



## KCOM Co-Mingling Rules

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These KCOM Co-Mingling Rules (the “Rules”) set out the policies that apply when a Communications Provider purchases Co-location in a Co-location Hostel pursuant to KCOM’s Reference Offer for the provision of Accommodation Services in order to provide fibre broadband services using KCOM’s Wholesale FibreLine Local Access Service (WFLLA Service). Terms used in these Rules will have the meaning ascribed to them in these Rules or in KCOM’s Reference Offer for the provision of Accommodation Services (“Accommodation Services Agreement”) and/or KCOM’s Reference Offer for the provision of Wholesale FibreLine Local Access Services (“WFLLA Agreement”). References to “CP” will also include persons authorised by the CP where appropriate.

### WFLLA Site and Co-location Access

1. **24/7 Access.** Subject to the restrictions in this document, the CP may access the WFLLA Site and Co-location Hostel access routes and its Specified Floor Area twenty four (24) hours per day, every day of the year.
2. **Identity Verification.** Access to the WFLLA Site and Co-location Hostel will only be granted to individuals whose identities have been verified by KCOM security or management. The CP and any visitors must present valid photo identification acceptable to KCOM for identity verification before being granted entry to the WFLLA Site and Co-location Hostel within the CP Equipment Room. Acceptable identification is limited to valid, readily identifiable UK government issued photo identification such as: (a) a passport or (b) a driver’s license. If the presented identification is deemed unacceptable or an individual’s identity cannot be verified for any other reason, access to the WFLLA Site and Co-location Hostel within the CP Equipment Room will be denied until

acceptable identification has been provided. Any person being enrolled into the access control system may be required to have a photograph taken for identification record purposes.

3. **Prohibited Items and Behaviour.** KCOM will deny access or remove from the WFLLA Site and/or Co-location Hostel within the CP Equipment Room anyone who either:
  - a. Possesses any of the following prohibited items:
    - i. explosives, firearms, weapons or dangerous devices of any type;
    - ii. hazardous or radioactive materials or other harmful chemicals;
    - iii. alcohol, illegal drugs or other intoxicants;
    - iv. magnets and electromagnetic devices; or
    - v. any equipment that is not specifically required for the visit
  - b. Engages in any of the following prohibited activities:
    - i. any activity that puts health, life or property at risk, including being intoxicated or otherwise impaired;
    - ii. any attempt to tamper with or defeat security rules, systems, devices or appliances, including attempting to fraudulently gain access to any restricted location or network or otherwise bypass security;
    - iii. any activity which may diminish KCOM's capability to provide security or fulfil its obligations;
    - iv. any construction changes or alterations to the interior or exterior of the WFLLA Site, the CP Equipment Room, the Co-location Hostel and/or the Specified Floor Area unless expressly approved by KCOM in advance and in writing; or
    - v. acting in an unsafe manner not otherwise expressly prohibited, not having a business purpose for the visit, or otherwise violating any other provision of the Accommodation Services Agreement, the WFLLA Agreement and/ or these Rules.
4. **Emergency.** KCOM may temporarily restrict or delay access to the WFLLA Site and/or the Co-location Hostel if there is any Emergency such as fire, building evacuation, medical emergency, weather-related emergency, terrorist attack, etc.; or any threat to the WFLLA Site, the Co-location Hostel or its operation; or pursuant to instructions from government personnel or Emergency Organisations. During an Emergency or drill, the CP must follow instructions given by onsite KCOM personnel.



