

Reference Offer for Leased Line Services

Schedule 2: Service

1. The Services

- 1.1 The Services to which this Agreement applies are set out and further described in the appendix to this Schedule 2. Services that may be ordered by the CP pursuant to the terms of this Agreement are:
- (a) Data Direct Access Service
 - (b) Ethernet Direct Access Service
 - (c) Data Connect Access Service
 - (d) Ethernet Connect Access Service
- 1.2 The Services involve connections between two or more specified locations available for use on an unlimited basis at a specified transport rate.
- 1.3 The Services demarcate on Network Terminating Equipment (NTEs) supplied by KCOM. The NTEs are located on the CP Site and/or End User Site. The access port on the NTE is the point of demarcation to the service. The CP or End User is responsible for connecting to this port.
- 1.4 Detailed information regarding the Services and the applicable Charges are set out in the Price List. Further information regarding the operation of the Services are set out in the Service Operations Manual that will be issued to the CP separately by KCOM.
- 1.5 The CP will provide KCOM with details of the CP Order Correspondence Contact(s) and the CP Operational Contact(s) and their details shall be set out in the Customer Service Plan. KCOM will only accept Orders placed by the CP Order Correspondence Contact(s) named in the Customer Service Plan and KCOM shall only address incidents raised by the CP Operational Contact(s) set out in the Customer Service Plan.

2. Connection of Equipment to the Services

- 2.1. CP shall ensure, and shall ensure that End User(s) shall ensure, that any equipment connected to the Services:
- (a) is used and connected in accordance with any relevant instructions or laws;
 - (b) is technically compatible with the Services;
 - (c) shall not harm:
 - (i) the KCOM Network; (ii) the Service;
 - (iii) the KCOM Equipment;
 - (iv) any third party's network or equipment.
 - (d) is connected and used in accordance with any relevant standards including any standards that KCOM notifies to the CP from time to time in writing and, in the following order of precedence:
 - (i) any legal requirements imposed upon the parties including requirements arising from General Condition 2 set under section 45 of the Communications Act 2003;
 - (ii) any relevant specification notified by Ofcom in implementation of the recommendations of the Network Interoperability Consultative Committee;
 - (iii) any relevant recommendations or standards by the European Telecommunications Standards Institute; and
 - (iv) any relevant recommendations by the Telecommunications Standards Bureau (formerly the International Telegraph and Telephone Consultative Committee) of the International Telecommunication Union.

3. Service Delivery

- 3.1. The CP must place Orders by following processes set out in the Service Operations Manual. KCOM will process all Orders in the order in which they are received. Upon receipt of an Order, KCOM will process in accordance with the Service Request Process as set out in the Service Operations Manual. Orders will be completed by KCOM on or prior to the Proposed Start Date or the date by which the CP requires the Services to commence, whichever is the later.
- 3.2. The Ready for Use Certificate (RFU) will be made available within 2 Working Days after the Service Start Date.
- 3.3. There may be technical or geographical limitations that inhibit the installation of the Services. The CP acknowledges that the provision of the Service will be subject to survey and / or feasibility checks to ensure that the Service can be provided. Following survey and/or feasibility checks, KCOM will advise the CP of any limitations affecting the provision of the Service and in such circumstances where the Service cannot be provided KCOM will:
 - (a) advise of excess construction charges to be incurred; or
 - (b) use reasonable endeavours to identify if alternative KCOM products may possibly be used instead; and
 - (c) notify the CP and close the Order.
- 3.4. KCOM will use reasonable endeavours to identify any technical or geographical limitations prior to the Proposed Start Date for an individual Order.

4. Site Access

- 4.1. An engineering visit or a site survey (or both) will normally be required if new duct and fibre build work is required to provide the Services. KCOM will arrange all engineering visits and site surveys with the CP Operational Contact.
- 4.2. Where an appointment is agreed with KCOM for work at a CP Site and/or End User Site and KCOM is unable to carry out the work or if the appointment is cancelled by the CP or the CP's Operational Contact, KCOM may charge the CP a Missed Appointment Fee as specified in the Price List.

5. Suspended Orders

- 5.1. The CP is entitled to suspend delivery of an Order for up to 90 cumulative calendar days. In order to suspend an Order the CP must notify KCOM using the process set out in the Service Operations Manual.
- 5.2. Where KCOM is awaiting information from the CP in order to continue delivery of the Order or where the CP has failed to agree with KCOM an appointment date within 30 calendar days from the previously agreed appointment date, KCOM may suspend the Order on the CP's behalf.
- 5.3. KCOM may cancel such a suspended Order when the Order has been suspended for more than 90 cumulative calendar days. If KCOM cancels the request for work at a CP Site and/or End User Site in accordance with this paragraph, the CP must pay the cancellation charges specified in the Price List.
- 5.4. If the Order recommences progression, the total number of Working Days the Order was suspended for will be added to the Proposed Start Date. The CP will be advised of the revised date in accordance with the process set out in the Service Operations Manual.

