This licence replaces the licence issued by the Office of Communications (Ofcom) on 29 January 2013 to Digiweb Ltd\(^1\).

<table>
<thead>
<tr>
<th>Licence no.</th>
<th>1226807</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of issue:</td>
<td>28 April 2020</td>
</tr>
</tbody>
</table>

1. The Office of Communications (Ofcom) grants this wireless telegraphy licence ("the Licence") to

**Joint Radio Company Limited**
Company Reg No: 02990041
("the Licensee")
Friars House, Manor House Drive, Coventry, England, CV1 2TE

to establish, install and use wireless telegraphy stations and/or wireless telegraphy apparatus as described in the schedule(s) ("the Radio Equipment") subject to the terms set out below.

**Licence Term**

2. This Licence shall continue in force until revoked by Ofcom in accordance with paragraph 3 below or surrendered by the Licensee.

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\(^{1}\) This Licence reflects the terms and conditions issued to Digiweb Ltd under licence number 0307337 which was traded to Joint Radio Company Limited under Trading Register Number TNR-TNR-2020-04-006 on 28 April 2020.
License Variation and Revocation

3. Pursuant to Schedule 1, paragraph 8 of the Wireless Telegraphy Act 2006 ("the Act") Ofcom may not revoke this Licence under Schedule 1, paragraph 6 of the Act except:

(a) at the request of, or with the consent of, the Licensee;
(b) in accordance with paragraph 8 of this licence;
(c) if there has been a breach of any of the terms of this Licence;
(d) if, in connection with the transfer or proposed transfer of rights and obligations arising by virtue of the Licence, there has been a breach of any provision of regulations made by Ofcom under the powers conferred by section 30(1) and section 30(3) of the Act;2
(e) if the Licensee has been found to the reasonable satisfaction of Ofcom to have been involved in any act, or omission of any act, constituting a breach of the Wireless Telegraphy (Licence Award)(No. 2) Regulations 2007 (the "Regulations");
(f) in accordance with Schedule 1, paragraph 8(5) of the Act;
(g) if it appears to Ofcom to be necessary or expedient to revoke the Licence for the purposes of complying with a direction by the Secretary of State given to Ofcom under section 5 of the Act or section 5 of the Communications Act 2003; or
(h) for reasons related to the management of the radio spectrum, provided this power to revoke may only be exercised after at least five (5) year’s notice is given in writing to the Licensee;

4. Ofcom may only revoke or vary this Licence by notification in writing to the Licensee and in accordance with Schedule 1, paragraphs 6 and 7 of the Act.

2 These are regulations on spectrum trading.
Transfer

5. This Licence may not be transferred. The transfer of rights and obligations arising by virtue of this Licence may however be authorised in accordance with regulations made by Ofcom under powers conferred by section 30 of the Act.

Changes to the Licensee Details

6. The Licensee shall give prior notice to Ofcom in writing of any changes to the Licensee’s name and/or address as recorded in paragraph 1 of this Licence.

Spectrum Leasing

7. The Licensee may:

(a) confer the benefit of the Licence (which is hereinafter referred to as a “lease”) on another person (referred to as the “leaseholder”) in respect of any wireless telegraphy station or wireless telegraphy apparatus to which the Licence relates;

(b) in his contract with the leaseholder permit the leaseholder to confer the benefit of the Licence (hereinafter referred to as “sub-lease”) on any other person (“sub-leaseholder”),

provided that the conditions set out in Schedule 2 to this Licence are met.

Fees

8. On or after 21 February 2023, the Licensee shall pay to Ofcom such sum(s) as may be provided for in regulations made by Ofcom under sections 12 and 13(2) of the Act, failing which Ofcom may revoke this Licence.

9. The Licensee shall also pay interest to Ofcom on any amount which is due under the terms of this Licence or provided for in any regulations made by Ofcom under sections 12 and 13(2) of the Act, from the date such amount falls due until the date of payment, calculated with reference to the Bank of England base rate from time to time. In accordance with section 15 of the Act any such amount and any such interest is recoverable by Ofcom.

