

Leased Line Reference Offer

**LEASED LINE REFERENCE OFFERING**

**from**

**eircom Limited**

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## Leased Line Reference Offer

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# Leased Line Reference Offer

## **1. Preface**

- 1.1 The Leased Line Reference Offer, which is presented in the form of a standard contract, deals with specific Leased Line Services which eircom offers to Operators authorised under the Authorisation Regulations, operating in the Irish market.
- 1.2 eircom will not be responsible for the content of data conveyed through its Leased Line Service.
- 1.3 This Leased Line Reference Offer takes effect from the date approved by the National Regulator and shall continue in effect until superseded by a revised Leased Line Reference Offer.
- 1.4 eircom reserves the right to review and to revise this Leased Line Reference Offer on a regular basis. Further, eircom shall review and revise this Reference Offer when required to do so by the National Regulator acting in exercise of the powers conferred on it by the Access Regulations.
- 1.5 Any revision of the terms of this Leased Line Reference Offer shall be subject to the approval of the National Regulator. Once approved by the National Regulator, the revised Leased Line Reference Offer shall replace or amend this Leased Line Reference Offer. Such revised or amended Leased Line Reference Offer shall be published within one (1) week of its approval by the National Regulator. The implementation of such changes shall be subject to Clause 23 of this Agreement.
- 1.6 Without prejudice to the paragraph 1.5 above, where appropriate, eircom will consult with industry prior to the submission of revisions to the National Regulator.
- 1.7 References to legislative provisions herein are to be construed as references to such provisions as the same may be amended from time to time.

Leased Line Reference Offer

**STANDARD  
LEASED LINE  
AGREEMENT  
DATED  
between**

**Operator Name**

**and**

**eircom Limited**

# Leased Line Reference Offer

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## Leased Line Reference Offer

**This Leased Line AGREEMENT (hereinafter "Agreement" or "Leased Line Agreement")**  
is made on [Date]

between

[Operator Name] having its registered office at the [Operator Address] (hereinafter referred to as "the Operator" or "Operator")

and

eircom Limited having its registered office at 1 Heuston South Quarter, St. John's Road, Dublin 8, (hereinafter referred to as "eircom")

### **1. Introduction**

#### **Whereas**

- A. The Operator is authorised under the Authorisation Regulations to provide an electronic communication network or electronic communication service in Ireland.
- B. eircom is required to comply with obligations imposed in accordance with Regulations 5.6, 5.7 and 9 – 14 of the Access Regulations.
- C. The Parties entering into this Leased Line Agreement recognise the necessity of effective provision of quality telecommunications services to their respective customers and that accordingly:
  - (a) the Parties should exchange technical information willingly in order to make the provision of Leased Line Services effective, without prejudice to commercial confidentiality;
  - (b) the Parties should at all times act so as to facilitate the speedy and effective operation of this Leased Line Agreement, to the benefit of customers and to their mutual advantage;
  - (c) in implementing services and facilities under this Leased Line Agreement, both Parties should endeavour to minimise the attendant costs, provided that this does not result in additional cost attribution to other products and services provided by either Party and is consistent with agreed quality standards.

## Leased Line Reference Offer

In consideration of the mutual covenant and obligations contained in this Agreement, the Parties HEREBY AGREE AS FOLLOWS:

### **2. Definitions and Interpretation**

- 2.1 In this Leased Line Agreement, except if the context requires otherwise, words and expressions are as defined in Annex A or the relevant Annex C Service Schedule.
- 2.2 References to Acts, Statutory Instruments and other legislation including European Community legislation are to such legislation as amended from time to time, any legislation of which it is a re-enactment and also includes any sub-ordinate legislation made from time to time under that legislation.
- 2.3 Terms defined in relevant European Union legislation concerning the provision of electronic communications networks and/or services or in consequent Irish implementing legislation (which, for the avoidance of doubt includes Decisions published by the National Regulator) shall, where used in this Agreement, have the meanings ascribed to them in such legislation.
- 2.4 The following documents form part of this Leased Line Agreement and, in the event of any inconsistencies between them, the order of precedence shall (unless expressly stated to the contrary) be as follows:
1. Main body of Leased Line Agreement including  
Annex A, Definitions  
Annex B, Billing and Payments  
Annex C, Service Schedules
  2. Product Descriptions
  3. eircom Network Price List
  4. Service Level Agreements
  5. Forms – Billing and Order forms when submitted

### **3. Commencement and Duration**

- 3.1 This Agreement takes effect on the date hereof and shall continue until:
- 3.1.1 the Operator ceases to be authorised to provide an electronic communications network or electronic communications service, pursuant to the provision of the Authorisation Regulations; or,
  - 3.1.2 termination pursuant to this Agreement.

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### **4. Leased Line Services**

- 4.1 The Service Schedules attached at Annex C provide detail on the services, which eircom will provide under this Agreement.

### **5. Charging for Leased Line Services**

- 5.1 The charging structure and charging levels applicable to each Service Schedule are as published in the eircom Network Price List on the eircom website. Any change to these prices will be subject to approval by the National Regulator and such prior notification as specified by the National Regulator.

### **6. New Services**

- 6.1 The Operator (Requesting Party) may, at any time, request from eircom (Requested Party) to avail of a service or facility which the Requested Party does not make available to any other OAO. The Requesting Party and the Requested Party shall enter into negotiations in good faith for the provision of such service.
- 6.2 The Requesting Party shall provide the Requested Party with a written statement of its requirements. The Requested Party shall acknowledge receipt of such a statement of requirements not later than five (5) Working Days after receipt.
- 6.3 Not later than one (1) month, unless otherwise agreed by the Parties, after receipt of a statement of requirements, the Requested Party shall confirm whether the statement of requirements is sufficient. If not, the Requested Party shall request any further clarification it may reasonably require.
- 6.4 Subject to the Requesting Party's statement of requirements being sufficient, the Requested Party shall confirm in writing whether it agrees to provide the service described in the statement of requirements not later than two (2) months after the receipt of the statement of requirements unless otherwise agreed by the Parties.
- 6.5 If the Requested Party agrees to provide the new service, the Requested Party shall endeavour to agree the technical and commercial aspects of the new Leased Line Service within seventy five (75) calendar days after receipt of the statement of requirements unless otherwise agreed by the Parties. The agreed technical and commercial terms will be incorporated into a revision to this Leased Line Reference Offer and submitted to the National Regulator for approval. eircom will automatically develop a Service Level Agreement for the new Leased Line Services where appropriate.
- 6.6 If the Requested Party does not agree to provide the service described in the statement of requirements on the ground that the obligations imposed on the Requested Party pursuant to Regulations 9-14 of the Access Regulations do not include an obligation to provide such a service, a Dispute may be deemed to have arisen between the Parties and the Parties may invoke the provisions of clause 11 hereof. Negotiations to agree agreeable terms may nevertheless continue pending resolution of the Dispute.
- 6.7 eircom shall offer new Leased Line Services to all operators and provide sufficient notice so that they can order and have the new service delivered by eircom from the same date. In all cases this will be no less than the provisioning time of the new service, to be approved on a service by service basis by the National Regulator.



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### **7. Billing and Payment**

- 7.1 eircom shall bill the Operator and the Operator shall remit payment to eircom in accordance with the provisions outlined in Annex B.
- 7.2 The charges in this Leased Line Agreement are exclusive of VAT. However VAT will be charged on invoices resulting from this Leased Line Agreement.
- 7.3 Invoices are due and payable in Euro. Invoices are payable within thirty (30) calendar days from the date of issue of the invoice.
- 7.4 eircom shall provide invoices of all amounts due to it, calculated in accordance with the provisions of the Services Schedules in Annex C hereof and the eircom Network Price List.

### **8. Network Safety and Protection**

- 8.1 Each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this Leased Line Agreement to ensure that its Network does not:
  - 8.1.1 endanger the safety or health of employees, contractors, agents or customers of the other Party, or
  - 8.1.2 damage, interfere with or cause any deterioration in the operation of the other Party's Network.
- 8.2 Neither Party shall connect or knowingly permit the connection to its Network of any equipment or apparatus, including, but not limited to, any terminal equipment that is not approved by the relevant approvals authority for attachment to its Network.

### **9 Provisioning, Operation and Maintenance**

- 9.1 The procedures for the provisioning of the Leased Line Services as well as for the continued operation and maintenance thereof shall be as set out in the Service Schedules and the associated Product Descriptions, Process Manuals and Service Level Agreements.

### **10 Resolution of Disputes**

- 10.1 Each Party shall use its reasonable endeavours to resolve any Disputes between them concerning the implementation, application or interpretation of this Leased Line Agreement, including those covered by Annex B, in the first instance through negotiation between the parties through the normal contacts, hereinafter referred to as Level 1.
- 10.2 In the event of the Parties failing to resolve the dispute at Level 1 Negotiation within two (2) weeks either Party shall have a right to invoke the dispute procedures specified herein on the service of notice to that effect upon the other Party. The Party serving the notice (the Disputing Party) shall include with such notice all relevant details including the nature and extent of the Dispute.
- 10.3 Upon service of such notice the Dispute shall be escalated to Level 2. The parties shall consult at Level 2 in good faith to endeavour to resolve the Dispute.