6. KCOM Liaison with End Users

6.1. All communications between KCOM and End Users will be arranged via the CP except that if the Services are to be delivered to an End User Site, KCOM may contact End Users directly in the following circumstances:

- (a) where the CP has requested KCOM to contact the End User directly; or
- (b) in relation to all appointments, changes to appointments and access arrangements with the End User for engineering visits; or
- (c) to assist with incident diagnostics.

APPENDIX 1

1. The Service

1.1. The service is one of the following:

- (a) Data Direct Access Service
- (b) Ethernet Direct Access Service
- (c) Data Connect Access Service
- (d) Ethernet Connect Access Service

2. Data Direct Access Service

2.1. Data Direct Access Service comprises SDH/PDH point to point data circuits.

2.2. The CP can only use Data Direct Access Service to connect:

- (a) CP Site to End User Site
- (b) CP Site to CP Site
- (c) End User Site to End User Site

within the Hull Area.

2.3. The Data Direct Access Service cannot be used for connections which are outside the scope of those identified above, including:

- (a) where the usage is for the purpose of building or extending core network;
- (b) where the intent is to replicate core network; or
- (c) where there is onward connection to a point outside of the Hull Area.

2.4. Except for the connectivity allowed under this Agreement, the Data Direct Access Service must not be used for directly cabled NTE to NTE connection with any other KCOM provided service. KCOM will not be liable for any incidents, reduction in service performance or service failures which result from the Data Direct Access Service being connected in a directly cabled NTE to NTE configuration or if Data Direct Access Service is connected within the CP Site in a NTE-to-NTE configuration.

3. Ethernet Direct Access Service

3.1. Ethernet Direct Access Service comprises Ethernet point to point data circuits.

3.2. The CP can only use Ethernet Direct Access Service to connect:

- (a) CP Site to End User Site
- (b) CP Site to CP Site
- (c) End User Site to End User Site

within the Hull Area.

3.3. The Ethernet Direct Access Service cannot be used for connections which are outside the scope of those identified above, including:

- (a) where the usage is for the purpose of building or extending core network;
- (b) where the intent is to replicate core network; or
- (c) where there is onward connection to a point outside of the Hull Area.

- 3.4. Except for the connectivity allowed under this Agreement, the Ethernet Direct Access Service must not be used for directly cabled NTE to NTE connection with any other KCOM provided service. KCOM will not be liable for any incidents, reduction in service performance or service failures which result from the Ethernet Direct Access Service being connected in a directly cabled NTE to NTE configuration or if Ethernet Direct Access Service is connected within the CP Site in a NTE-to-NTE configuration.

4. Data Connect Access Service

- 4.1. KCOM has agreed to supply the service to the CP within the Hull Area. In the event that the CP wishes to connect to a CP Site or End User Site located outside of the Hull Area, KCOM will provide service to a CP Site located within the Hull Area and the CP will be responsible for sourcing and connecting any capacity for connection from the CP Site to a site outside of the Hull Area.
- 4.2. The CP may utilise equipment owned by a Third Party CP at the CP Site, subject to a separate agreement with the third party involved.
- 4.3. The CP can only use the Data Connect Access Service to connect:
- (a) CP Site to CP Site
 - (b) CP Site to End User Site
- 4.4. The Data Connect Access Service cannot be used for connections which are outside the scope of those identified above, including:
- (a) where the usage is for the purpose of building or extending core networks; or
 - (b) where the intent is to replicate core network.
- 4.5. Except for the connectivity allowed under this Agreement, the Data Connect Access Service must not be used for directly cabled NTE to NTE connection with any other KCOM provided service. KCOM will not be liable for any incidents, reduction in service performance or service failures which result from the Data Connect Access Service being connected in a directly cabled NTE to NTE configuration or if Data Connect Access Service is connected within the CP Site in a NTE-to-NTE configuration.

5. Ethernet Connect Access Service

- 5.1. KCOM has agreed to supply the service to the CP within the Hull Area. In the event that the CP wishes to connect to a CP Site or End User Site located outside of the Hull Area, KCOM will provide service to a CP Site located within the Hull Area and the CP will be responsible for sourcing and connecting any capacity for connection from the CP Site to a site outside of the Hull Area.
- 5.2. The CP may utilise equipment owned by a Third Party CP at the CP Site, subject to a separate agreement with the third party involved.
- 5.3. The CP can only use the Ethernet Connect Access Service to connect:
- (a) CP Site to CP Site
 - (b) CP Site to End User Site
- 5.4. The Ethernet Connect Access Service cannot be used for connections which are outside the scope of those identified above, including:
- (a) where the usage is for the purpose of building or extending core networks; or
 - (b) where the intent is to replicate core network.

- 5.5. Except for the connectivity allowed under this Agreement, the Ethernet Connect Access Service must not be used for directly cabled NTE to NTE connection with any other KCOM provided service. KCOM will not be liable for any incidents, reduction in service performance or service failures which result from the Ethernet Connect Access Service being connected in a directly cabled NTE to NTE configuration or if Ethernet Connect Access Service is connected within the CP Site in a NTE-to-NTE configuration.