

## Reference Offer Wholesale FibreLine Local Access

### Schedule 2: WFLLA CableConnect Service

#### 1 THE SERVICE

- 1.1 WFLLA CableConnect provides a dedicated fibre connection between the designated ethernet port on a KCOM OLT used to serve End Users in the Hull Area 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. WFLLA CableConnect is used solely for the purpose of conveying aggregated IP traffic from individual OLTs to the Point of Handover. Where demand determines, KCOM will use a port expansion node as part of the WFLLA CableConnect service. For the avoidance of doubt, this port expansion node is used for the purpose of providing additional ports that serve to partition the OLT's given port capacity rather than to managing the OLT's function.
- 1.2 WFLLA CableConnect is available at those WFLLA Site locations as notified by KCOM to the CP from time to time. WFLLA CableConnect Orders are only accepted at WFLLA Sites used to deliver communications services in the Hull Area.
- 1.3 WFLLA CableConnect links individual 1Gb and 10Gb OLT ethernet ports to individual ethernet ports on the CP's transport switch. As such, individual WFLLA CableConnects are required for the available bandwidth variants. This is also the case where KCOM uses a port expansion unit.
- 1.4 Two bandwidth variants of WFLLA CableConnect are available, 1Gb and 10Gb.

#### 2 CABLECONNECT 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 by following 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 Request Process as set out in 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.

2.3 There may be technical or other limitations that inhibit or prevent 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 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 that the Service cannot technically be provided and reject the applicable Order.

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

2.5 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 and the Service Operations Manual; and
- (c) managing the traffic capacity and 'shaping' on the WFLLA CableConnect; and
- (d) unless otherwise agreed by the parties, connection of the WFLLA CableConnect to the CP's Equipment.

2.6 If the CP notifies KCOM that the CP Equipment is not available for connection, KCOM will lay a (looped) fibre between the OLT and the CP designated Specified Floor Area in the CP Equipment Room and provision this by performing a test of the (looped) fibre by passing light through the fibre (i.e. a "light test") thereby demonstrating that the WFLLA CableConnect from the OLT is functionally operable. Having done so, KCOM will leave the connection inactive. Once the CP installs its CP Equipment in the CP Equipment Room and has connected the (looped) fibre to its transport switch the CP will notify KCOM and KCOM will reactivate the WFLLA CableConnect and regularise the alarms.

- 2.7 The CP shall ensure that any equipment connected to the WFLLA CableConnect Service:
- (a) is used and connected in accordance with any relevant instructions or laws;
  - (b) is technically compatible with the WFLLA CableConnect Service;
  - (c) shall not harm:
    - (i) the KCOM Network;
    - (ii) the Services;
    - (iii) the KCOM Equipment;
    - (iv) 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.
- 2.8 If the CP cancels an Order before the WFLLA CableConnect 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 WFLLA CableConnect. KCOM will take reasonable steps to mitigate the amount of such costs and expense.

### **3 INCIDENT MANAGEMENT**

- 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.