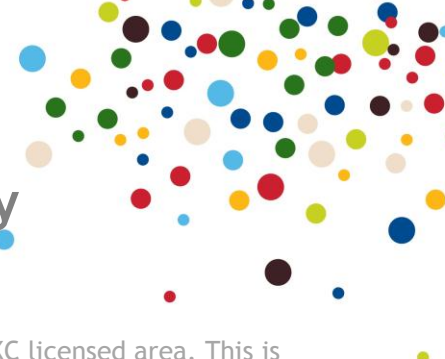


Etherline Connect Not Available For New Supply



1. Service Description

Etherline Connect is an Ethernet Service up to 100 Mb/s for circuits connecting to the KC licensed area. This is designed to service customers who require high-speed bandwidth.

Etherline Connect is an unbundled product that does not provide customer premises equipment to the customer site.

2. Features

- Etherline Connect provides a tail-end circuit for Ethernet connections.
- It provides a dedicated, permanently open transmission circuits between two fixed points, within the KC East Yorkshire Network.
- Fault repair is included in the tariff; this is called BusinessCare Plus and operates 24 hours per day, 7 days per week including Bank and Public holidays.
- Etherline Connect will support bit rates up to 100 Mb/s (Ethernet interface)

3. Charging Structure

Charges for the Service consist of:-

i. An access Connection Charge, which is a one off charge, payable upon successful installation. These connection prices do not offer dual, physically diverse fibres, converging on the same or two distinct KC points of presence. Prices subject to survey.

ii. An annual rental charge, which relates to the bandwidth the Customer contracts for. All individual physical accesses are subject to a minimum period of 12 months.

Etherline Connect - Public Sector Circuits (same/adjacent)

These rates apply to Public Sector organisations that commit to meet a total circuit volume of 1 Gb/s within a 6 month period from signed order. For example 10x100 Mb/s circuits.

		Connection Charge	
		Exc. VAT	Inc. VAT
2 ends within original KC licensed area, same/adjacent exchange area			
2, 5,10,	<u>No Existing Network Connectivity</u>	£1,750.00	£2,100.00
	<u>Existing Network Connectivity</u>	£1,000.00	£1,200.00
30, 60,			
100 Mb/s	Upgrade	£0.00	
	Downgrade	£250.00	£300.00

01/01/2010	Annual Rental					
	1 Year Contract		3 Year Contract		5 Year Contract	
	Exc. VAT	Inc. VAT	Exc. VAT	Inc. VAT	Exc. VAT	Inc. VAT
<u>2 ends within original KC licensed area, same or adjacent exchange areas</u>						
2Mb/s	£2,871.00	£3,445.20	£2,172.00	£2,606.40	£2,061.00	£2,473.20
5Mb/s	N/A		£4,332.00	£5,198.40	£4,122.00	£4,946.40
10Mb/s	£10,332.00	£12,398.40	£6,852.00	£8,222.40	£5,142.00	£6,170.40
30Mb/s	N/A		£11,061.00	£13,273.20	£8,301.00	£9,961.20
60Mb/s	N/A		£13,350.00	£16,020.00	£9,882.00	£11,858.40
100Mb/s	£21,030.00	£25,236.00	£13,872.00	£16,646.40	£10,401.00	£12,481.20

These charges apply for new and existing supply.

Etherline Connect - Public Sector Circuits (non-adjacent)

These rates apply to Public Sector organisations that commit to meet a total circuit volume of 1Gb within a 6 month period from signed order. For example 10x100 Mbit/s circuits.

01/01/2010		Connection Charge	
		Exc. VAT	Inc. VAT
<u>2 ends within original KC licensed area, same/adjacent exchange area</u>			
2, 5, 10, 30, 60, 100 Mb/s	<u>No Existing Network Connectivity</u>	£1,750.00	£2,100.00
	<u>Existing Network Connectivity</u>	£1,000.00	£1,200.00
	Upgrade	£0.00	
	Downgrade	£250.00	£300.00

01/01/2010	Annual Rental					
	New 1 Year Contract		New 3 Year Contract		New 5 Year Contract	
	Exc. VAT	Inc. VAT	Exc. VAT	Inc. VAT	Exc. VAT	Inc. VAT
<u>2 ends within original KC licensed area, not in same or adjacent exchange areas</u>						
2Mb/s	£7,251.00	£8,701.20	£4,332.00	£5,198.40	£4,122.00	£4,946.40
5Mb/s	N/A		£8,652.00	£10,382.40	£8,241.00	£9,889.20
10Mb/s	£18,000.00	£21,600.00	£11,322.00	£13,586.40	£9,051.00	£10,861.20
30Mb/s	N/A		£15,372.00	£18,446.40	£12,261.00	£14,713.20
60Mb/s	N/A		£17,391.00	£20,869.20	£13,911.00	£16,693.20
100Mb/s	£29,391.00	£35,269.20	£18,072.00	£21,686.40	£14,460.00	£17,352.00

Customers on one-year contracts will be charged the full Connection Charge and Rental Charge if they cease a circuit within 12 months of the Operational Service Date.