## WFLLA Site and Co-location Hostel Usage

1. The CP must:
  - a. comply with the CP's Accommodation Services Agreement, the WFLLA Agreement, these Rules, and all applicable laws, rules, regulations and procedures in effect at the WFLLA Site and/or the Co-location Hostel, including instructions by onsite KCOM personnel and signs posted by KCOM from time to time;
  - b. behave in a courteous, lawful, professional and safe manner, which includes not blocking any exits routes or aisles, or causing a fire hazard or any other nuisance or otherwise interfering with KCOM personnel or other CPs;
  - c. immediately notify KCOM of suspicious activity, non-compliance with these Rules, bodily injury, Compliant Equipment or facility damage, or a dangerous situation of any type;
  - d. NOT interfere with proper operation of any of the Services provided pursuant to the Accommodation Services Agreement and/or the WFLLA Agreement, including but not limited to touching, altering, damaging or breaching any security or electrical or any other system or Compliant Equipment operated or maintained by KCOM including CableConnects;
  - e. NOT manufacture, generate, treat, transport, dispose of, release, discharge or store any hazardous materials in, on, under or near the WFLLA Site and/or the Co-location Hostel;
  - f. NOT use mobility aids unless approved by KCOM.
2. **Use of cameras, videography, CCTV or other recording equipment.** The CP may not use any camera, videography, CCTV or other recording equipment except as specifically permitted in these Rules.
3. **Use of WFLLA Site and Co-location Hostel access routes.** The CP may use the WFLLA Site and Co-location Hostel access routes as permitted by KCOM (e.g., for ingress and egress to and from its Specified Floor Area) but may not encumber or obstruct the pathways, driveways, yards, entrances, hallways, stairs or any access routes in or around the Co-location Hostel. If KCOM designates a shared work area within a WFLLA Site and/or a Co-location Hostel common area, the CP may use such shared work area only for the purpose expressly permitted by KCOM (e.g., Compliant Equipment repair and testing). No facilities are provided to the CP for the consumption of food, beverages, or tobacco or vaping products. The CP must not leave any of the CP's Compliant Equipment unattended in the WFLLA Site and/or Co-location Hostel and CP Equipment Room common areas.

## Specified Floor Area Access

1. **24/7 Access.** Subject to the restrictions herein, the CP may access its Specified Floor Area twenty-four (24) hours per day, every day of the year.
2. **Prohibited Behaviour.** The CP must not: alter, tamper with, damage, adjust, repair, interfere with or breach the security of its or any other CP's Specified Floor Area.
3. KCOM will not access the CP's Specified Floor Area except:
  - a. if directed by the CP;
  - b. to respond to a health/safety emergency;
  - c. to perform services necessary for the efficient operation of the Services provided pursuant to the Accommodation Services Agreement and/or the WFLLA Agreement, including maintenance; or
  - d. as otherwise permitted by the Accommodation Services Agreement and/or the WFLLA Agreement and, if so, then only upon prior notice and coordination.

## Specified Floor Area Usage

1. **Orderly and Clean. No Furniture.** The CP must maintain its Specified Floor Area in an orderly and clean manner and in good repair and condition, free of debris and litter. The CP may not place furniture in its Specified Floor Area except as permitted by KCOM, and such permission may be withdrawn at any time. If the CP fails to remove the furniture within a reasonable time after notice, KCOM may remove and store the furniture at the CP's expense.
2. **Cardboard/Shipping/Box/Debris/Flammable Material Removal.** Cardboard or other flammable material is strictly prohibited in Specified Floor Areas. Violations of this prohibition may result in KCOM remediating the problem at the CP's expense.
3. **Use of Cameras, CCTV or Recording Compliant Equipment.** The CP may not use any cameras, CCTV or recording equipment inside the WFLLA Site and/or Co-location Hostel, except with KCOM's prior review and consent. All recording equipment and use of such recording equipment is subject to KCOM approval. No recording equipment will be approved if it includes pan/tilt/zoom capabilities or a microphone or is able to monitor anything except the inside of the CP's Specified Floor Area. KCOM reserves the right to require the CP to remove or relocate any recording equipment that KCOM deems to threaten or impede the security of the WFLLA Site and/or Co-location Hostel, including the security and privacy of other CPs.
4. **Signage.** The CP may install a self-identifying marker (e.g., sign) on the CP's Compliant Equipment or Specified Floor Area with the prior approval of KCOM. KCOM will not install any such signs unless expressly directed by the CP at the CP's expense.