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- 10.4 If the endeavours of the parties to resolve the Dispute at Level 2 are not successful within two (2) weeks of escalation of the Dispute to Level 2, either party may upon service of notice to the other escalate the Dispute for determination by the National Regulator in accordance with Regulation 31 and/or Regulation 32 of the Framework Regulations, as appropriate, hereinafter referred to as Level 3. All relevant details with regard to the nature and extent of the Dispute shall be furnished to the National Regulator together with a record of matters which have been agreed or not agreed at Levels 1 and 2.
- 10.5 The name of each Party's liaison contact and representative at each level of consultation shall be as specified in the clause 19. No change to a liaison contact or representative shall be effective until it has been notified to the other Party.
- 10.6 The time limits specified at paragraphs 10.2 and 10.4 above may be extended by mutual agreement between the Parties.
- 10.7 The above procedures are without prejudice to any rights and remedies that may be available to the Parties in respect of any breach of any provision of this Leased Line Agreement.
- 10.8 Nothing herein contained shall prevent a Party from:
- (a) seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief; or
  - (b) automatically referring the dispute to the National Regulator in accordance with Regulation 31 and/or Regulation 32 of the Framework Regulations, as appropriate, without recourse to Level 1 or Level 2 Negotiation in accordance with any right (if any) either Party may have to request a determination or other appropriate steps for its resolution. Without prejudice to the foregoing each Party undertakes to avail of the Level 1 and Level 2 procedures set out herein, prior to referring the dispute to the National Regulator in accordance with Regulation 31 and/or Regulation 32 of the Framework Regulations, as appropriate, save in exceptional circumstances.

## 11. Breach, Suspension and Termination

- 11.1 If the Operator's Network adversely affects the normal operation of the eircom Network, or is a threat to any person's safety, eircom may suspend, to the extent necessary, such of its obligations hereunder, and for such period as it may consider reasonable to ensure the normal operation of its Network or to reduce the threat to safety.
- 11.2 If either Party is in material breach of this Leased Line Agreement (excluding failure to pay an undisputed sum due hereunder which is subject to Clauses 11.10 through 11.15), the other Party may serve a written notice (the "breach notice") on the Party in breach specifying the breach and requiring it to be remedied within:
- 12.2.1 30 calendar days from the date of receipt of such breach notice; or
  - 12.2.2 in case of emergency (excluding financial obligations) within such shorter period as the Party not in breach may reasonably specify.
- 11.3 If the Party in breach fails to remedy the breach within the period stated in the breach notice, the other Party may terminate this Leased Line Agreement on two weeks' written notice provided always that if the Party in breach remedies the breach within such two weeks' notice period, this Leased Line Agreement shall not terminate as a result of such notice.

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- 11.4 This Leased Line Agreement may be terminated by either Party by written notice forthwith (or on the termination of such other period as such notice may specify) if the other Party:
- 11.4.1 is unable to pay its debts within the meaning of the Companies Acts 1963 - 2001; or
  - 11.4.2 has a Receiver or Examiner appointed or has been subject to an application for the appointment of a Receiver or an Examiner in relation to all or any of its assets or an encumbrancer has taken possession of all or a material part of its assets; or
  - 11.4.3 has an order made or a resolution passed for its winding up (other than for the purpose of amalgamation or reconstruction); or
  - 11.4.4 enters into a voluntary arrangement with creditors under the Companies Acts 1963 - 2001; or
  - 11.4.5 ceases to carry on business.
- 11.5 In the event the Parties fail to reach agreement on a matter arising pursuant to Clause 15.1.2 where the material change removes a regulatory obligation(s) from eircom in accordance with the terms of Clause 15, eircom shall be entitled to issue a termination notice to take effect in thirty (30) days in respect of that portion of the Agreement (or Leased Line Service(s)) which relates to the removal of the regulatory obligation. Any termination notice pursuant to this Clause shall not be issued earlier than three (3) months, or such other period as may be agreed between the Parties acting reasonably, from the service of the review notice pursuant to Clause 15.1.2.
- 11.6 The Operator may terminate this agreement at any time by giving eircom not less than twelve (12) months written notice.
- 11.7 Without prejudice to eircom's rights upon termination of this Leased Line Agreement, eircom shall refund to the Operator a fair and equitable proportion of those periodic sums (if any) paid under this Leased Line Agreement for any period extending beyond the date of such termination.
- 11.8 Termination of this Leased Line Agreement shall not be deemed a waiver of a breach of any term or condition of this Leased Line Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination.
- 11.9 Notwithstanding the termination or expiry of this Leased Line Agreement clauses 11.7, 13, 14 and 17 inclusive shall continue in full force and effect for a period of six (6) years from the date of termination unless otherwise agreed by the Parties.
- 11.10 eircom's right to terminate or suspend performance of this Leased Line Agreement pursuant to this clause 11 is without prejudice to any other rights or remedies available to either Party. In particular nothing contained herein shall prevent a Party who has been served with a breach notice pursuant to clause 11.2 hereof (and who is of the reasonable opinion that no such material breach has occurred) referring the matter to the National Regulator for determination. The Parties shall use their best endeavours to ensure that the National Regulator shall determine the issue as expeditiously as possible after hearing submissions and representations from both Parties. The remedies available to the Party alleging a breach under this clause 11 by the other Party shall not be exercised by it pending adjudication on the matter by the National Regulator.

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- 11.11 In the event that the Operator fails to remit payment for services under this Agreement in accordance with the provisions of Annex B, Billing and Payment, such failure shall constitute a material breach ("Payment Breach") and eircom shall be entitled to issue a breach notice requiring this breach to be remedied within ten (10) calendar days or such longer time as eircom may deem reasonable under the circumstances save for circumstances governed by sub-clause 11.16.
- 11.12 If the Operator remedies the breach within the period set out in Clause 11.15 eircom shall not terminate the Agreement provided that Clause 11.16 does not apply.
- 11.13 In the event the Operator fails to remedy the Payment Breach within the time provided in the breach notice, eircom may initiate credit vetting as defined in clause 12 of this Agreement. The purpose of this vetting is to establish whether the non-payment is likely to cause a specific financial risk to eircom, due to the financial circumstances of the Operator.
- 11.14 If justified by credit vetting, eircom may request a financial security guarantee following the principles outlined in clause 12.
- 11.15 Failure (within the time specified in Clause 12) or refusal (at any time) by the Operator to provide a financial guarantee shall give eircom the right to terminate the agreement with ten (10) calendar days notice.
- 11.16 If, following the service of three previous breach notices, a Party is in Payment Breach on a fourth occasion during a twenty-four month period, this Agreement may be terminated by eircom by the service of a written notice of termination on the Operator. Termination shall take effect thirty (30) calendar days from the date of issue of the notice. Termination may be effected regardless of whether or not the Payment Breach is remedied during this period. The payment obligations survive termination.

## **12. Credit Assessment and Credit Risk Management**

- 12.1 eircom may carry out credit vetting of a prospective Operator prior to establishing a Leased Line Agreement. The method to be used by eircom will be communicated to the Operator and will be applied consistently to all Operators.
- 12.2 Should the result of the credit vetting of a prospective Operator confirm that the provision of Leased Line Services poses a financial risk which is greater than can be controlled by a credit limit (which eircom shall justify), eircom has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved. The level of security shall take account of factors such as the estimated value of services to be provided, and the projected liability. The financial security may be provided by a means such as bank deposit or guarantee, and eircom shall not unreasonably refuse to accept any other form of financial guarantee proposed by the Operator. The financial security will be subject to quarterly review during the first year of operation.
- 12.3 eircom may carry out credit vetting of an existing Operator where eircom has reasonable concern about the ability of the Operator to cover debts including without limitation where eircom has evidence of a poor payment history or the Operator's credit rating has been downgraded or threatened to be downgraded. The method to be used will be communicated to the Operator and will be standard to all Operators.
- 12.4 Should the result of credit vetting of an existing Operator confirm the existence of a financial risk, eircom has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved and shall take due account of historic levels of payments, liability, payment frequency and credit terms.

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The financial security may be provided by a means such as bank deposit or guarantee, and eircom shall not unreasonably refuse to accept any other form of financial guarantee proposed by the Operator. The financial security will be subject to quarterly review and will be removed or reduced where the security or its level is no longer justified. eircom reserves the right to treat failure to provide an agreed security within thirty (30) days (or such longer period as eircom may reasonably allow) of the date of eircom's request as a breach of this Agreement.

- 12.5 For avoidance of doubt, any disputes relating to credit vetting and credit management shall be subject to the conditions set out in Clause 12 of this Agreement.

### **13. Confidentiality**

- 13.1 The Parties agree to treat as confidential all information defined as such in the Non-Disclosure Agreement..
- 13.2 The contents of this Leased Line Agreement, either in one or more parts or in its entirety, may not be divulged to any Third Party, with the exception of the National Regulator, without the written consent of both Parties.

