

## Etherline Internet

### Service description

Etherline Internet provides an adaptable dedicated link to the Internet. Aimed at companies requiring a very high speed Internet connection for a company Local Area Network (LAN). Provided over KCOM's national IP network, the service options vary from 1Mb/s to 1000Mb/s providing dedicated access with a high-speed "always-on" connection.

Etherline Internet is an unbundled product that does not provide customer premises equipment to the customer site.

Primary and secondary DNS is provided as part of the service. One Top Level Domain Name registration or transfer is provided free of charge for the first two years registration (.com, .net, .org, .co.uk). 25MB of virtual webspace is provided as part of the service. An SMTP feed is provided for your mail server or KCOM can provide an Internet Appliance for your convenience.\*

Lead times from initial order and upgrades are 40 working days. The minimum contract term is 12 months, with discounts for longer 2, 3, 5 year (or longer) contracts.

### Charging structure

Charges for the Service consist of:

- i. An access Connection Charge, which is a one off charge, payable upon successful installation. These connection prices do not offer dual, physically diverse fibres, converging on the same or two distinct KCOM points of presence. Prices subject to survey
- ii. An annual rental charge, which relates to the bandwidth the Customer contracts for. All individual physical circuits are subject to a minimum period of 12 months.

|                                  |  | Connection Charge |          |
|----------------------------------|--|-------------------|----------|
|                                  |  | Ex VAT            | Inc. VAT |
| Within Original KC Licensed Area |  |                   |          |
| All<br>Speeds                    | <b><u>No Existing Network Connectivity</u></b> | POA               | POA      |
|                                  | <b><u>Existing Network Connectivity</u></b>    | POA               | POA      |
|                                  | Upgrade  | POA               | POA      |
|                                  | Downgrade                                      | POA               | POA      |

\* Additional connection charges apply to customers within the East Yorkshire Expansion area and are subject to survey.

## Annual rental charges

|                                  | Annual Rental |          |        |          |        |          |        |          |
|----------------------------------|---------------|----------|--------|----------|--------|----------|--------|----------|
|                                  | 1 Year        |          | 2 Year |          | 3 Year |          | 5 Year |          |
|                                  | Ex VAT        | Inc. VAT | Ex VAT | Inc. VAT | Ex VAT | Inc. VAT | Ex VAT | Inc. VAT |
| Within Original KC Licensed Area |               |          |        |          |        |          |        |          |
| 2 Mb/s                           | POA           | POA      | POA    | POA      | POA    | POA      | POA    | POA      |
| 10 Mb/s                          | POA           | POA      | POA    | POA      | POA    | POA      | POA    | POA      |
|                                  | POA           | POA      | POA    | POA      | POA    | POA      | POA    | POA      |
| 100 Mb/s                         | POA           | POA      | POA    | POA      | POA    | POA      | POA    | POA      |
|                                  | POA           | POA      | POA    | POA      | POA    | POA      | POA    | POA      |
| 1000Mb/s                         | POA           | POA      | POA    | POA      | POA    | POA      | POA    | POA      |
|                                  | POA           | POA      | POA    | POA      | POA    | POA      | POA    | POA      |

Note: Change Tariff refers to customers keeping the same bandwidth size, but changing the minimum contract length.

Customers on one-year contracts will be charged the full Connection Charge and Rental Charge if they cease a circuit within 12 months of the Operational Service Date.

Customers ceasing long-term contracts before completion will be charged the Rental difference between the committed contract term and the actual contract length Rental fee. An additional charge of 30% of the next 12 months rentals will also be charged or the rentals due to the contract end date, whichever is the lower.

## Lead times

The standard lead-time for delivery of the Service access is 40 Working Days, subject to survey and a suitable agreed roll-out plan. The installation date will be the Contractual Delivery Date (CDD) unless a later date has been specified in writing before commencement of installation.

## Upgrades

Upgrades may be requested from 1Mb/s to the 60Mb/s service, subject to the Upgrade fee. A new minimum Contract period of 12 months will apply at the new bandwidth level.

## Downgrades

Downgrade of bandwidth from 10Mb/s to 1Mb/s is not permitted during the first 12 months after installation. After the first 12 months, bandwidth downgrades are permitted subject to the Downgrade fee. A new minimum Contract period of 12 months will apply at the new bandwidth level.

## Cancellation charges

This part outlines the termination costs associated with cancelling orders for private circuits before they have been delivered.

The delivery of a circuit is timed to meet a Contractual Delivery Date (CDD). The termination charges raised reflect the amount of work undertaken and are calculated on the number of working days between the dates the customer requests cancellation and the CDD. The cancellation charge is expressed as a percentage of the appropriate circuit connection charge.

The full cost of any additional work, e.g. duct, that is separately identified on the contract and which has been specifically incurred for the order by the time of the cancellation, will be recovered in addition to the cancellation charge.

Customers should note that once delivered private circuits have a standard one year minimum term for which rental will be due. The cancellation charge scale applies to circuits normally provided within 40 working days.

| Working Days Before Contractual Delivery Date (CDD) | % of Connection Charge |
|---|------------------------|
| Circuits Normally Provided In 40 Working Days       |                        |
| 2 or less   | 90                     |
| 3 - 21  | 75                     |
| 22 - 29   | 60                     |
| 30 - 35   | 30                     |
| 36 or more  | 0                      |

The full cost of any additional work (for example, duct) that is separately identified by KCOM East Yorkshire for the Customer's order by the time of the cancellation, will be recovered in addition to the cancellation charge.

All days will be calculated as working days, i.e. ignoring weekends and public holidays.

The customer must give the cancellation notice in writing.

Should a customer request amendments to the CDD and subsequently cancel the order, the cancellation charge will be calculated on the days between the dates that the customer notified KCOM of the first amendment and the original CDD.

## Restrictions

The contracting party can only use Etherline Internet and it cannot be sublet to other organisations. All prices subject to survey for exchanges within the original KCOM licensed area.

Services are provided on a protected but non-resilient basis.

Ring protection can be provided at additional costs.

Network protection and fully resilient diverse routing is available at additional costs, subject to survey.

## Notes

Prices will be available on application for network locations outside the original KCOM licensed area.

## Definitions

Protected means that the Ethernet fibres are provided on a point to point basis within our network and are also ring protected like SDH circuits.

Resilience means the prices assume no diverse routing of fibres from the customer premises to the KCOM network, but provides a protected ring between KCOM exchanges.

Diverse Routing means a customer requesting that two fibres enter two different points within the same building. Available subject to survey at an additional costs.

Fully Diverse Routing means a customer requesting that two fibres enter two different points within the same building and that these fibres terminate within different exchanges within the KCOM network. Available subject to survey at an additional costs.

Contractual Delivery Date (CDD) means the date on which KCOM is to complete provision of the access circuit or such as maybe agreed in writing between KCOM and the Customer.

New Supply means the customer has not got an existing contract for an Etherline Internet service with KCOM East Yorkshire.