5. **The CP's Compliant Equipment—General.** The CP must configure provide, place, install, upgrade, add, maintain, repair and operate the CP's Compliant Equipment in a safe and lawful manner and in compliance with all applicable laws and manufacturer specifications and requirements and industry standards, including but not limited to, those relating to proper installation, power consumption and ventilation.
6. **The CP's Compliant Equipment—Installation and Operation.** The CP's Compliant Equipment may not be stacked or rest on any other Compliant Equipment and must be securely fixed onto a cabinet or rack in a manner reasonably satisfactory to KCOM. Where practical, the heaviest or hottest components of the CP's Compliant Equipment should be installed in the lower sections of a cabinet to make the most effective use of the supplied cooling system. KCOM may require removal of any of the CP's Compliant Equipment that, in KCOM's sole discretion, (a) causes a threat to safety (including any risk of fire or other hazard), (b) unreasonably interferes with the operations of KCOM or another CP or any other person or entity that is occupying WFLLA Site and/or the Co-location Hostel or otherwise utilizing any portion of the WFLLA Site and/or Co-location Hostel, or (c) otherwise does not comply with these Rules.
7. **The CP's Compliant Equipment—Interconnection with Other CPs.** The CP will not connect with other CPs within the Co-Location Hostel provided by KCOM. To clarify, The CP may not create or operate a shared infrastructure to which a network interconnects for the purpose of exchanging routed traffic with all the other networks connected to the shared infrastructure where the owners of the networks have direct contractual relationships between each other for the exchange of that routed traffic.

## 8. Power

The CP must NOT:

- a. use VRLA (valve-regulated lead-acid) batteries or any other form of rechargeable battery unless the batteries are a manufacturer-installed integrated part of the Compliant Equipment;
- b. use circuit splitters on any KCOM-provided power circuit;
- c. connect a power circuit to a cabinet other than the cabinet specified by KCOM for such power circuit;
- d. connect power strips or other Compliant Equipment into each other to form a single long line of strips, i.e., daisy chain; or
- e. use Compliant Equipment that does not comply with applicable safety codes and product safety agency listings.

9. **Environmental.** The CP must use appropriate air management/ containment components such as full cabinet blanking panels and above-cabinet vertical panels as specified by KCOM in the WFLLA Sites and Co-location Hostels to minimise recirculation of hot server exhaust with cold supply air and to support cooling efficiency and effectiveness. For the avoidance of doubt, KCOM-provided cabinets will also include the initial blanking plates, grommets and brushes, and the CP may request that KCOM install such air management products on the CP's behalf pursuant to an order. The CP will ensure that any and all applicable air containment components remain installed and intact throughout the contracted term for the Specified Floor Area. KCOM may perform periodic audits to ensure containment components are functioning as intended and if not, then the CP will promptly comply with KCOM remediation requests or permit KCOM to enter the Specified Floor Area and perform the remediation at the CP's expense.

## Cables and Wiring

As further described below, KCOM will install CableConnects provided pursuant to the WFLLA Agreement that extend from the KCOM OLT and attach to the Point of Handover ("POH"), and the CP will install "The CP Cabling" (as defined below) within the Specified Floor Area in accordance with the WFLLA Agreement.

1. **CableConnect.** A CableConnect provides a dedicated fibre connection between the designated ethernet port on a KCOM OLT and an ethernet port on the CP's transport switch that is located in the CP Equipment Room at the same WFLLA Site as KCOM's OLT. The CP may not install, move or remove any CableConnect. KCOM will be responsible for installation and maintenance in accordance with the WFLLA Agreement.
2. **Point of Handover.** KCOM will install a POH to connect CableConnects to the CP switch. The CP may only connect the CP's Compliant Equipment to the POH within the CP's Equipment Room to complete the connection to the CableConnect.
3. **CP Cabling.** The CP Cabling is the physical interconnection between the CP Compliant Equipment wholly within the Specified Floor Area, including patch cables, and connection to the POH. The CP is responsible for the installation, maintenance and repair of the CP Cabling.
  - a. The CP must:
    - i. ensure cables and power cords only run from the CP's Compliant Equipment out of the back of the cabinet or rack. If this is not possible, The CP will ensure that appropriate air management products are installed to make the most effective use of the supplied cooling system.