### **14. Intellectual property rights**

- 14.1 Except as expressly otherwise provided in this Leased Line Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Leased Line Agreement shall be deemed to confer any assignment or right or title whatsoever or licence of the Intellectual Property Rights of one Party to the other Party, and nothing in this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, licence, assign or transfer its own Intellectual Property.

### **15 Review**

- 15.1 A Party may seek to amend this Leased Line Agreement by serving on the other a review notice if:
- 15.1.1 either Party's authorisation is materially modified (whether by amendment or replacement); or
  - 15.1.2 a material change occurs in the law or regulations (including codes of practice whether or not having the force of law) governing electronic communications in Ireland or the EU; or
  - 15.1.3 a material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Leased Line Agreement; or
  - 15.1.4 this Leased Line Agreement is assigned or transferred by the other Party except if prior written consent to the assignment or transfer is not required under Clause 18 hereof.
  - 15.1.5 a Party initiates a general review of the Leased Line Agreement during the three (3) month period commencing on the 1<sup>st</sup> October in any year.
- 15.2 A review notice shall set out in reasonable detail the issues to be discussed between the Parties.

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- 15.3 On service of a review notice, the Parties shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to this Leased Line Agreement.
- 15.4 For the avoidance of doubt, the Parties agree that notwithstanding service of a review notice this Leased Line Agreement shall remain in full force and effect.
- 15.5 Save for a review notice served pursuant to Clause 15.1.2 where the material change removes a regulatory obligation from eircom, if the Parties fail to reach agreement on the subject matter of a review notice within 3 calendar months (the relevant period) in each case from the date of service of such review notice, either Party may, not later than one calendar month after the expiration of the relevant period, request in writing the National Regulator to determine:
- 15.5.1 the matters upon which the Parties have failed to agree;
- 15.5.2 whether this Leased Line Agreement should be modified to take account of such matters; and, if so
- 15.5.3 the amendment or amendments to be made.
- 15.6 The Parties shall enter into an agreement to modify or replace this Leased Line Agreement in accordance with what is agreed between the Parties to conform with the National Regulator's determination.
- 15.7 Any failure to reach agreement on the subject matter of a review notice pursuant to Clause 15.1.2 where the material change removes a regulatory obligation from eircom shall be subject to Clause 11.5 of this Agreement.
- 15.8 The Parties may, at any time, agree in writing a variation to the time periods specified above in relation to a particular review notice.

## 16 Force Majeure

- 16.1 Neither Party shall be liable to the other Party for any delay in or failure to perform its obligation under this Leased Line Agreement caused by a Force Majeure Event. For such purposes a "Force Majeure Event" means any event beyond the reasonable control of a Party, including act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory, regulatory or legal obligation industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omission of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control.
- 16.2 The Party initially affected by a Force Majeure Event shall promptly notify the other of the circumstances in question and their effect on the performance of obligations under this Leased Line Agreement, and the estimated extent and duration of its inability to perform or delay in performing its obligations ("Force Majeure Event notification").
- 16.3 Upon cessation of the service effects of the Force Majeure Event the Party initially affected by a Force Majeure Event shall promptly notify the other of such cessation.
- 16.4 If as a result of a Force Majeure Event, the performance by the Party, initially affected, of its obligations under this Leased Line Agreement is affected, such Party shall, subject to the provisions of clause 16.6, perform those of its obligations not

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affected by a Force Majeure Event. In performing those of its obligations not affected by a Force Majeure Event, the Party initially affected by a Force Majeure Event shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Party.

- 16.5 Each Party shall use its reasonable endeavours: (i) to avoid or remove the circumstances constituting Force Majeure, and (ii) to mitigate the effect of the Force Majeure as and when it exists.
- 16.6 To the extent that a Party is prevented as a result of a Force Majeure Event from providing all of the services or facilities to be provided under this Leased Line Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.
- 16.7 Following a Force Majeure Event notification and if the effects of such Force Majeure Event continue for:
- 16.7.1 a continuous period of not more than 6 months from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to clause 16.3) any obligation outstanding shall be fulfilled by the Party initially affected by the Force Majeure Event as soon as reasonably possible after the effects of the Force Majeure Event have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;
- 16.7.2 a continuous period of 6 months or more from the date of the Force Majeure Event notification (and notice of cessation has not been given pursuant to clause 16.3), the Party receiving the Force Majeure Event notification shall be entitled (but not obliged) to terminate this Leased Line Agreement by giving not less than thirty (30) Working Days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the force majeure notification prior to the expiry of the thirty (30) Working Days notice. If this Leased Line Agreement is not terminated in accordance with the provisions of this clause 16.6.2, any obligations outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

## 17. Limitation of Liability

- 17.1 Neither Party has an obligation of any kind to the other Party beyond an obligation to exercise the reasonable skill and care of a competent electronic communications operator in performing its obligations under this Leased Line Agreement.
- 17.2 Subject to clause 16.4, if a Party is in breach of any of its obligations under this Leased Line Agreement to the other Party (excluding obligations arising under this Leased Line Agreement to pay moneys in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to one and a quarter million EURO (€1,250,000) for any one event or series of connected events and two and a half million EURO (€2,500,000) for all events (connected or unconnected) in any period of 12 calendar months.
- 17.3 Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits,

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business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Leased Line Agreement, howsoever caused.

- 17.4 Each provision of clause 17 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

### **18. Assignment of Rights and Obligations**

- 18.1 Unless otherwise agreed in writing, and subject to clause 18.2, no rights, benefits or obligations under this Leased Line Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

- 18.2 No consent is required under clause 18.1 for an assignment of rights, benefits or obligations under this Leased Line Agreement (in whole or in part) to a successor to all or substantially all of the assigning Party's Network to an Associated Company provided that such successor or Associated Company is authorised under the Authorisation Regulations, to operate the Network of the assigning Party.

- 18.3 The assigning Party shall promptly give notice to the other Party of any assignment permitted to be made without the other Party's consent. No assignment shall be valid unless the assignee/successor agrees in writing to be bound by the provisions of this Leased Line Agreement.

### **19. Notices**

- 19.1 A notice shall be duly served if:

- 19.1.1 delivered by hand, at the time of actual delivery;
- 19.1.2 sent by facsimile, upon its receipt being confirmed;
- 19.1.3 sent by recorded delivery post, 4 calendar days after the day of posting.

- 19.2 Except if otherwise specifically provided all notices and other communications relating to this Leased Line Agreement (Level 1) shall be in writing and shall be sent as follows:

If to the Operator:

Contact,  
Address,  
Address,  
Address,

Telephone 01 xxxxxxxx

Facsimile 01 yyyyyyyy

If to eircom:

Wholesale Contracts Manager  
eircom  
1 Heuston South Quarter  
St. John's Road  
Dublin 8



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Telephone: 01 600 4609  
Facsimile: 01 428 6240

or to such other addresses as the Parties may notify from time to time pursuant to this clause 19.

- 19.3 The level 2 escalation points within the Parties in relation to resolution of Disputes shall be as follows;

If to the Operator:

Contact  
Address,  
Address,  
Address,  
Address,

Telephone 01 xxxxxxx  
Facsimile 01 yyyyyyy

If to eircom:

Director Wholesale Regulated Product Management  
eircom  
1 Heuston South Quarter  
St. John's Road  
Dublin 8

Telephone: 01 671 4444  
Facsimile: 01 428 6240

## 20. Entire Agreement

- 20.1 This Leased Line Agreement represents the entire understanding of an agreement between the Parties in relation to the subject matter of this Leased Line Agreement, and, unless otherwise agreed in writing, supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written.

## 21. Waiver

- 21.1 The waiver of any breach of, or failure to enforce, any term or condition of this Leased Line Agreement shall not be construed as a waiver of any other term or condition of this Leased Line Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

## 22. Severability

- 22.1 The invalidity, unenforceability of any provision of this Leased Line Agreement shall not affect the validity or enforceability of the remaining provisions of this Leased Line Agreement.

## Leased Line Reference Offer

### **23. Amendments**

- 23.1 Any amendments, including price changes, to the eircom Leased Line Reference Offer specified by directions, decisions, determinations, specific obligations, obligations, measures and requirements of the National Regulator or other competent regulatory or statutory body shall be deemed to be automatically incorporated into this Leased Line Agreement with immediate effect or such alternative date as specified by the National Regulator or such other body.
- 23.2 Notwithstanding Clause 23.1, the automatic incorporation of changes in the Leased Line Agreement shall apply only to the Party subject to the obligations and to extent that the mandating body has jurisdiction to impose such obligations.
- 23.3 All other changes to this Leased Line Agreement shall be in writing and agreed between the parties to become effective and binding upon the Parties.
- 23.4 Any amendments to the eircom Leased Line Reference Offer for the inclusion of new Leased Line Service pursuant to directions issued by the National Regulator, shall, in order to be valid for this Leased Line Agreement, be in writing, dated and signed by both Parties. Such amendments and supplements shall not affect the validity or enforceability of any of the remaining provisions of the Leased Line Agreement.

