



Reference Offer Wholesale Fibre

Schedule 2: Virtual Cable Connect Service

1 THE SERVICE

- 1.1 Virtual Cable Connect provides a VLAN connection between the Layer 2 Aggregation located at the same Exchange Site as KCOM's OLT and the designated ethernet port on a KCOM OLT used to serve End Users in the Hull Area.

Virtual Cable Connect is used solely for the purpose of conveying aggregated Ethernet traffic from individual OLTs through the Layer 2 Aggregation to either a Local Access Backhaul Service or an Internal Cable Connect.

- 1.2 Virtual Cable Connect is available at those Exchange Site locations as notified by KCOM to the CP from time to time. Virtual Cable Connect Orders are only accepted at Exchange Sites used to deliver communications services in the Hull Area.
- 1.3 Virtual Cable Connect links OLT ethernet ports to ethernet ports on the Layer 2 Aggregation. Within a single Exchange Site all OLTs require individual Virtual Cable Connect paths to the Layer 2 Aggregation.
- 1.4 Virtual Cable Connect is available in 1Gbps.

2 VIRTUAL CABLE CONNECT 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 Virtual Cable Connect; and
- (d) unless otherwise agreed by the parties, connection of the Local Access Backhaul Service or Internal Cable Connect 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 Virtual Cable Connect from the OLT 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 Virtual Cable Connect and regularise the alarms.

2.7 The CP shall ensure that any equipment connected (whether remotely or otherwise) to the Virtual Cable Connect Service:

- (a) is used and connected in accordance with any relevant instructions or laws;
- (b) is technically compatible with the Virtual Cable Connect 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 Virtual Cable 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 Virtual Cable Connects. 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.