- ii. NOT access KCOM cable trays or KCOM cabling infrastructure to install the CP Cabling; except the CP may install the CP Cabling in those instances where the CP has had KCOM install a dedicated cable tray or fibre duct over two or more of its cabinets expressly for this purpose, and if the CP requires access to the cabling infrastructure for such connection, KCOM will install it at the CP's expense.
  - iii. ensure all cables and wiring within the Specified Floor Area (excluding CableConnects and POH, which are KCOM's responsibility) are neatly wrapped and tied together. If the CP fails to comply with this requirement within a reasonable time, KCOM will notify the CP to correct the condition, and if the CP still fails to comply, KCOM may neatly wrap and tie such wires and cables at the CP's expense.
- b. **Labels.** The CP may label the CP Cabling but may NOT affix or maintain labels to any CableConnect or POH, including any ports on the POH. KCOM will affix and maintain those labels, which will contain information as determined by KCOM, including circuit identification and other information needed to identify each KCOM provided port. If the CP requires labelling of the CP Cabling, KCOM can label according to the CP's instructions and at the CP's expense.
- 4. **Wireless Interference.** KCOM is not responsible for any electronic interference that may occur with respect to the CP's use of wireless communications Compliant Equipment.
  - 5. The CP shall not install any cabling that goes outside of its own racks except where they are co-located directly side by side and the cabling directly passes between those racks.
  - 6. The CP nor anyone else shall install or maintaining cabling outside of the CP's racks.
  - 7. A CP shall not install cabling to other CPs within KCOM premises.



## Shipping Policies

1. **Incoming Shipments.** KCOM will reject or ship back to the “shipped from” address at the CP’s risk and expense any shipment that does not comply with the following:
  - a. shipments and boxes must be clearly labelled with the CP’s name or identifier. The CP may not list KCOM as a recipient of any shipment or identify KCOM as a recipient to any shipping carrier.
  - b. shipment must pass KCOM’s reasonable safety inspection. Shipments containing liquids, combustibles and any hazardous materials are prohibited and will be rejected;
  - c. the CP must give KCOM advance notice that a shipment is arriving in accordance with the shipping and receiving policies in effect at the WFLLA Site. Failure to provide advance notice may result in rejection of the shipment;
  - d. the CP must promptly move shipments from shipping/receiving area to Specified Floor Area and may request KCOM’s assistance using the KCOM Assisted Site Delivery Service described in the Accommodation Services Agreement. If the CP fails to have shipments moved promptly, then KCOM may move the shipments to a temporary holding area at the CP’s risk and expense. If the CP fails to remove (or cause to be removed) the shipment from the temporary holding area within five days of KCOM receiving the shipment, then KCOM may ship the Compliant Equipment back to the CP, also at the CP’s risk and expense.
2. **Property Control Procedures.** If the CP prefers to hand carry (hand trucks and carts not permitted) the CP’s Compliant Equipment either into or out of the front door of the WFLLA Site, The CP will be subject to property control procedures, which may include requirements to provide KCOM with descriptions and the serial numbers of high value items as well as the name, contact number and signature of the person removing such items.
3. **Local Variations.** The CP will comply with any local shipping and receiving policies in effect at the WFLLA Site.
4. **Duties and Import/Export Charges.** The CP is responsible for all duties, charges, fees, taxes and customs requirements associated with international shipments.





## Notification

The CP will designate one or more persons whom KCOM may contact at any time in the event of an Emergency or otherwise as needed by KCOM. The CP will provide to KCOM a means of contacting such persons at any and all times. KCOM prefers, but does not require, that such contact method be the telephone number of a twenty-four (24) hour operations centre staffed by persons familiar with the CP's use of its Specified Floor Area and the CP's Compliant Equipment. The CP may contact KCOM Service Desk for questions or support.

## Use of Unordered Services

The CP may only use Services provided pursuant to the Accommodation Services Agreement and/or the WFLA Agreement that are specified in a valid Order accepted by KCOM. If the CP or KCOM discovers Services are being delivered without a valid Order ("**Unordered Service**"), the discovering party must notify the other (email or regular mail specifically permitted in this instance), and the Unordered Service will be discontinued immediately unless a valid Order is placed by the CP and accepted by KCOM. If the CP fails to discontinue use of the Service or deliver to KCOM a valid Order within ten (10) days of the notification of the use of the Unorder Service, then in addition to other remedies permitted under the Accommodation Services Agreement and/or the WFLA Agreement, KCOM may also immediately suspend or terminate the use of the Unordered Service. For the avoidance of doubt, use of a power circuit beyond its limit shall be considered use of an Unordered Service.