

KCOM Ancillary Services

Schedule 5: Internal Cable Connect Service

1 THE SERVICE

- 1.1 Internal Cable Connect is a Service that KCOM makes available to Communications Providers (CPs) to enable CPs to connect Associated Services to a CP's Co-Location Services within an Exchange Sites via a dedicated fibre optic cable.
- 1.2 The Internal Cable Connect Service can only be used in association with Associated Services (e) to (g) as defined in Schedule 1.
- 1.3 The service is available at Exchange Sites within the Hull Area.
- 1.4 The Internal Cable Connect service transports the Associated Services that the CP specifies from a KCOM ODF to the CP's Compliant Equipment in their specified Co-location Hostel at an 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 The Service will be ordered by the CP at the time of ordering, or after ordering, an Associated Service. The Service will terminate on a KCOM ODF (to which the CP will not have access) and on the Compliant Equipment on either; a length of fibre cable left coiled without termination or (for an additional charge) an Optical Patch Panel. There may be technical or other limitations that inhibit or prevent the installation of the Service. 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.

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 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 Internal Cable Connect; and
- (d) unless otherwise agreed by the parties, connection of the Internal Cable Connect to the CP's Compliant Equipment.

1.8 The CP shall ensure that any equipment connected to the Internal Cable Connect Service:

- (a) is used and connected in accordance with any relevant instructions or laws;
- (b) is technically compatible with the Internal 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