

KCOM Ancillary Services

Schedule 6: Exterior Cable Connect Service

1 THE SERVICE

- 1.1** Exterior Cable Connect is a Service that KCOM makes available to Communications Providers (CPs) as part of the Reference Offer for the provision of Ancillary Services to enable CPs to onward connect Associated Services from a CP's Co-location Hostel within an Exchange Site via a dedicated fibre optic cable.
- 1.2** The Exterior Cable Connect Service can only be used in association with Co-location Services. It cannot be used for connections where the usage is for the purpose of building or extending core networks or where the intent is to replicate core network.
- 1.3** The service is available at Exchange Sites within the Hull Area.
- 1.4** The Exterior Cable Connect service provides a physical cable connection between the CP's Compliant Equipment in their specified Co-location Hostel at an Exchange Site and the CP's Network located within the curtilage of the same Exchange Site or at a specified location within 100 metres of the curtilage of the same Exchange Site.
- 1.5** The CP must place Orders 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 the Order in accordance with 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.
- 1.6** There may be technical or other limitations that inhibit or prevent the installation of the Service. You acknowledge that the provision of the Service will be subject to survey and / or feasibility checks to ensure that the Service can be provided. Attendance by the CP's employee or agent, to agree the position of the Point of Handover, is required at the same time as a site survey. Following survey and / or feasibility checks, KCOM will advise the CP of any limitations affecting the provision of the Service and in such circumstances KCOM will:
- (a) advise of Excess Construction Charges to be incurred; or
 - (b) use reasonable endeavours to identify if alternative KCOM products may be used instead of the Service; or



(c) notify the CP that the Service cannot technically be provided and reject the applicable Order.

KCOM will use reasonable endeavours to identify any technical or other limitations prior to the Proposed Start Date for an individual Order.

1.7 The CP will, within 10 Working Days of KCOM notifying the Point of Handover:

1.7.1 if necessary, extend its duct network to the Point of Handover; and

1.7.2 provide a length of cable at the Point of Handover sufficient to be pulled through to, and spliced within, KCOM's cable chamber in the Exchange Site.

If the CP fails to do so, the Service Standards in Schedule 2 shall not apply. If 20 Working Days elapse from the date of KCOM's notification and the CP has not undertaken the necessary work, KCOM may cancel the Order and cancellation charges as specified in the Price List will be payable.

1.8 KCOM is responsible for :

- (a) pulling the CP supplied cable from the Hand-Over Box to the cable chamber in the Exchange Site;
- (b) maintenance of the cable and duct from the Hand-Over Box to KCOM's cable chamber and onward to hand-over at the CP's Compliant Equipment.

1.9 The CP is responsible for:

- (a) compliance with the terms of this Agreement and any instructions 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;
- (c) managing the traffic capacity on the Exterior Cable Connect;
- (d) providing ductwork from the CP's Network to the KCOM Hand-Over Box with sufficient fibre left coiled for KCOM to draw through duct to reach and connect into KCOM's cable chamber within the Exchange Site. The Hand-Over box and connecting ductwork, where required for provision of Exterior Cable Connect, will be constructed by KCOM, paid for by the CP and ownership passed to KCOM. The CP agrees that ownership of that part of the cable on KCOM's side of the Hand-Over Box also passes to KCOM. For the avoidance of



doubt, KCOM will be responsible for the connectivity between the Point of Handover and the Compliant Equipment within the Exchange Site; and

(e) Connection of the cable to the CP's Compliant Equipment within the Exchange Site.

1.10 The CP shall ensure that any equipment connected to the Exterior Cable Connect Service:

(a) is used and connected in accordance with any relevant instructions or laws;

(b) is technically compatible with the Exterior Cable Connect Service;

(c) shall not harm:

(i) the KCOM Network;

(ii) the Services;

(iii) 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 the General Conditions;

(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 any relevant UK standards body 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.