



KCOM Retail Leased Line – Dedicated Internet Access Circuits (DIA)

1. Service Description

KCOM Retail's DIA circuits provides an adaptable dedicated link to the Internet. Aimed at companies requiring a very high-speed Internet connection for a company Local Area Network (LAN). Compromising of Ethernet links between the customer site and Internet Utilising KCOM's dedicated IP transit and routing, the service options vary from 10Mb/s to 10,000Mb/s providing dedicated access with a high-speed "always-on" connection. Service options available will depend on location of circuit.

DIA is a Wires Only product requiring the end user to select and provide the site premise termination equipment. However, this can be provided upon application.

KCOM Retail DIA's offer a target 5-clock hour fault repair, which operates 24 hours per day, 7 days per week (including Bank and Public Holidays). Service Standards including Service Credits are defined in Part 3 of the Leased Line contract.

Primary and secondary DNS is provided as part of the service. One Top Level Domain Name registration or transfer is provided free of charge for the first two years registration (.com, .net, .org,.co.uk). 25MB of virtual webspace is provided as part of the service. An SMTP feed is provided for your mail server.

Product, Speed, and Interface/Transmission:

Product	Speed/Interface/Transmission	Notes
KCOM Retail DIA	10Mb / RJ45 / Ethernet 10Mb /Optical/Ethernet 100Mb / RJ45 / Ethernet 100Mb / Optical / Ethernet 1Gb bearer: 100Mb, 250Mb, 500Mb, 1Gb 1Gb / RJ45 / 1000baseT 1Gb / MMF 850 LC / 1000base SX 1Gb / SMF 1310 LC / 1000base LX 10Gb bearer: 1Gb, 2Gb, 3Gb, 4Gb, 10Gb 10Gb / MMF / 10G base SR 10Gb / SMF / 10G base LR	SMF only provided if customer's router is 300m away from KCOM switch. 10Gb subject to feasibility and backhaul capacity upgrade lead-times.