### **24. Relationship of Parties**

- 24.1 The relationship between the Parties is that of independent contractors. Nothing in this Leased Line Agreement shall be construed to make either Party hereto an agent, joint venture or partner of or with the other. Neither Party is granted any right of authority or agency, expressly or implicitly, on behalf of, or in the name, of the other nor any right to legally bind the other in any manner whatsoever. Neither Party shall become liable through any representation, act or omission of the other which is contrary to or unauthorised by the provisions of this Leased Line Agreement.

### **25. Governing Law**

- 27.1 The interpretation, validity and performance of this Leased Line Agreement shall be governed in all respects by the laws of Ireland and the Parties submit to the exclusive jurisdiction of the Irish Courts.

## Leased Line Reference Offer

**IN WITNESS** WHEREOF THIS AGREEMENT WAS ENTERED INTO THE DAY AND YEAR FIRST ABOVE WRITTEN.

**SIGNED** for and on behalf of  
**the Operator:**

\_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
[NAME (BLOCK CAPITALS)]

\_\_\_\_\_  
[POSITION]

\_\_\_\_\_  
[DATE]

**SIGNED** for and on behalf of  
**eircom:**

\_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
[NAME (BLOCK CAPITALS)]

\_\_\_\_\_  
[POSITION]

\_\_\_\_\_  
[DATE]

# Leased Line Reference Offer

## ANNEX A

### DEFINITIONS

In this Leased Line Agreement, words and expressions have the following meanings:

|  |   |
|--|---|
| <b>"Access Regulations"</b>            | European Communities (Electronic Communications Networks and Services) (Access) Regulations 2003 (SI 305 of 2003).  |
| <b>"Accessible"</b>                    | Locations and addresses at which eircom currently have the capability to provide standard national leased line services.  |
| <b>"Actual Date of Delivery"</b>       | The date on which Leased Lines, Transport Links, End User Links, Ethernet Aggregation Links and Ethernet Access Circuits actually come into service.  |
| <b>"Aggregation Link"</b>              | means the physical link between an Aggregation Node and an Operator's Point of Presence.  |
| <b>"Aggregation Node(s)"</b>           | means a location(s) identified in the Product Descriptions.   |
| <b>"Associated Company"</b>            | Is a Subsidiary and Holding Company of such Party, the terms Subsidiary and Holding Company having the meanings ascribed thereto in section 155 of the Companies Act 1963 – 2001 or any subsidiary of any such Holding Company. |
| <b>"Authorisation Regulations"</b>     | European Communities (Electronic Communications Networks and Services) (Authorisation) Regulations 2003 (SI 306 of 2003).   |
| <b>"Billing Information"</b>           | That information which must be provided by the Billing Party in support of invoices issued under this Leased Line Agreement as agreed by the Parties to enable the billed Party to validate an invoice.                         |
| <b>"Billing Party"</b>                 | The Party who is issuing any particular invoice.  |
| <b>"Billing Period"</b>                | The agreed intervals at which billing takes place under this Leased Line Agreement.   |
| <b>"Commencement Date of Charging"</b> | The date on which charging for a Leased Lines, Transport Link, End User Links, Ethernet Aggregation Links, and/or Ethernet Access Circuits commences.   |
| <b>"Default Interest Rate"</b>         | Euribor + four (4%) (3 month rate) applied to amount in default.  |

## Leased Line Reference Offer

|   |   |
|---|---|
| <b>“Disclosing Party”</b>                       | A Party disclosing information covered by this Leased Line Agreement.   |
| <b>“Dispute”</b>                                | Any disagreement between the Parties in respect of the interpretation or resolution of any provision of this Leased Line Agreement (excluding breaches of this Leased Line Agreement).  |
| <b>“Due Date”</b>                               | A date which is thirty (30) calendar days after the date of an invoice.   |
| <b>“End User”</b>                               | means the Operator or the customer of the Operator on whose behalf the Leased Line or End User Link is ordered.   |
| <b>“eircom Network”</b>                         | The total infrastructure operated by eircom to provide electronic communications services.  |
| <b>“eircom Network Price List”</b>              | Sets out the Prices applicable to the network services provided by eircom, more particularly, Leased Lines, Transport Links, End User Links, Ethernet Aggregation Links and Ethernet Access Circuits.   |
| <b>“Equipment”</b>                              | means equipment belonging to or in the possession of the Operator and for which the Operator is wholly responsible.   |
| <b>“Ethernet Access Circuit”</b>                | means both the physical link between an End User premises and the eircom NTU at the Operator POP.   |
| <b>“Framework Regulations”</b>                  | European Communities (Electronic Communications Networks and Services (Framework) Regulations 2003 (S.I. 307 of 2003).  |
| <b>“Intellectual Property”</b>                  | Any patent, copyright, design, trade name, trademark, service mark or other intellectual property right (whether registered or not) including without limitation ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual property. |
| <b>“Leased Line Agreement”</b>                  | The agreement between eircom and the Operator for the purposes of provision of Leased Line Services which shall include all the documents listed in Clause 2.4 and the associated forms on the eircom wholesale website.  |
| <b>“Licence Agreement”<br/>and/or “Licence”</b> | means the document containing terms and conditions through which the Access Seeker  |

## Leased Line Reference Offer

avails of either Physical Colocation, Unbundled Local Metallic Path Service and Line Sharing which shall be signed by the Parties in respect of each Site for which the Access Seeker accepts a Site Offer.

|  |  |
|--|--|
| <b>“Wholesale Leased Line Services”</b>  | refers to the services available under this Leased Line Agreement, such as by way of example, Wholesale Leased Lines and Partial Private Circuits and Ethernet Access services.  |
| <b>“Main Body”</b>                       | Clauses 1 through 25 of this Leased Line Agreement.  |
| <b>“National Regulator”</b>              | The Commission for Communications Regulation or any person or body designated as the National Regulatory Authority pursuant to EC Council Directive 2002/21/EC.  |
| <b>“Network”</b>                         | The eircom Network or the Operator Network as the case may be.   |
| <b>“Non-Disclosure Agreement”</b>        | means the Non-Disclosure Agreement signed between the Parties on (date to be inserted) which is incorporated into this Agreement.  |
| <b>“Operator”</b>                        | The undertaking entering into this Leased Line Agreement with eircom.  |
| <b>“Other Authorised Operator” (OAO)</b> | An undertaking other than eircom which is authorised to provide electronic communications networks and/or services in Ireland.   |
| <b>“Party”:</b>                          | A party to this Leased Line Agreement.   |
| <b>“Partial Private Circuits”:</b>       | The product offering directed in Decision Notice D17/02 as set out in the Partial Private Circuit Product Description comprising Transport Links and End User Links  |
| <b>“Premises”</b>                        | The premises at which the Leased Line Service or End User Link is to be provided.  |
| <b>“Publication Requirements”</b>        | means those requirements for publication as set out in the Market Analysis – Leased Line Market Review, Response to Consultation on draft Decision Notice and Decision Instrument, Decision No. D06/08, Document No. 08/103,, 22 <sup>nd</sup> December 2008 and any subsequent decision or direction of the National Regulator. |

## Leased Line Reference Offer

|  |   |
|--|---|
| <b>“Receiving Party”</b>               | A Party who received any information from the other Party in relation to the Leased Line Services   |
| <b>“Requested Party”</b>               | The Party who has been requested by the other Party to carry out some activity in relation to the Leased Line Services.   |
| <b>“Requesting Party”</b>              | The Party who is requesting the other Party to carry out some activity in relation to the Leased Line Services or Partial Private Circuits.   |
| <b>“Service Schedules”</b>             | The schedules attached at Annex C which describe the Leased Line Services and the basis on which they are provided.   |
| <b>“Specified Regulated Products “</b> | means the products which eircom is obliged under its Regulatory Requirements to provide to the Operator which are set in its reference offers and which specify that they may be used with a Footprint in the respective service schedule, the current versions of which are published on the eircom wholesale website, <a href="http://www.eircomwholesale.ie">www.eircomwholesale.ie</a> . In order to avail of Specified Regulated Products, the Operator’s Agreement must include a service schedule for the service. |
| <b>“Third Party”</b>                   | Any entity or individual other than the Parties to this Leased Line Agreement.  |
| <b>“Working Day”</b>                   | The time between 09:00 - 17.00 on any day other than Saturdays, Sundays or Public Holidays as defined in the Second Schedule to the Organisation of Working Time Act, 1997.   |

# Leased Line Reference Offer

## ANNEX B

### BILLING AND PAYMENT

#### INDEX

|   |  |
|---|--|
| 1 | Definitions  |
| 2 | Leased Lines, Transport Links and End User Links Billing |
| 3 | Invoices   |
| 4 | Payment  |
| 5 | Disputes   |

This Annex B is effective from the date of signature of this Leased Line Agreement and shall remain in effect until amended following agreement of the Parties to such amendment.

