

Reference Offer Wholesale FibreLine Access

Schedule 2: Aggregation Point, Aggregation Point Bandwidth, and Extension Path Service

1. THE SERVICE

- 1.1 The Aggregation Point is the point where the End User Access connections from each of the KCOM's designated Next Generation Access (NGA) exchanges (nodes) in the Hull Area are aggregated and transferred to and from the CP's dedicated BSIL Backhaul Service.
- 1.2 The Extension Path Service provides a connection from the Aggregation Point to the handover point for the BSIL Backhaul Service so that traffic can be routed to/from the CP's Network. The Extension Path capacity determines the number and type of End User connections that can be supported. The CP is responsible for ensuring that sufficient Extension Path capacity has been ordered to meet its obligation to the CP's End users. KCOM is not liable for any service limitations caused by Extension Path capacity limitations.
- 1.3 Aggregation Points and Extension Paths are available at those locations as notified by KCOM to the CP from time to time. Aggregation Point and Extension Path orders are only accepted in areas notified by KCOM.
- 1.4 The Extension Path bandwidth variants are those defined in the Price List and which may vary from time to time.

2. AGGREGATION POINT AND EXTENSION PATH ORDERING AND PROVISION

- 2.1 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.
- 2.2 The CP must place Orders for Aggregation Points (including Aggregation Bandwidth) and Extension Paths by following the 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.

- 2.3 Subject to the CP complying with its obligations under this Agreement, 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.
- 2.4 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; or
 - (c) notify the CP and close the Order.
- 2.5 KCOM will use reasonable endeavours to identify any technical or geographical limitations prior to the Proposed Start Date for an individual Order.
- 2.6 In the event of KCOM notifying the CP of any such additional charges for provision of the Service, the CP shall be entitled to terminate the Aggregation Point (including Aggregation Bandwidth) and Extension Path Order at any time during the period of 14 days following on from the date of such notification without paying any termination payment or other damages to KCOM. Subject to the CP complying with its obligations under this Agreement, KCOM will use its reasonable endeavours to provide the Aggregation Points (including Aggregation Bandwidth) and Extension Paths specified in each Order by the Proposed Start Date for that Order. However, all start dates are estimates and KCOM will have no liability for any failure to meet such dates.
- 2.7 The CP shall notify KCOM as soon as is reasonably practicable of any changes to the information or other details specified in any Order agreed between the parties.
- 2.8 The CP is responsible for:
- (a) compliance with the terms of this Agreement and any instructions set out provided by KCOM in relation to the Service; and

(b) the acts and omissions of its employees and agents in connection with the repair and/or any other alternative process set out in this Agreement and the Service Operations Manual.

2.9 If the CP cancels an Order before the Proposed Start Date, the CP shall reimburse KCOM to the extent of the costs of any work done and for money spent in preparing to provide the Service. KCOM will take reasonable steps to mitigate the amount of such costs and expense.

3. THE SERVICE

3.1 KCOM will only accept fault reports directly from the CP. If the fault is not attributable to the KCOM Network KCOM will charge Time Related Charges as set out in the Price List for any Site visit.

3.2 The CP will report all faults in accordance with the Service Operations Manual.

4. CESSATION, CANCELLATION AND MODIFICATION OF BANDWIDTH

4.1 The CP may change the bandwidth of an associated Aggregation Point or Extension Path between the prescribed levels set out in the Price List by providing KCOM with not less than 30 days' prior written notice.

4.2 The minimum period of service for Aggregation Points and Extension Paths is one (1) month commencing on the date of provision of the Aggregation Point or Extension Path Service to the CP. For the avoidance of doubt, in the event that the CP terminates an Aggregation Point and/or Extension Path, all WFL FTTP and WFL FTTC Services shall also be terminated. In the event that the Initial Term of any WFL FTTP and/or WFL FTTC Service has not expired, the CP shall be liable to pay the relevant termination payment(s) as set out in the Price List.