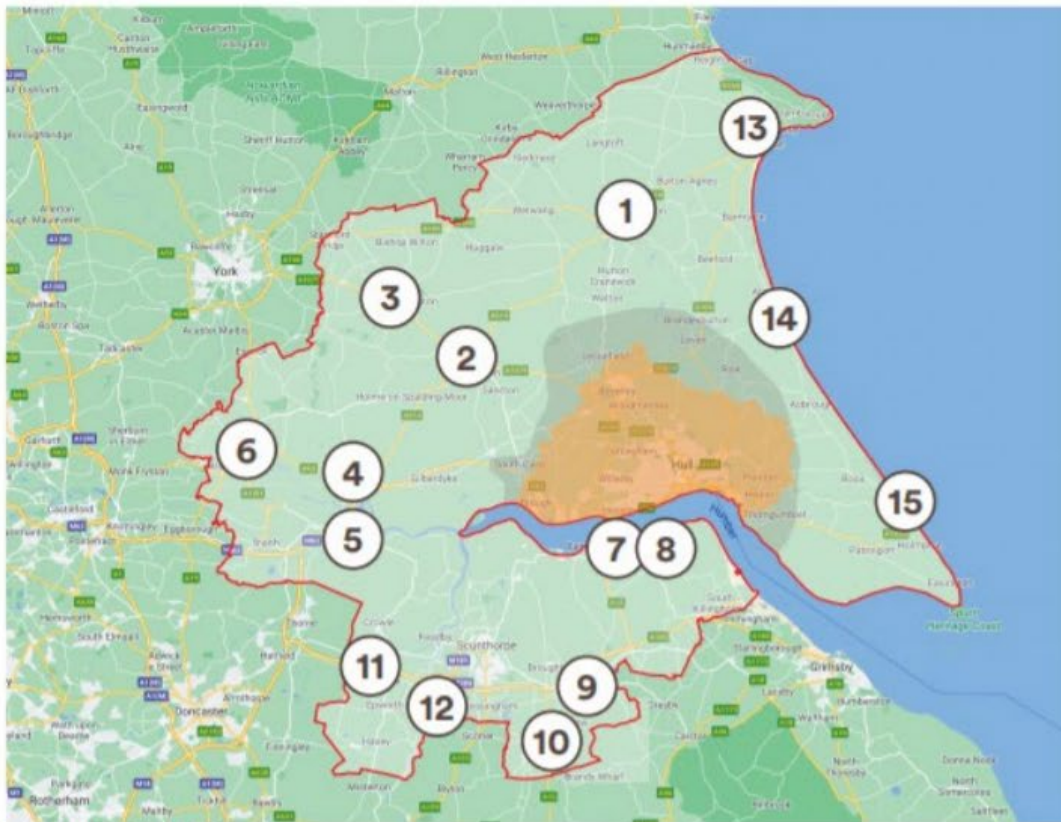
KCOM

2. Service Availability

KCOM Retail DIA can be provided within areas which KCOM network has passed. This includes within the “Licensed Area” as described below, the East Riding of Yorkshire, and North East Lincolnshire as shown in the below diagram.

Prices will be available on application for all network locations outside the KCOM network areas.

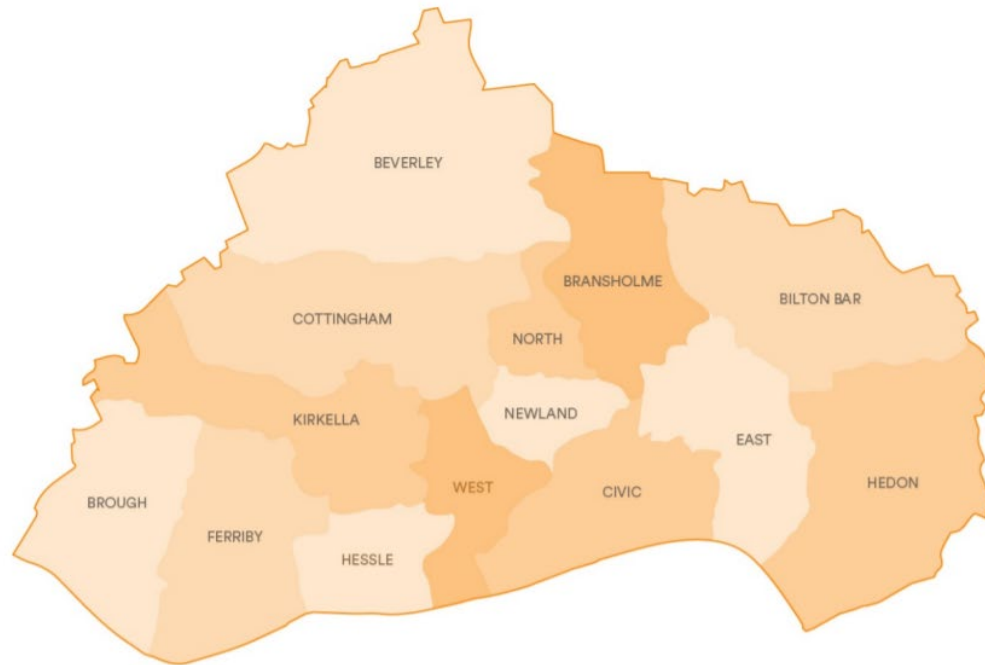
For DIA’s within the “Expansion Area”, circuits are only available over a 1Gb or 10Gb bearer



Orange area = The Hull Area
 Grey Area = East Yorkshire Expansion Area
 Red Boundary = Expansion Area (EA) - phase 1

Order	Area
1	Driffield/Nafferton
2	Market Weighton
3	Pocklington
4	Howden
5	Goole
6	Selby
7	Barton upon Humber
8	Barrow upon Humber/Goxhill
9	Brigg/Broughton
10	Hibaldstow/Kirton in Lindsey/Scawby
11	Epworth/Haxey/Crowle
12	Messingham
13	Bridlington
14	Hornsea
15	Withernsea

Hull Area – the area defined as the 'Licensed Area' in the licence granted on November 1987 by the Secretary of State under section 7 of the Telecommunications Act 1984 to Kingston upon Hull City Council and KCOM Group plc. This map illustrates the exchanges within the licensed area.



3. Connection Charge – Existing Fibre

For this criteria to be met an optical fibre cable or cables containing spare optical fibres with which to provide the new service or services must be available within the customers own premises/office or place of business this also includes both multiple tenancy units or multiple business units (see exceptions).

