

Reference Offer Wholesale FibreLine Local Access

Schedule 3: FTTC Service

1. THE SERVICE

- 1.1 The Wholesale FibreLine Local Access FTTC Service (WFLLA FTTC) provides connectivity between the CP's Equipment installed in a WFLLA Site and the ethernet port on the VDSL faceplate of the NTE located within the End User Site. Delivery of the WFLLA FTTC Service will be by means of optical fibre cable between a handover frame within the WFLLA Site and the PCP (fibre-enabled VDSL cabinet) in the KCOM Network and by means of an existing copper cable between the PCP and the End User Site.
- 1.2 WFLLA FTTC Service requires a WFLLA CableConnect Service (under the provisions of Schedule 2) within the WFLLA Site to be in place in advance of the WFLLA FTTC Service Order. The WFLLA FTTC Service terminates at the NTP.
- 1.3 The WFLLA FTTC Service will only be available at the locations as notified by KCOM to the CP from time to time and to those End User Sites which are served by underlying copper access products provided by means of KCOM Wholesale Line Rental ("KLR") at the time of order and during the period that the WFLLA FTTC Service is provided. The WFLLA FTTC Service will immediately be terminated at a particular End User Site if the KLR product is terminated to such End User Site. For the avoidance of doubt this includes provision of services by KCOM to the End User Site using KLR.
- 1.4 KCOM may notify the CP that it intends to provide an overlay FTTP service in areas where FTTC is currently provided. Where the CP is providing services to End Users in such an area, KCOM may choose to re-provide any WFLLA FTTC Service with an equivalent WFLLA FTTP Service. In these instances, KCOM will liaise with the CP to enable KCOM to gain access to the End User Site and ensure that any disruption to the Service is minimised. Where a Service is re-provisioned in this manner the CP may choose to no longer provide a KLR Service at the affected End User Site and the provisions of Schedule 3 of this Agreement will apply to the WFLLA FTTP Service.

2. SERVICE PROVISION

- 2.1 The CP agrees to make the necessary arrangements so that the End User is aware that:
- (a) the End User may need to upgrade existing or deploy new End User Equipment for use with the CP Service;
 - (b) if KCOM requires access to the End User Site, the End User must be present during the period that the WFLLA FTTC Service is to be provided and activated;
 - (c) to allow for service activation at the time of provision, the End User will experience a period of 'downtime' to all services provided on the chosen line including the underlying copper access products referred to in paragraph 1.3 above; and
 - (d) ADSL and ADSL2+ modems are incompatible with VDSL technology.
- 2.2 KCOM shall ensure that the WFLLA FTTC Service is successfully delivered to the VDSL faceplate that KCOM will install on the NTE at the End User Site. The CP acknowledges and agrees that in order for the End User to be able to use the Services, the CP or End User will need to install and connect a router that is compatible with the Services to the VDSL faceplate installed on the NTE.

3. INSTALLATION OF THE SERVICES

- 3.1 KCOM will provide the CP with the date of an engineer visit for the installation of the Services at an End User Site. This will be a morning (AM) or afternoon (PM) appointment for each End User.
- 3.2 Where KCOM has made a scheduled appointment for the installation of the Services at an End User Site it is the CP's responsibility to inform the End User of the date and time of the appointment. The CP will be subject to a Missed Appointment Fee as set out in the Price List if a KCOM engineer has been dispatched to an End User Site and:
- (a) the appointment is cancelled by the CP and/or the End User after the engineer has been dispatched;
 - (b) the person in attendance at the End User's Site is under the age of 18;
 - (c) there is no one at the End User's Site;
 - (d) there is no one at the End User Site who knows what work is required or who is otherwise authorised to agree it;
 - (e) the CP and/or the End User ask the KCOM engineer to call back at an alternative time;
 - (f) the KCOM engineer is refused entry to the End User's Site;

(g) there are no suitable or there are insufficient power sockets.

- 3.3 Connection of the WFLLA FTTC Service will involve the installation of a VDSL faceplate on an existing NTE.
- 3.4 Where installation of new NTE is required to connect the Services the NTE will be provided pursuant to the Reference Offer for KCOM Wholesale Line Rental.
- 3.5 The Connection Charges that apply in respect of an Order for Services will be as stated in the Price List and on the Order Form.