10. If the Licence is surrendered or revoked, no refund, whether in whole or in part of any amount which is due under the terms of this Licence or provided for in any regulations made by Ofcom under sections 12 and 13(2) of the Act will be made, except at the absolute discretion of Ofcom in accordance with regulation 72 of the Regulations, or any regulation made under those sections of the Act (as the case may be).
Radio Equipment Use

11. The Licensee must ensure that the Radio Equipment is established, installed and used only in accordance with the provisions specified in Schedule(s) of this licence. Any proposal to amend any detail specified in Schedule(s) of this Licence must be agreed with Ofcom in advance and implemented only after this Licence has been varied or reissued accordingly.

12. The Licensee must ensure that the Radio Equipment is operated in compliance with the terms of this Licence and is used only by persons who have been authorised in writing by the Licensee to do so and that such persons are made aware of, and of the requirement to comply with, the terms of this Licence.

Access and Inspection

13. The Licensee shall permit a person authorised by Ofcom:

   (a) to have access to the Radio Equipment; and
   (b) to inspect this Licence and to inspect, examine and test the Radio Equipment,

   at any and all reasonable times or, when in the opinion of that person an urgent situation exists, at any time to ensure the Radio Equipment is being used in accordance with the terms of this Licence.

Modification, Restriction and Closedown

14. A person authorised by Ofcom may require any of the radio stations or radio apparatus that comprise the Radio Equipment to be modified or restricted in use, or temporarily or permanently closed down immediately if in the opinion of the person authorised by Ofcom:

   (a) a breach of a term of the Licence has occurred; and/or
   (b) the use of the Radio Equipment is causing or contributing to interference to the use of other authorised radio equipment.

15. Ofcom may require any of the Radio Equipment to be modified or restricted in use, or temporarily closed down either immediately or on the expiry of such period as may be specified in the event of a national or local state of emergency being declared. Ofcom may only exercise this power after a written notice has been served on the Licensee or by a general notice applicable to holders of this class of Licence has been published.
Interpretation

16. In this Licence:

(a) the establishment, installation and use of the Radio Equipment shall be interpreted as establishment and use of stations and installation and use of apparatus for wireless telegraphy as specified in section 8(1) of the Act;

(b) the expression "interference" shall have the meaning given by section 115 of the Act;

(c) the expressions “wireless telegraphy apparatus” and “wireless telegraphy station” shall have the meanings given by section 117 of the Act;

(d) the schedules form part of this Licence together with any subsequent schedule(s) which Ofcom may issue as a variation to this Licence at a later date; and

(e) The Interpretation Act 1978 shall apply to the Licence as it applies to an Act of Parliament.
Schedule Date: 28 April 2020

Licence Category: SPECTRUM ACCESS 10GHz

Description of Radio Equipment Licensed

1. In this Licence, the Radio Equipment means any station or apparatus that transmits in accordance with the requirements of paragraphs 6, 7 and 8 of this schedule.

Interface Requirements for the Radio Equipment use

2. The Radio Equipment shall comply with the following Interface Requirement:

IR2047 “Spectrum Access 10.125 to 10.225 paired with 10.475 to 10.575 GHz”

Special Conditions relating to the Operation of the Radio Equipment

3. (a) During the period that this Licence remains in force and for 6 months thereafter, unless consent has otherwise been given by Ofcom, the Licensee shall compile and maintain accurate written records of:

(i) The following details relating to the Radio Equipment:

   a) postal address;
   b) National Grid Reference (to 100 Metres resolution);
   c) antenna height (above ground level) and type, bearing east of true north;
   d) radio frequencies used by the Radio Equipment;

(ii) a statement of the number of subscribing customers;

and the Licensee must produce these records if requested by a person authorised by Ofcom.

(b) The Licensee shall inform Ofcom of the address of the premises at which this Licence and the information detailed at sub-paragraph 3(a) above shall be kept.
(c) The Licensee must submit to Ofcom copies of the records detailed in sub-
paragraph 3 (a) above at such intervals as Ofcom shall notify to the
Licensee.

(d) The Licensee must also submit to Ofcom in such manner and at such times,
all information relating to the establishment, installation or use of the Radio
Equipment, whether stored in hard copy or electronic form, as reasonably
requested for the purposes of verifying compliance with this Licence or for
statistical purposes.