#### 1. Definitions

1.1 In this Annex, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Annex. Words and expressions have the meaning given in Annex A.

#### 2. Leased Line Services Billing

2.1 Leased Line Services billing shall be carried out in accordance with the charging structure as outlined in the eircom Network Price List and shall conform to the terms and conditions provided in Clause 5 hereof.

2.2 The commencement of charging for Leased Line Services will be in accordance with the relevant Service Schedules to this Leased Line Agreement. The Billing Period for Leased Line Services shall be monthly commencing on the first (1<sup>st</sup>) day of each month.

2.3 Leased Line Services billing shall involve an initial invoice for installation costs and rental costs from the Commencement Date of Charging to the start of the next Billing Period. Thereafter invoicing will be monthly in advance.

2.4 The Billing Information for Leased Line Services shall be based on the information provided for in Table 1 below.

**Table 1**

| CIRCUIT NUMBER | A-END ADDRESS | B-END ADDRESS | CIRCUIT TYPE | CONNECTION FEE | RENTAL |
|----------------|---------------|---------------|--------------|----------------|--------|
|                |               |               |              |                |        |
|                |               |               |              |                |        |

#### 3. Invoices

3.1 All charges payable under this Leased Line Agreement shall be calculated in accordance with this Leased Line Agreement and at the rates specified from time to time in the appropriate price list. Invoices raised under this Leased Line Agreement shall be paid in accordance with Clause 7 of the Main Body of this Leased Line Agreement.



## Leased Line Reference Offer

- 3.2 For the avoidance of doubt, an invoice shall be dated as of the date of despatch of that invoice.
- 3.3 It may be necessary from time to time to issue an additional Invoice or credit note (in accordance with the terms of this agreement) in order to recover charges arising from the under or over-billing of services or as a result of agreement between the Parties. The issuing Party shall also provide a reasonable level of detail to support the additional invoice or credit note. Such invoices or credit notes may be subject to Clause 5 of this Annex B in the event of a dispute.
- 3.4 In the event of undetected errors in the Billing Information which result in either under or over invoicing and payment, either Party may request a review of the Billing Information for any Billing Period within twenty four (24) months of the date of the end of that Billing Period. When either Party becomes aware of an error in the process, they must undertake all reasonable endeavours to make the necessary correction and where possible an estimate of the financial impact of these undetected errors should be provided.

### **4. Payment**

- 4.1 Subject as stated below, all charges due by one Party to the other under this Leased Line Agreement shall be payable by the Due Date.
- 4.2 If, pursuant to paragraph 5.1 of this Annex B, either Party shall have notified the other of a dispute relating to such invoice and such dispute shall not have been resolved before the Due Date, the disputing Party shall:
- 4.2.1 pay the total amount of the invoice if the amount is Dispute is less than 3 percent of the total amount (excluding VAT) of the relevant invoice and less than 6,250 EURO the total amount invoiced; or
  - 4.2.2 be entitled to withhold the disputed amount if it represents 3 percent or more of the total amount (excluding VAT) of the relevant invoice or greater than 6,250 EURO until the dispute is resolved and the balance

Payments above shall be due and payable on the Due Date. The amounts quoted in clauses 4.2.1 and 4.2.2 shall be cumulative over any 12-month period in relation to any particular area of dispute.

- 4.3 Notwithstanding notification of a dispute pursuant to clause 5.1 or 5.5 of this Annex B, if a Party fails to pay on the Due Date any amount due under this Leased Line Agreement or shall overpay any amount, the payee or, as the case may be (subject to clause 4.5) the over-payer, shall pay or be paid interest at the Default Interest Rate as at the Due Date or date of the overpayment in respect of any such amount outstanding.
- 4.4 Interest at the Default Interest Rate shall be payable (for late payment) from and including the day after the Due Date or (in the case of a refund) the later of the date of payment of the original amount to be refunded and the Due Date, in each case ending on the date of payment or, as the case may be, refund in full. Such interest at the Default Interest Rate shall accrue day by day and shall not be compounded.
- 4.5 If such overpayment results from information provided by the overpayer (which is not attributable to information provided by the payee Party), the payee Party shall be under no obligation to pay any interest at the Default Interest Rate on the amount overpaid.

## Leased Line Reference Offer

- 4.6 VAT shall be added to all or any part of the charges under this Leased Line Agreement and shall be paid by the Party responsible for making such payment.

### **5. Billing Disputes**

- 5.1 A Billing Dispute can only be raised where a financial value can be identified as a dispute and where the Billed Operator maintains, through reasonable comparison methods that their equivalent financial values are different to those contained on the invoice ("Billing Dispute"). Financial values can differ, for example, where, products included and/or rates charged, do not correspond. Any Billing Dispute raised that is not in accordance with the procedures of this Clause set out below will not be accepted by the Billing Operator and will not be governed by this Annex. Each Party shall use its reasonable endeavours to resolve Billing Disputes with the other.
- 5.2 A Billing Dispute under this Agreement shall be subject to the Dispute Resolution provisions of Clause 10 of the Main Body.
- 5.3 Subject to the above, all disputed amounts shall be payable on resolution of the relevant Billing Dispute within ten (10) Working Days (together with applicable interest at the Default Interest Rate on any amount withheld by the Disputing Party in the event that the Billing Party is found not to be in fault). The amount owed and the interest owed on that amount will be billed on separate invoices.
- 5.4 Though it is the good faith intention of the Parties to use the Billing Dispute resolution procedures to the fullest extent to try to resolve Billing Dispute, nothing in this Annex shall prevent either Party seeking, obtaining or implementing interlocutory or other immediate relief in respect of any Billing Dispute or referring, in accordance with Regulations 31 and/or 32 of the Framework Regulations, as appropriate, any matter relating to this Annex or any Billing Dispute arising in relation to this Annex, to the National Regulator requesting it to make a determination or take other appropriate steps for its resolution.
- 5.5 A formal acceptance of Billing Dispute closure is necessary for the specific Billing Dispute, notwithstanding either Party's right to dispute other parts of the same invoice.

# Leased Line Reference Offer

## ANNEX C

### INDEX OF Leased Line Services

| <b>SERVICE<br/>SCHEDULE<br/>NUMBER</b> | <b>SERVICE<br/>TITLE</b>                |
|--|---|
| <b>001</b>                             | Partial Private Circuit Transport Links |
| <b>003</b>                             | End User Links                          |
| <b>004</b>                             | Partial Private Circuit Migrations      |
| <b>006</b>                             | Wholesale Leased Lines                  |
| <b>007</b>                             | Ethernet Aggregation Links              |
| <b>008</b>                             | Ethernet Access Circuits                |
| <b>009</b>                             | Regional Ethernet Aggregation Links     |
| <b>010</b>                             | Regional Ethernet Access Circuits       |
| <b>011</b>                             | Dublin Ethernet Aggregation Links       |
| <b>012</b>                             | Dublin Ethernet Access Circuits         |
| <b>013</b>                             | Wholesale Ethernet Interconnect Links   |
| <b>014</b>                             | Wholesale Symmetrical Ethernet Access   |
| <b>015</b>                             | Wholesale LLU Backhaul Service          |
| <b>016</b>                             | Wholesale Uncontended Product           |

**Annex C**  
**SERVICE SCHEDULE 001**

**Partial Private Circuit Transport Links**

This Service Schedule is effective from the date of signature of this Leased Line Agreement and/or any Amendment thereto and shall remain in effect until amended following agreement of the Parties or following determination by the National Regulator.

**1. Definitions**

- 1.1 In this Schedule, a reference to a paragraph or Appendix, unless stated otherwise, is to a paragraph or Appendix A of this Schedule. Words and expressions have the meaning given in Annex A.

**Transport Link(s)** means the link between the eircom Network and the Operator Network, as described in the PPC Product Description.

- 1.2 The document(s) referenced in this Service Schedule that is contractually binding:

Partial Private Circuit Product Description (“PPC Product Description”)

The controlling document is the latest version of the above titled document published on eircom’s website in accordance with the Publication Requirements.

- 1.3 The following document(s) referenced in the Service Schedules that set the procedures and standards for operation, but are non-contractual:

a. Partial Private Circuit InterOperator Process Manuals (“PPC IPM”),

All references are to the latest version published on eircom’s website as agreed with the National Regulator with industry input in respect of developments and /or changes.

- 1.4 The remainder of this Service Schedule is separated in three distinct sections:

Section A – STMx Customer Sited Handover Transport Links (“STMx CSH Links”).  
Section B – In Span Handover Transport Links (“ISH Links”)  
Section C – 2mb Transport Links.

Each section deals with a particular type of Transport link and provides the terms and conditions associated with that particular type of Transport Link.

- 1.5 All orders for new or additional PPC components will be placed on the PPC order forms as published on the eircom wholesale website.