4 ORDER HANDLING

- 4.1 The CP must place Orders by following processes set out in the Service Operations Manual. 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.
- 4.2 The CP may submit a simultaneous provide Order for Service in conjunction with an Order for KCOM Wholesale Line Rental at the relevant End User Site. The requested Service Start Date can be the same date as the delivery date of the WFLLA FTTC Service.
- 4.3 An Order may be rejected if:
- (a) there is a service or services which are incompatible with the Service;
 - (b) the CP has cancelled its own Order;
 - (c) any information is inaccurate, incomplete or incorrect or if it is a duplicate Order;
 - (d) where there is insufficient capacity to fulfil the Order;
 - (e) no simultaneous Order is placed for KCOM Wholesale Line Rental at the End User Site or there is no active KCOM Wholesale Line Rental provided at the End User Site at the date of the Order.
- 4.4 If an Order is rejected, KCOM will notify the CP of the reason for the rejection. KCOM reserves the right to charge a cancellation charge (as set out in the Price List) in relation to any rejected order providing such rejection is not caused by a failure by KCOM.
- 4.5 All Orders received by KCOM will be processed by KCOM in the order in which they are received.

5 CESSATION AND CANCELLATION

5.1 The Initial Term for the WFLLA FTTC Service to an individual End User Site is one (1) month commencing on the date of provision of the WFLLA FTTC Service to the CP.

6 LINE RATES

6.1 The Line Rates for the WFLLA FTTC Service are as set out in the Wholesale FibreLine Local Access Technical Characteristics document (CIP040) and for any individual connection will depend on the service option the CP has specified on the Order.

6.2 For the WFLLA FTTC Services, the Line Rate actually received will be dependent on a number of factors. The Line Rates quoted by KCOM are estimates only and the CP acknowledges that the actual Line Rate will vary depending on a number of factors as set out in paragraph 6.4.

6.3 Where KCOM is a signatory to Ofcom's Voluntary Code of Practice for ISPs, KCOM will apply the same best practice principles set out in the Code for the benefit of the CP and the CP's End Users.

6.4 The CP acknowledges and agrees that the speed and the stability of the operation of the WFLLA FTTC Service is determined by:

- (a) the characteristics of the Exchange Line, which includes its physical length, quality and susceptibility to interference from other Exchange Lines;
- (b) the specific IP application protocol used;
- (c) electrical, electromagnetic or radio frequency interference;
- (d) the Line Rate of the End User Equipment; and/or
- (e) the capacity available within other networks or the internet generally.

6.5 Once an End User's Line Rate has settled down (usually within 10 Working Days after it has been installed), if an End User is always getting speeds that are lower than the range quoted by KCOM the CP can contact KCOM and KCOM will try and resolve any problems affecting the service and improve the Line Rate the End User is receiving.

6.6 The CP must, and must ensure that the End User must, follow any reasonable advice KCOM gives to improve the Service. If KCOM is not able to improve the Line Rate so that it achieves the minimum line speed quoted for the applicable Service, the CP can cancel the applicable Order. The CP will be able to cancel an Order in this way at any time after the Service has been installed. Where the CP terminates an Order pursuant to this paragraph 6.6, the CP shall

not be liable to pay any termination payment specified in the Price List in respect of such Order. For the avoidance of doubt, the CP will be liable to pay any and all Charges for the supply of the Services up to the date of termination. The range of Line Rates the End User can expect to receive for the WFLLA FTTC Service will also be confirmed to the CP when placing an Order for the Service.

- 6.7 Please note this is the Line Rate for the WFLLA FTTC Service but as the CP you are responsible for complying with the Advertising Standards Authority Broadband Speed Claims Guidance and are required to demonstrate that the advertised speed is achievable for at least 50% of the CP relevant customer base at peak time.

7 CONNECTION OF EQUIPMENT TO THE SERVICE

7.1 Any equipment connected to the Service by the CP or the End User must not harm the KCOM Network, the Service or KCOM Equipment or another Communication Provider's or Third Party's network or equipment and must be:

- (a) connected and used in line with any relevant instructions provided by the manufacturer or KCOM;
- (b) connected and used in line with any relevant laws or regulatory requirements, including any legal requirements imposed upon the parties including requirements arising from the General Conditions; and
- (c) technically compatible with the Service and connected and used in line with any relevant standards.

7.2 The CP agrees to connect equipment to the Service only by using the NTE (where applicable) provided by KCOM with the Service.

7.3 Further to paragraph 7.1 above, if, upon becoming aware that, the equipment does not meet the relevant instructions, standards or laws, the CP will use its reasonable endeavours to procure that the End User will disconnect it.

7.4 KCOM will not be liable for failure to meet any Service Level or other obligations under this Agreement to the extent that the failure is caused by equipment found to be connected otherwise than in accordance with this paragraph 7.

8 KCOM LIAISON WITH END USERS

8.1 All communications between KCOM and End Users will be arranged via the CP except that if the Services are to be delivered to an End User Site, KCOM may contact End Users directly

in the following circumstances:

- (a) where the CP has requested KCOM to contact the End User directly; or
- (b) in relation to all appointments, changes to appointments and access arrangements with the End User for engineering visits; or
- (c) to assist with incident diagnostics.