(e) The Licensee must ensure that the Radio Equipment is established and
installed only for fixed terrestrial use, or for the use of wireless cameras.

Co-ordination at Frequency and Geographical Boundaries

4. The Radio Equipment shall be operated in compliance with such co-ordination
procedures as may be necessary and notified to the Licensee by Ofcom.

International Cross-border Coordination

5. The Licensee must ensure that the Radio Equipment is operated in compliance with
such cross-border coordination and sharing procedures as may be notified to the
Licensee by Ofcom.

Permitted Frequency Blocks

6. Subject to the out of block emissions permitted under paragraph 10, the Radio
Equipment must only transmit on the following frequency bands (the “Permitted
Frequency Blocks”):

<table>
<thead>
<tr>
<th>Frequency Bands</th>
<th>Maximum Permissible (mean) e.i.r.p.</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.205GHz to 10.225GHz</td>
<td>24.6 dBW/MHz</td>
</tr>
<tr>
<td>10.555 to 10.575 GHz</td>
<td>11 dBW/MHz</td>
</tr>
</tbody>
</table>

Maximum Permissible (mean) e.i.r.p.

7. The maximum e.i.r.p. in the Permitted Frequency Blocks is:

<table>
<thead>
<tr>
<th>Offset from edge of block</th>
<th>Maximum permitted level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Centre of block</td>
<td>24.6 dBW/MHz</td>
</tr>
<tr>
<td>Block edge when arrived at from in block</td>
<td>11 dBW/MHz</td>
</tr>
<tr>
<td>Linear interpolation between points</td>
<td></td>
</tr>
</tbody>
</table>
Permissible Out of Block Emissions

8. For out of block emissions (i.e. emissions outside the Permitted Frequency Block(s) specified in paragraph 6 at either the upper or lower edge), the maximum mean e.i.r.p. shall not exceed the following:

<table>
<thead>
<tr>
<th>Offset from edge of block</th>
<th>Maximum permitted level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block edge when moving out of block</td>
<td>-39 dBW/MHz</td>
</tr>
<tr>
<td>+14 MHz of block edge</td>
<td>-52 dBW/MHz</td>
</tr>
</tbody>
</table>

Where + = out of block
Linear interpolation between points

Where an individual radiating antenna has a 3 dB beamwidth of less than 5°, then the values of out of block emissions, shown above, can be increased by 20 dB.

Geographical Boundaries

9. This Licence authorises the Licensee to establish, install and use the Radio Equipment only in the United Kingdom.

Interpretation of terms in this Schedule

10. In this Schedule:

(a) “e.i.r.p.” means the equivalent isotropically radiated power. This is the product of the power supplied to the antenna and the antenna gain in a given direction relative to an isotropic antenna (absolute or isotropic gain);

(b) “e.r.p.” means the effective radiated power. This is the power fed to the antenna multiplied by the maximum gain of the antenna with respect to a half-wave dipole;

(c) “dBm” means the power level in decibels (logarithmic scale) referenced against 1 milli Watt (i.e. a value of 0 dBm is 1 mW);

(d) “dBW” means the power level in decibels (logarithmic scale) referenced against 1 Watt. (i.e. a value of 0 dBW is 1 W);

(e) “out of block emissions” means radio frequency emissions generated by the Radio Equipment and radiated into the frequency bands adjacent (in terms of frequency) to the licensee’s permitted frequencies of operation.
SCHEDULE 2 TO LICENCE NUMBER: 1226807

Schedule Date: 28 ARIL 2020

Licence Category: SPECTRUM ACCESS 10GHz

Spectrum Leasing

Grant of lease

The Licensee may confer the benefit of the Licence (which is hereinafter referred to as a “lease”) on another person (referred to as the “leaseholder) in respect of any wireless telegraphy station or wireless telegraphy apparatus to which the Licence relates, provided that the conditions in this Schedule are met.

Conditions

The conditions are –

L1. The Licensee may only confer the benefit of the Licence on one or more than one leaseholder for –

(a) any geographical area forming part of the geographical area in which the Licensee is authorised to establish, install or use wireless telegraphy stations or apparatus under this Licence; and

(b) for any frequency range forming part of the frequency band which the Licensee is authorised to use.