## Section A

### **STMx Customer Sited Handover Transport Links hereinafter termed STM x CSH Links**

#### **2. Description of Service**

- 2.1 Subject to the provisions of this Schedule, eircom shall provide STMx CSH Link service as specified from time to time in the PPC Product Description and the eircom "Network Price List".
- 2.2 eircom shall provide and maintain the STMx transmission facility path between the Operator nominated Point of Handover and the eircom Node.
- 2.3 At locations Accessible to the eircom Network, the charges as outlined in the eircom "Network Price List" shall apply. At other locations not Accessible to the eircom Network, individual price proposals will be prepared by eircom within 1 month, where possible. This price proposal will be based on the projected costs involved in serving the specific location. If this target cannot be met, eircom will advise the Operator within the 1 month period of the detailed reasons why the price proposals cannot be provided within that time-frame but, in any case, eircom shall provide the price proposals within 2 months of the request.
- 2.4 The Point of Handover shall be in the Operator premises.
- 2.5 The Point of Handover shall be established by eircom installing its cable and terminating equipment at the Operator premises at a physical location agreed between the Parties.
- 2.6 Ordering, forecasting, provisioning and test procedures are specified in the PPC IPM. The procedures for cancellation, cessation and/or termination of STMx CSH Links are as set out in the PPC IPM. Operator requests for cancellation, cessation and/or termination of STMx CSH Transport Links may impact and disrupt eircom's ability to provide services for dependent End User Links. eircom shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 2.7 The Operator may request that an individual 2MB path within the STMx CSH Link be designated as a Channelised E1 Link. This request shall be made and delivered in accordance with the PPC IPM.
- 2.8 End User Links using a STMx CSH Link shall be subject to Service Schedule 003 of the Interconnect and/or Leased Line Agreement.

#### **3. STMx CSH Link Charging**

- 3.1 The charges and/or charging principles for STMx CSH Links are as set out in the eircom Network Price List.
- 3.2 eircom shall be entitled to invoice an Operator for the STMx CSH Link from the Commencement Date of Charging. Commencement Date of Charging for STMx CSH Links is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the eircom Network Price List.
- 3.3 In the event the Operator cancels an order for a STMx CSH Link following order

## Leased Line Reference Offer

validation and prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List.

- 3.4 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.
- 3.5 Charging for Channelised E1 Link shall be effective from order completion in accordance with eircom Network Price List.

### **4. Time Frames for Delivery**

- 4.1 Provision of these services shall be in accordance with the PPC End User and 2Mb Transport Link and the STM-X Service Level Agreements published on eircom's website. The controlling documents are the latest version of the above titled documents published on eircom's website as agreed with the National Regulator following negotiations with industry if appropriate.

### **5. Term**

- 5.1 The minimum period of service for any STMx CSH Link shall be 12 months commencing on the Commencement of Charging Date.
- 5.2 Each additional STMx CSH Link shall be subject to its own minimum period of service of 12 months commencing on the Commencement of Charging Date.
- 5.3 In the event that the termination of a STMx CSH Link is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 5.1 above, then the charges for the STMx CSH Link shall be as specified in 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

## Leased Line Reference Offer

### **Section B In Span Handover Transport Links Hereinafter termed ISH Links**

#### **6. Description of Service**

- 6.1 Subject to the provisions of this Schedule, eircom shall provide ISH Link service as specified from time to time in the PPC Product Description and the eircom Network Price List. (Appendix 1 to this Service Schedule provides an overview of ISH Links for illustrative purposes only).
- 6.2 The Operator shall construct and maintain the transmission medium from their network to a point close to the eircom Node. eircom will connect with similar medium to this location in order to complete an end to end connection between the two Networks.
- 6.3 eircom shall provide the connection to each Point of Handover that is provided by the Operator located between the eircom nominated serving exchange and the Operator's premises as set out in the PPC Product Description.
- 6.4 The Point of Handover is as set out in the PPC Product Description. The Operator undertakes and agrees to comply with equipment, network and distance specifications and/or limitations set out in the PPC Product Description.
- 6.5 The Parties agree that network ownership and obligations shall be as set out in the PPC Product Description
- 6.6 Forecasting, ordering, provisioning, operation and maintenance procedures for ISH Links shall be as set out in the PPC Product Description, and the PPC IPM. The Parties undertake and agree to discharge their respective obligations as set out in the relevant documents. The procedures for cancellation, cessation and/or termination of ISH Links need to be developed to be set out in the PPC IPM. Operator requests for cancellation, cessation and/or termination of ISH Transport Links may impact and disrupt eircom's ability to provide services for dependent End User Links. eircom shall not be liable for any provision of service or quality of service impacts that may result.
- 6.7 End User Links using the ISH Link shall be subject to Service Schedule 003 of the Interconnect and/or Leased Line Agreement.
- 6.8 The Operator may request that an individual 2MB path within the ISH Link be designated as a Channelised E1 Link. This request shall be made and delivered in accordance with the InterOperator Process Manual.

#### **7. Time Frame for Delivery**

- 7.1 Provision of this service shall be in accordance with the PPC End user and 2Mb Transport Link and the STM-X Service Level Agreements published on eircom's website. The controlling documents are the latest version of the above titled documents published on eircom's website as agreed with the National Regulator following negotiations with industry if appropriate.

## Leased Line Reference Offer

### **8. Charging**

- 8.1 eircom shall be entitled to invoice Operator for and Operator shall be liable for payment for the ISH Link from the Commencement Date of Charging. The Commencement Date for Charging shall be no later than two weeks from the Ready for Test. Rental charges shall be payable monthly in advance, and other charges shall be payable as set out in the eircom Network Price List.
- 8.2 The charges and/or charging principles for ISH Links are as set out in the eircom Network Price List.
- 8.3 In the event the Operator cancels an order for an ISH Link following order validation and prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for connection charges as set out in the eircom Network Price List.
- 8.4 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 9 in the event it issues a termination request that would take effect prior to the expiry of the minimum period of service.
- 8.5 Charging for Channelised E1 Link shall be effective from order completion in accordance with eircom Network Price List.

### **9. Term**

- 9.1 The minimum period of service for any ISH Link shall be 12 months from the Commencement of Charging Date.
- 9.2 Each additional ISH Link shall be subject to its own minimum period of service of 12 months commencing on the Commencement of Charging Date.
- 9.3 In the event that the termination of a ISH Link is required, the Operator shall give to eircom in writing at least seven (7)calendar days notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 9.1 above, then the charges for the ISH Link shall be as specified in 8.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.



## Leased Line Reference Offer

### **Section C 2Mbit/s Transport Links**

#### **10. Description of Service**

- 10.1 Subject to the provisions of this Schedule, eircom shall provide 2Mbit/s Transport service as specified from time to time in the PPC Product Description and the eircom Network Price List.
- 10.2 The 2Mbit/s Transport Link shall enable Operators to elect to aggregate sub-2Mbit/s End User Links onto a single 2Mbit/s Transport Link.
- 10.3 The Point of Handover shall be in the Operator premises.
- 10.4 Ordering, forecasting, provisioning and test procedures are specified in the PPC IPM.
- 10.5 The 2Mbit/s Transport Link shall only be used to support End User Links.

#### **11 2mb Transport Link Charging**

- 11.1 eircom shall be entitled to invoice Operator for the 2Mbit/s Transport Link from the Commencement Date of Charging. The Commencement Date for Charging shall be the time the 2Mbit/s Transport Link is designated as Ready for Service. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the eircom Network Price List.
- 11.2 The charges and/or charging principles for 2Mbit/s Transport Links are as set out in the eircom Network Price List.
- 11.3 In the event Operator cancels an order for a 2Mbit/s Transport Link following order validation and prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for connection charges as set out in the eircom Network Price List.
- 11.4 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 13 in the event it issues a termination request that would take effect prior to the expiry of the minimum period of service.

#### **12 Time Frames for Delivery**

- 12.1 Provision of this service shall be in accordance with the PPC End user and 2Mb Transport Link and the STM-X Service Level Agreements published on eircom's website. The controlling documents are the latest version of the above titled documents published on eircom's website as agreed with the National Regulator following negotiations with industry if appropriate.

## Leased Line Reference Offer

### **13. Term**

13.1 The minimum period of service for any 2Mbit/s Transport Link shall be 12 months commencing on the Commencement of Charging Date.

13.2 Each additional 2Mbit/s Transport Link shall be subject to its own minimum period of service of 12 months commencing on the Commencement of Charging Date.