The exceptions are as follows:

1. If the customer's premise or site contains multiple buildings, the optical fibre connectivity for the new service must be within the building or location where the service is required and not contained externally in another building.
2. If an existing optical fibre cable is present within the building or location but contains no spare optical fibres available for connecting the new service or services.
3. KCOM maintain the right to designate optical fibres within a cable as spare for fault purposes and as such are not available for new customer services /connections.
4. Where the new service is required within a building containing multiple business / tenancy units, the optical fibres required to provide the new service must not exceed a cabling distance of more than 25 metres from where the existing cable is terminated.

4. Connection Charge – New Fibre

This relates to installations where no optical fibre cable exists or where a cable does exist but has no spare optical fibre capacity available to provide the new service.

KCOM maintain the right to designate optical fibres within a cable as spare for fault purposes only and as such would not be available to provide a new service for customers

5. Connection Charge – Re-Contracted services

Where circuits require no physical change to them and are being re-contracted then no connection charge will apply to the existing circuit.



5. Charging Structure - Connection

An access Connection Charge, which is a one-off charge, payable upon successful installation. The standard delivery is a single fibre delivery. Other resilient, diverse, or fully diverse options are available subject to feasibility and excess construction charges. Prices subject to survey.

All Access Bearers	Connection Charge		
	1 Year	3 Year	5 Year
Existing Fibre	POA	POA	POA
New Fibre	POA	POA	POA

6. Charging Structure – Annual Revenue

Service	Annual Rental		
	1 Year	3 Year	5 Year
Within Original KCOM Licensed Area			
	Ex VAT		
10Mb/s / 100Mb	POA	POA	POA
50Mb/s / 100Mb	POA	POA	POA
100Mb/s / 100Mb	POA	POA	POA
100Mb/s / 1Gb	POA	POA	POA
250Mb/s / 1Gb	POA	POA	POA
500Mb/s / 1Gb	POA	POA	POA
750Mb/s / 1Gb	POA	POA	POA
1Gb/s / 1Gb	POA	POA	POA
1Gb/s / 10Gb	POA	POA	POA



2Gb/s / 10Gb	POA	POA	POA
3Gb/s / 10Gb	POA	POA	POA
4Gb/s / 10Gb	POA	POA	POA

7. Early Termination

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.

8. 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 dates 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 12-month minimum term for which rental will be due. The cancellation charge scale applies to circuits normally provided within 40 working days.



Cancellation charges for circuits normally provided within 40 working days	
Working Days Before Contractual Delivery Date (CDD)	% of Connection Charge
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 KCOM East Yorkshire 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 customer must give the cancellation notice in writing.

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

9. Time Related Charges (TRC) – Call out, Visit and Missed Appointment Fee charges

Time related charged are payable where the customer requests the additional Services as set out in the table immediately below:

Call out charges	Standard Visit Charge (for each site visit) Ex. VAT	Hourly Rate (per house or part thereof) Ex. VAT	Minimum hours	Minimum call out charge
Survey charge	POA	POA		
Call out charge*	£100.00	£85.00	1	£185.00
Missed Appointment Fee	£10000	n/a	n/a	n/a

*Visit charge for no KCOM fault found or visit charge for requested work

If we have made a scheduled appointment with you for an installation or faults visit, you may be charged a Missed Appointment Fee if an engineer has been despatched to your premises and:

- The appointment is cancelled by you after the engineer has been despatched to your premises
- The person in attendance is under the age of 18
- There is no one at the premises
- There is no one at the premises who knows what work is required / where socket etc. is to be located
- You ask the engineer to call back at an alternative time
- The engineer is refused entry



10. Lead time

The standard lead-time for delivery of the Service access is 42 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.

11. Contract Term

The minimum contract term for Point-to-Point circuits is 12 months, with longer terms of 36- or 60-month term available. Longer terms may be granted on application.

12. Upgrades

Upgrades may be requested, subject to the Upgrade fee. A new minimum Contract period of 12 months will apply at the new bandwidth level.

13. Downgrades

Downgrade of bandwidth is not permitted during the first 12 months after installation. After the first 12 months, bandwidth downgrades are permitted subject to the Downgrade fee. A new minimum Contract period of 12 months will apply at the new bandwidth level.

14. Restrictions

The contracting party can only use the DIA circuit, and it cannot be sublet to other organisations. All prices subject to survey for exchanges within the original KCOM 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.



15. Notes

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

16. Definitions

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 KCOM network, but provides a protected ring between KCOM 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 cost.

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 KCOM network. Available subject to survey at an additional cost.

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