



Reference Offer Wholesale Fibre

Schedule 5: Local Access Backhaul Service

1 THE SERVICE

- 1.1 The Local Access Backhaul Service [LABS] provides a dedicated fibre connection between a CP Site and the Layer 2 Aggregation at an Exchange Site. It is used solely for the purpose of conveying aggregated Ethernet traffic from the Layer 2 Aggregation to the CP Site. The number of LABS required from any Exchange Site will be dependent on the utilisation of the installed LABS. Additional LABS may be required where utilisation of the existing LABS approaches or exceeds the agreed operational capacity threshold, taking into account associated overheads, and future growth.
- 1.2 The Service is available only at those Exchange Site locations as notified by KCOM to the CP from time to time, and may only be used to deliver communications services in the Hull Area.

2 LOCAL ACCESS BACKHAUL SERVICE 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 Local Access Backhaul Service; and
- (d) unless otherwise agreed by the parties, connection of the Local Access Backhaul Service(s) to the CP's Equipment.

2.6 If the CP notifies KCOM that the CP Equipment is not available for connection, KCOM will demonstrate that the Local Access Backhaul Service is functionally operable. Having done so, KCOM will leave the connection inactive. Once the CP installs its CP Equipment, the CP will notify KCOM and KCOM will reactivate the Local Access Backhaul Service and regularise the alarms.

2.7 The CP shall ensure that any equipment connected (whether remotely or otherwise) to the Local Access Backhaul Service:

- (a) is used and connected in accordance with any relevant instructions or laws;
- (b) is technically compatible with the Local Access Backhaul 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 and 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 Local Access Backhaul Service Connect Proposed Start Dates, the CP shall reimburse KCOM to the extent of the costs of any work done and for money spent in preparing to provide the Local Access Backhaul Service. 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.