L2. The Licensee shall remain responsible for all obligations under the Licence (including without limitation the obligations to pay licence fees in accordance with clause 8 of this Licence).

L3. If the Licensee–

(a) transfers his rights and obligations under the Licence by way of spectrum trade; or

(b) receives a notice of revocation from Ofcom revoking his Licence, the lease (and any sub-lease) shall automatically extinguish.

L4. If Ofcom varies this licence in such a way that the provisions in condition 1 are no longer satisfied in respect of a lease which has been granted (or any sub-lease made by the leaseholder), that lease (or sub-lease) shall automatically extinguish.

L5. The licensee must inform the leaseholder and any sub-leaseholder immediately when his Licence terminates (regardless of the reason for such termination).

L6. The Licensee must inform the leaseholder (and any sub-leaseholder) that it proposes to apply for a spectrum trade, prior to any such application being made to Ofcom.
L7. The Licensee must ensure that the use of Radio Equipment by the leaseholder (and any sub-leaseholder) complies with the terms, provisions and limitations of this licence.

L8. The Licensee must inform the leaseholder in writing of the following matters before use of the radio equipment commences:

(a) the terms, provision and limitations of the Licence that governs the establishment, installation and use of the Radio Equipment;

(b) that failure to meet the terms, provisions and limitations of this licence may be a criminal offence;

(c) that failure to meet the terms, provisions and limitations of this Licence may also result in close down of the Radio Equipment.

L9. The Licensee must have a written contract with the leaseholder containing the terms of the lease and must make this available to Ofcom immediately on request.

L10. The Licensee must maintain records at all times of the persons to whom he has granted a lease and any persons who have been granted a sub-lease under this Licence.

L11. The Licensee must make these records (and any other relevant information) immediately available to Ofcom on request.

L12. The Licensee must ensure that one of the terms of the written contract is that both parties are bound by a dispute resolution procedure that provides for the prompt and satisfactory resolution of disputes with or between the holders of leases or any sub-leases under this Licence, including any relating to interference management.

L13. If Ofcom investigates interference management issues which arise as a result of a complaint to Ofcom, and if both the person which is the subject of any undue interference caused and the source of any undue interference caused are the leaseholder, sub-leaseholders or the Licensee himself, Ofcom will charge the Licensee (and the Licensee shall pay) Ofcom's costs which relate to the investigation.

L14. The Licensee must comply with all instructions given by Ofcom (whether verbal or in writing) which relate to the Licence or the use of the frequency band, and ensure that any leaseholder any sub-leaseholder are immediately informed and also comply with these instructions.
Grant of sub-lease

The Licensee may in his contract with the leaseholder permit the leaseholder to confer the benefit of the Licence (hereinafter referred to as “sub-lease”) on any other person (“sub-leaseholder”) provided that the conditions in this schedule are met.

L15. The Licensee must –

(a) prohibit the sub-leaseholder from further conferring the benefit of the Licence on any other third party; and

(b) ensure that the sub-leaseholder is made aware of that prohibition.

L16. The Licensee must procure that the terms of any such permission are contained in his contract with his leaseholder.

L17. The Licensee must procure that the written contract between the leaseholder and the sub-leaseholder containing the terms of the lease is made available to Ofcom immediately on request.

L18. The Licensee must require in his contract that the leaseholder informs him immediately of any sub-lease which has taken place.

L19. The sub-lease may only confer the benefit of the Licence on one or more than one such person for –

(a) any geographical area forming part of the geographical area in which the Licensee is authorised to establish, install or use wireless telegraphy stations or apparatus under this Licence; and

(b) for any frequency range forming part of the frequency band which the Licensee is authorised to use.

L20. The Licensee shall remain responsible for all obligations under the Licence (including without limitation the obligations to pay licence fees in accordance with clause 8 of this Licence).

L21. The Licensee shall procure that the sub-leaseholder is informed of the following matters in writing before use of the radio equipment commences:

(a) the terms, provision and limitations of the Licence that governs the establishment, installation and use of the Radio Equipment;

(b) that failure to meet the terms, provisions and limitations of this Licence may be a criminal offence;

(c) that failure to meet the terms, provisions and limitations of this Licence may also result in close down of the Radio Equipment.

Ofcom