13.3 In the event that the termination of a 2Mbit/s Transport Link is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 13.1 above, then the charges for the 2Mbit/s Transport Link shall be as specified in 11.4 above. In the event that the Operator requests termination of a 2Mbit/s Transport Link following the minimum period of service

.. ,

## Appendix 1

### In-Span Handover Transport Links (Hereinafter ISH Links)

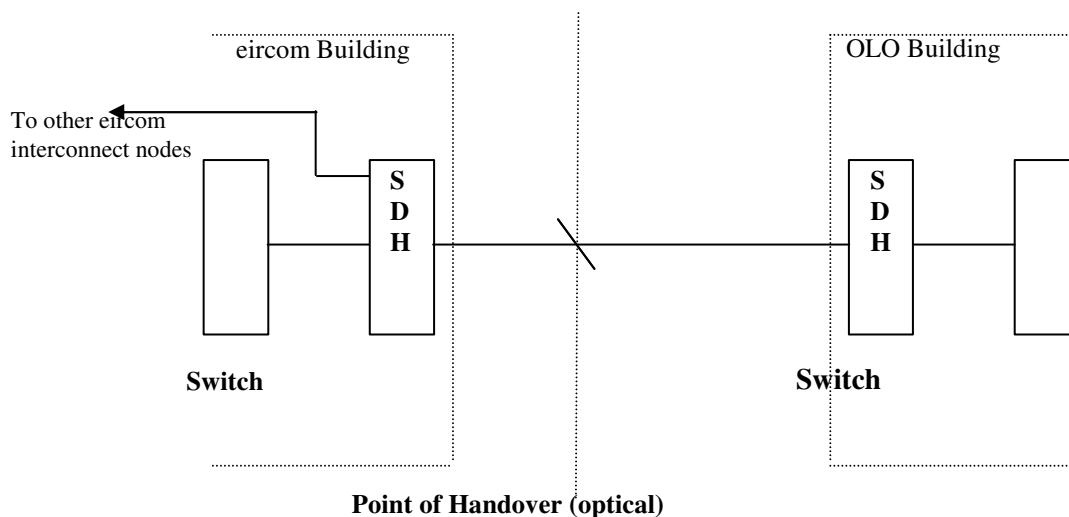
eircom will offer a Synchronous Digital Hierarchy (SDH) ISH Link at STM-1 and STM-4 where the other Party uses the same optical SDH interface as eircom. The ISH Link will enable the provision of 2 Mbit/s Interconnect Paths and/or End User Links up to the capacity of the Transport Link. The maximum capacity of the SDH Interconnection will be 63 x 2 Mbit/s at STM-1 and 252 x 2 Mbit/s at STM-4.

The Point of Handover (P.O.H.) of an ISH Link is the point at which the optical fibres in the other Party's cable are connected to the optical fibres in the eircom cable. The requesting Party shall provide an Optical Distribution Frame (ODF) at the P.O.H. eircom will terminate its optical fibres on one side of the ODF and the other Party will terminate its fibres on the other side of the ODF.

Alternatively, the connection between the Operator's fibre and eircom's fibre can be achieved through splicing.

The P.O.H. shall be located outside the boundary of the eircom interconnect node and shall be not more than 100 metres (duct length) from the boundary. eircom will identify suitable manholes within the immediate vicinity of its Interconnect Nodes which can facilitate the provision of In-Span connection. Where the Operator constructs their network to a point adjacent to such manholes, then no civil work charges will apply.

The maximum distance between the terminal ends of the SDH ISH Link shall be determined with reference to the available optical power budget.



SDH In-Span Handover (ISH)

# Leased Line Reference Offer

## Annex C

### Service Schedule 003

#### End User Links

This Service Schedule is effective from the date of signature of this Leased Line Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Schedule. Words and expressions have the meanings give in Annex A, except as shown below:

**"End User Link(s)"** means the circuit from the designated Transport Link to the End User NTU as more fully set out in the PPC Product Description.

1.2 The document(s) referenced in this Agreement that is contractually binding:

Partial Private Circuit Product Description ("PPC Product Description")

The controlling document is latest version of the above titled document published on eircom's website in accordance with the Publication Requirements..

1.3 The following document(s) referenced in this Agreement sets the procedures and standards for operation, but are non-contractual:

a. Partial Private Circuit InterOperator Process Manuals ("PPC IPM")

All references are to the latest version published on eircom's website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2. Description of Service

2.1 Service shall consist of an End User Link as specified by the Operator in its order; available bandwidths are as specified from time to time in the PPC Product Description and the charging principles set out in the eircom Network Price List

2.2 The provisioning and maintenance of End User Links will be governed by the PPC IPM.

2.3 The requirements for ordering an End User Link shall be as set out in the PPC Product Description and/or PPC IPM. Subject to the requirements of the PPC Product Description, the ordering procedures for the End User Link shall follow PPC IPM.

2.4 End User Links must be ordered with a matching capacity allocation on an associated Transport Link. The terms and conditions for Transport Links are set out in Service Schedule 2.

2.5 In the event that the order for the End User Link does not satisfy the requirements set out in the PPC Product Description and/or PPC IPM or the requirements of Service Schedule 2, the order for the End User Link will be rejected.

2.6 Use of the End User Link may be restricted by eircom in accordance with applicable law or regulation.

## Leased Line Reference Offer

- 2.7 The Operator agrees that from time to time it may be necessary for eircom to temporarily suspend service on the End User Link(s) during periods of repair, essential maintenance or alteration or improvement to eircom's electronic communications network. Where possible eircom will give the Operator at least five (5) Working Days notice prior to such suspension and eircom will restore service as soon as possible after such suspension.

### **3 End User Link Charging**

- 3.1 The charges and/or charging principles for End User Links are as set out in the eircom Network Price List.
- 3.2 eircom shall be entitled to invoice the Operator and the Operator shall be obligated to pay for an End User Link from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Delivery Date. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the eircom RIO Network Price List.
- 3.3 In the event the Operator cancels an order for an End User Link following order validation and prior to the Commencement Date for Charging, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List.
- 3.4 The Operator shall be liable for charges associated with the minimum period of service set out in Clause 4 in the event that the Operator issues a termination request that would take effect prior to the expiry of the minimum period of service.
- 3.5 In the event that an End User Link is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original End User Link shall cease from the date of conversion and the charging for the new End User Link shall commence from that same date except as set out in Clause 4.4.

### **4. Term**

- 4.1 The minimum period of service for any End User Link shall be 12 months commencing on the Commencement Date of Charging.
- 4.2 In the event that the termination of an End User Link is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 4.1 above, then the charges for the End User Link shall be as specified in 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.
- 4.3 Where the Operator requests to upgrade the End User Link to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded End User Link. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 3.4 above shall be waived.
- 4.4 Where the Operator requests to downgrade the End User Link to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded End User Link. If the downgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 3.4 above shall apply to the original End User Link.

# Leased Line Reference Offer

## **Annex C** **Service Schedule 004**

### **PPC Migration**

This Service Schedule is effective from the date of this Leased Line Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### **1. Definitions**

In this Service Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Schedule. Words and expressions have the meaning given in Annex A or elsewhere in the Leased Line Agreement, except as shown below.

- “Bulk Migration”** means a migration of more than one circuit as more fully set out in Clause 4 of this Service Schedule.
- “Eligible for Migration”** To be Eligible for Migration, a Leased Line shall:
- a) be in situ or on order prior to the 31<sup>st</sup> March 2009, and
  - b). be in the name of Operator and under contract with eircom or subject to eircom’s standard published terms and conditions and being provided to Operator; and
  - c). has an equivalent product available as a Partial Private Circuit under the PPC Product Description or the Leased Line Agreement to which it may be migrated, and
  - d) be terminated at one end at the Operator premises in which the proposed Transport Link is terminated.
- “Failed Migration”** means a Migration that fails, either technically or with respect to dates of Implementation, due to the failure of one of the Parties to fulfil its obligations under Clause 3 of this Service Schedule, or as set out in individual MIAs.
- “Individual Migration”** means a single order placed in respect of an individual circuit or individual channelised system for Migration as more fully set out in Clause 3 of this Service Schedule. For an individual channelised system the order must detail all circuits within that system.
- “Information”** means the information requested by Operator with respect to each Operator node and supplied by eircom with respect to each Operator node or transmission system in the template set out in the Migration Process Manual.
- “Migration”** means the facility to migrate to Partial Private Circuits those Leased Lines that are eligible for Migration.

## Leased Line Reference Offer

**“Migration Implementation Agreement or MIA”**

means the binding agreement entered into by the Parties, which sets out the terms and conditions of the implementation of individual Sub-Projects.

**“Product Launch”**

means the date the approved terms and conditions to support the introduction of Partial Private Circuits are published in eircom’s Reference Leased Line Offer.

**“Project Plan”**

means the plan agreed between the Parties to allow the bulk migration to be implemented.

**“Sub- Projects”**

means agreed, detailed implementation plans in respect of an Operator Node or transmission system or individual circuits which form the individual strands of the Bulk Migration.

### 1. General

- 1.1 All Bulk Migration orders will be delivered in accordance with the agreed Project Plans or Sub-Projects and will be handled outside the scope of any Service Level Agreements in place relating to the provision of PPC’s but be subject to the provisions of the associated MIA.