Customers ceasing long-term contracts before completion will be charged the Rental difference between the committed contract term and the actual contract length Rental fee. An additional charge of 30% of the next 12 months rentals will also be charged or the rentals due to the contract end date, whichever is the lower.

4. Lead Times

The standard lead-time for delivery of the Service access is 40 Working Days, subject to survey and a suitable agreed roll-out plan. The installation date will be the Contractual Delivery Date (CDD) unless a later date has been specified in writing before commencement of installation.

5. Upgrades

Upgrades may be requested from 2 Mb/s to the 100 Mb/s service, subject to the Existing Capacity connection fee. A new minimum Contract period of 12 months will apply at the new bandwidth level.

Upgrades are not available above 100 Mb/s and will be classed as new supply.

6. Downgrades

Downgrade of bandwidth from 100 Mb/s to 2 Mb/s is not permitted during the first 12 months after installation. After the first 12 months, bandwidth downgrades are permitted subject to the Existing Capacity connection fee. A new minimum Contract period of 12 months will apply at the new bandwidth level.

7. Cancellation Charges

This part outlines the termination costs associated with cancelling orders for private circuits before they have been delivered.

The delivery of a circuit is timed to meet a Contractual Delivery Date (CDD). The termination charges raised reflect the amount of work undertaken and are calculated on the number of working days between the date the customer

requests cancellation and the CDD. The cancellation charge is expressed as a percentage of the appropriate circuit connection charge.

The full cost of any additional work, e.g. duct, that is separately identified on the contract and which has been specifically incurred for the order by the time of the cancellation, will be recovered in addition to the cancellation charge.

Customers should note that once delivered private circuits have a standard one year minimum term for which rental will be due. The cancellation charge scale applies to circuits normally provided within 40 working days.

Working Days Before Contractual Delivery Date (CDD)	% of Connection Charge
Circuits Normally Provided In 40 Working Days	
2 or less	90
3 - 21	75
22 - 29	60
30 - 35	30
36 or more	0

The full cost of any additional work (for example, duct) that is separately identified by KC for the Customer's order by the time of the cancellation, will be recovered in addition to the cancellation charge.

All days will be calculated as working days, i.e. ignoring weekends and public holidays.

The cancellation date must be given in writing by the customer.

Should a customer request amendments to the CDD and subsequently cancel the order, the cancellation charge will be calculated on the days between the date that the customer notified KC of the first amendment and the original CDD.

8. Restrictions

The contracting party can only use Etherline Connect and therefore the Etherline Connect service cannot be sublet to other organisations.

All prices subject to survey for exchanges within the original KC licensed area.

Services are provided on a protected but non-resilient basis.

Ring protection can be provided at additional costs.

Network protection and fully resilient diverse routing is available at additional costs, subject to survey.

Notes

Prices will be available on application for network locations outside the original KC licensed area.

Adjacent areas are detailed in the table below:

Exchange Area	Adjacent Exchange Areas			
Beverley	Cottingham	North		
Bilton	East	Hedon		
Bransholme	North	East		
Brough	Kirkella			
Civic	West	Newland	East	
Cottingham	Kirkella	Beverley		
East	Civic	Bransholme	Hedon	Bilton
Ferriby	Kirkella			
Hedon	East	Bilton		
Hessle	Kirkella	West		
Kirkella	Cottingham	Brough	Ferriby	Hessle
Newland	Civic	West	North	
North	Beverley	Bransholme	Newland	
West	Newland	Civic	Hessle	

9. Definitions

Public Sector means a not-for-profit local, regional or national government council. Public Sector Circuits do not apply to commercial organisations.

Managed means KC can provide bandwidth management and information to the customer.

Unmanaged means the circuit can only be provided without any bandwidth management or information to the customer.

Unprotected means that the Ethernet fibres are provided on a point to point basis within our network and are not ring protected like SDH circuits.

Protected means that the Ethernet fibres are provided on a point to point basis within our network and are also ring protected like SDH circuits.

Resilience means the prices assume no diverse routing of fibres from the customer premises to the KC network, but provides a protected ring between KC exchanges.

Diverse Routing means a customer requesting that two fibres enter two different points within the same building. Available subject to survey at an additional connection fee.

Fully Diverse Routing means a customer requesting that two fibres enter two different points within the same building and that these fibres terminate within different exchanges within the KC network. Available subject to survey at an additional connection fee.

Contractual Delivery Date means the date on which KC is to complete provision of the access circuit or such as maybe agreed in writing between KC and the Customer.

New Supply means the customer has not got an existing contract for a Etherline service with KC.

Existing Capacity means the existing customer has an existing fibre based circuit in the building and requires and requires another circuit to be provisioned at the same entry point into the building. Two circuits ordered at the same time would result in the second circuit connection fee at the Existing Capacity connection fee.