other terms and conditions herein contained are not observed or performed or if eir goes into liquidation or permits a receiver or examiner to be appointed over its assets then and in any of the said cases and at any time thereafter it shall be lawful for Vodafone to forthwith terminate this Licence Agreement but without prejudice to any right of action or remedy of Vodafone in respect of any antecedent breach by eir of any of the within terms and conditions.
12. Vodafone by granting this licence does not undertake that the Licensed Spectrum is or will become or will remain fit for the purpose to which eir puts or intends to put it.
13. eir covenants with Vodafone that it will pay on the signing of this Licence Agreement the Licence Fee.
14. eir shall pay stamp duty (if any) on this Licence Agreement.
15. eir shall pay all VAT that may be exigible on any payments made or to be made by eir to Vodafone under the terms of or arising out of this Licence Agreement and any VAT (if any) that may be exigible in relation to the entry in to of this Licence Agreement.
16. The address of eir and Vodafone for the service of all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or post by registered post to the following addresses:

eir: The Company Secretary
eircom Limited
2022 Bianconi Avenue, Citywest Business Campus, Dublin 24 D24 HX03

Vodafone : The Company Secretary
Vodafone Ireland Limited
Unit 405, Q House, 176 Furze Rd, Sandyford Business Park, Dublin 18, D18 CD51

17. eir shall be a licensee only and accordingly this Licence Agreement is not intended nor shall it operate or be deemed to operate either at law or in equity as a demise of any property the subject matter of this Licence Agreement.
18. The Licence Agreement is subject to the (relevant aspects) of the Spectrum Transfer and Lease Framework in Ireland (ComReg Document 14/11R) the **Framework**, including:
- (a) confirmation by ComReg that all requisite information and administrative fee has been provided;
 - (b) publication by ComReg of a notice on its web-site containing certain information ;
 - (c) consideration of any responses received from third parties; and
 - (d) a determination by ComReg.

eir shall be responsible for the provision of all necessary information required by ComReg for the purposes of it reaching a determination under the Framework. Vodafone shall co-operate with eir in providing Vodafone related information reasonably required by eir for the application to ComReg.

The parties acknowledge that this Licence is conditional on ComReg granting its consent in accordance with the Framework, and that Vodafone shall have no liability to eir in the event that ComReg does not approve this Licence under the Framework for any reason.

19. To comply with the Framework, the following details are required for the ComReg notice:
- (a) The names of the notifying parties (and trading names);
 - (b) The business activities of the undertakings involved in the transfer or lease notification.
 - (c) Technical details of the transfer or lease notification;
 - (d) the service area, frequency range and dates set out in Annex 1;
 - (e) the apparatus locations set out in Annex 2 to this Licence Agreement;
 - (f) Services to be provided;
The provision of FWA services to eir's existing customers only within the service area identified in Annex 1; and
 - (g) apparatus to be used in the proposed service area-
Apparatus will be as currently licensed and operated by eir in its liberalised licence and TUL licence.

20. For the avoidance of doubt this Licence Agreement hereby granted shall be personal to eir and shall not be assignable.
21. Save in respect of its own acts or omissions Vodafone shall not be liable for the death of any person or injury to or for damage to any property of or for any losses or claims or demands or actions or proceedings or damages or costs or expenses or other liability incurred by eir or any person whatsoever in the exercise or the purported exercise of the rights granted by this Licence Agreement.
22. Save in respect of Vodafone's acts or omissions eir acknowledges that use of the Licensed Spectrum is at eir's sole and own risk as regards injuries to person and/or loss or damage to property and that Vodafone and any of its agents or servants shall not have any liability to eir in this regard.

23. All sums payable by eir under this Licence Agreement shall be paid without any deduction or set-off or counterclaim.
24. Vodafone shall not be liable to eir for any failure to perform any of its obligations under this Licence Agreement (including making the Licensed Spectrum available for use by eir during the Licence Period where such failure is as a result of causes or circumstances beyond the control of Vodafone including but not limited to acts of God and/or actions or inactions of any governmental or statutory authority and/or fires and/or floods and/or civil unrest or wars.
25. Each party shall be responsible for its own legal costs and expenses in or about the negotiation and preparation of this Licence Agreement.
26. If any provision of this Licence Agreement is prohibited or unenforceable in any jurisdiction then such prohibition or unenforceability shall not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction.
27. Except as provided at law or equity or elsewhere in this Licence Agreement none of the provisions of this Licence Agreement shall be varied or waived or discharged or released except with the prior written consent of the parties.
28. This Licence Agreement constitutes the whole agreement and entire understanding between the parties and supersedes and replaces any previous agreements or arrangements or understandings between the parties relating to its subject matter.
29. No waiver by any party of any of the requirements of this Licence Agreement shall have effect unless given in writing and signed by or on behalf of the party giving the waiver and no delay by any party in exercising any of its rights under this Licence Agreement shall impair the same.
30. This Licence Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Licence Agreement.
31. Neither party shall be liable to the other for any delay or failure to perform its obligations hereunder as a result of force majeure. For the avoidance of any doubt, no claim of force majeure shall entitle eir to continue use of the Licensed Spectrum beyond the Licensed Period agreed with Vodafone.
32. This Licence Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.

IN WITNESS whereof the parties have entered into this Licence Agreement on the date specified above.

Signed		
Name	William McCoubrey	Andrew Corcoran
Title	Head of Retail Regulator Operations	Head of Regulation and Public Affairs
Company	eircom Limited	Vodafone Ireland Ltd
Date	31/01/2023	31/01/2023

ANNEX 1- Service Area, Frequency Range and Commencement/Expiry Dates entailed by the Licence Agreement

Existing FWALA Licence Reference Number	Centre Point of FWALA Service Area (Easting, Northing)	Frequencies Assigned under Existing FWALA Licence	Commencement Date	Expiry Date
F31459/1	089290E, 080700N	3510MHz - 3524MHz	01/02/2023	30/04/2023

Table 1: Service Area, Frequency Range and Commencement/Expiry Dates entailed by the Proposed Arrangement

ANNEX 2 – Details of Apparatus Location entailed by the Licence Agreement

Existing FWALA Licence Reference Number	Centre Point of FWALA Service Area (Easting, Northing)	Manufacturer	Model
F31459/1	089290E, 080700N	Redacted	Redacted

Table 2: Details of Apparatus Location entailed by Licence Agreement