### 2. Conditions of Individual Migration

- 2.1 In the case of an Individual Migration, the Operator may place an order in accordance with the procedures set out in the Partial Private Circuit Industry Migration Process (“Migration Process Manual”). It is the Operator’s discretion as to whether the Operator wishes to request Information prior to placing an order. The charges for Information are set out in the eircom Network Price List and the Operator is liable for payment regardless of whether an order is placed for Migration.
- 2.2 Provided an order is Eligible for Migration, eircom shall process the order in accordance with the Migration Process Manual. Once the order is Validated, eircom shall advise Operator of the target date for delivery (“Target Date”). In the event that the order is not Eligible for Migration or fails validation, eircom shall reject the order.
- 2.3 eircom shall be entitled to invoice and the Operator shall be obligated to pay eircom for the charges relating to the Individual Migration as set out in the eircom Network Price List.
- 2.4 The new rental charges applicable to Partial Private Circuits shall apply from the Migration Effective Date and the charges associated with the migrated leased line or Interconnect Path will cease from that same date. The Migration Effective Date shall be the actual date of Migration unless directed otherwise by the National Regulator.
- 2.5 eircom shall use reasonable endeavours to promptly reflect charges on invoices issued and to reflect credits and/or debits following a Migration Effective Date.

### 3 Conditions of Bulk Migration

- 3.1 The Parties shall if requested by the Operator exchange and provide such information as is required to develop and agree a Project Plan. For a Bulk Migration, the Operator shall be liable for the charges relating to the provision of Information by eircom regardless of whether or not a Project Plan is agreed or a Migration ordered and/or effected.

## Leased Line Reference Offer

- 3.2 The Operator shall develop and submit a Project Plan for Bulk Migration to eircom for its review and comment. eircom shall be entitled to recover its costs regardless of whether or not a Project Plan is agreed or a Bulk Migration ordered and/or effected. The Parties undertake and agree to act reasonably in defining and agreeing the Project Plan. A Project Plan will only be developed in respect of Leased Lines that are Eligible for Migration. Where the Operator is unable to agree their Project Plan with eircom, they may refer such Project Plan to the National Regulator for determination of reasonableness. The National Regulator will consider the reasonableness of such plan on the basis of evidence supplied by the Operator and by eircom.
- 3.3 Following agreement of the Project Plan, the Parties shall enter into a Migration Implementation Agreement ("MIA") in respect of the terms and timelines for each Project. The target dates for the implementation of a Project shall be as set out in the MIA. "The Migration Effective Date" shall be the actual date of Migration. If eircom attempts to meet an agreed date for an element of such plan but cannot do so due to the inability of the Operator to achieve the Migration on the agreed date, then that part of the plan will be deemed to be a Failed Migration. In the case of a Failed Migration a new plan for this portion of the Migration shall be drawn up by eircom and the Migration Effective Date shall be as set out in eircom's plan. If the Operator is of the opinion that the revised date proposed by eircom is unreasonable then this matter may be referred to National Regulator for determination of reasonableness. The National Regulator shall consider the reasonableness of such revised dates on the basis of evidence supplied by the Operator and by eircom and taking into account the cause of the original delay.
- 3.4 In respect of each MIA, eircom shall be entitled to invoice and Operator shall be liable to pay for the charges set out in either the MIA or the eircom Network Price List from the Migration Effective Date.
- 3.5 In respect of each MIA, eircom shall adjust the rental charges set out in respect of the Migrated Partial Private Circuits within the scope of that MIA from the Migration Effective Date.
- 3.6 eircom shall use reasonable endeavours to promptly reflect charges on invoices issued and to reflect credits and/or debits following the Migration Effective Date in respect of each MIA.



# Leased Line Reference Offer

## Appendix 1

### **Sample Migration Implementation Agreement**

**This Migration Implementation Agreement (“MIA”) is made on [Date]**

between

[Operator Name] having its registered office at [Operator Address], (herein referred to as “the Operator” or “Operator”)

and

eircom Limited having its registered office at 1 Heuston South Quarter, St. John’s Road, Dublin 8, (herein referred to as “eircom”)

#### Section 1. Initial Sub-Project Plan

##### **A. Scope**

The scope of the Initial Sub-Project Plan shall be:

##### **B. Obligations of the Parties**

The obligations of the Parties for the purpose of this Section A of the MIA shall be:

The obligations shall primarily relate to and should designate timeframes:

Requests for Information  
Exchange of Information  
Development of final Sub-Project Plan  
Review and Agreement of final Sub-Project Plan  
Other matters as may be agreed

##### **C. Consequences of Failure to Fulfil Obligations (Failed Migration)**

1. In the event that eircom fails to fulfil its obligations as set out in Section 2 hereof, the following shall apply:
2. In the event that Operator fails to fulfil its obligations as set out in Section 2 hereof, the following shall apply:

## Leased Line Reference Offer

### **D. Charges**

1. The charges for this MIA shall be as set out in the eircom Network Price List.

Note: In the event of any exceptional items arising for a particular MIA, such charges may be covered in this section.

|   |   |
|---|---|
| Signed for and on behalf of Operator:<br><br>_____<br>Name<br><br>_____<br>Title<br><br>_____<br>Date | Signed for and on behalf of eircom:<br><br>_____<br>Name<br><br>_____<br>Title<br><br>_____<br>Date |
|---|---|

### Section 2. Final Sub-Project Plan and Migration Implementation

#### **A. Scope**

The scope of the Final Sub-Project Plan and Migration Implementation shall be:

Detail to circuit level.

#### **B. Obligations of the Parties**

The obligations of the Parties for the purpose of this Section B of the MIA shall be:

The obligations shall primarily relate to final preparations and implementation and should designate timeframes.

#### **C. Consequences of Failure to Fulfil Obligations (Failed Migration)**

1. In the event that eircom fails to fulfil its obligations as set out in Section 2 hereof, the following shall apply:
2. In the event that Operator fails to fulfil its obligations as set out in Section 2 hereof, the following shall apply:

#### **D. Charges**

1. The charges for this MIA shall be as set out in the eircom Network Price List.

Note: In the event of any exceptional items arising for a particular MIA, such charges may be covered in this section.

# Leased Line Reference Offer

## Section 3

### Governing Law

- 1.1 The interpretation, validity and performance of this Migration Implementation Agreement shall be governed in all respects by the laws of Ireland and the Parties submit to the exclusive jurisdiction of the Irish Courts.

|   |   |
|---|---|
| Signed for and on behalf of Operator:<br><br>_____<br>Name<br><br>_____<br>Title<br><br>_____<br>Date | Signed for and on behalf of eircom:<br><br>_____<br>Name<br><br>_____<br>Title<br><br>_____<br>Date |
|---|---|

# Leased Line Reference Offer

## Appendix 2

### Requirements for Bulk Migration Project Plan

In order to constitute a Bulk Migration Project Plan for purposes of this Service Schedule, the Project Plan must include at a minimum:

- The list of sites
- Indicative timescales
- Indicative number of circuits by type at each site

The Bulk Migration Project Plan should also include:

- A statement that the information gathering requirements will be dealt with at the initial stage of each Sub Project
- A statement that the Migration of each individual site will be dealt with in one or more sub-Projects

# Leased Line Reference Offer

## Annex C

### Service Schedule 006

#### Wholesale Leased Lines

This Service Schedule is effective from the date of signature of this Leased Line Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

- 1.1 In this Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Schedule. Words and expressions have the meanings give in Annex A, except as shown below:

**“Wholesale Leased Line”**

means the telecommunications facility which provides for transparent transmission capacity between network termination points and which do not include on-demand switching (switching functions which the user can control as part of the service provision) as described in the Wholesale Leased Line Product Description;

**“Wholesale Leased Line Order Request Form Or Order Form”**

means the order form placed by the Operator requesting a Wholesale Leased Line and which triggers obligations for the Operator and eircom. The order form also designated the Wholesale Leased Line bandwidths available.

- 1.2 The documents referenced in this Service Schedule that is contractually binding:

- a. Wholesale Leased Line Product Description (“Product Description”)
- b. Carrier Services Service Level Agreement (“Carrier Services SLA”)
- c. Wholesale Leased Line Order Request Form (“Order Form”)

The controlling document is the latest version of the above titled document published on eircom's website in accordance with the Publication Requirements.

- 1.3 The following document(s) referenced in this Service Schedule sets the procedures and standards for operation, but are non-contractual:

Carrier Services Operator and Maintenance Process Manual (“Carrier Services O&M”)

All references are to the latest version published on eircom's website as agreed with the National Regulator with industry input in respect of developments and/or changes.

## Leased Line Reference Offer

### **2. Description of Service**

- 2.1 Service shall consist of a Wholesale Leased Line(s) as specified by the Operator in its Order Form; available bandwidths are as specified from time to time in the Product Description and the charging principles set out in the eircom Network Price List.

### **3. Conditions of Service**

- 3.1 The provisioning and maintenance of Wholesale Leased Lines will be governed by the Carrier Services O & M.
- 3.2 The Wholesale Leased Line shall be provided to the Operator in accordance with the provisioning processes outlined in the Carrier Services O&M.
- 3.3 The provision and service availability of Wholesale Leased Lines shall be subject to the Carrier Services SLA.
- 3.4 It is technically impracticable to provide a fault-free Service and eircom does not undertake to do so. The level of service availability is set out in the Carrier Services SLA.
- 3.5 The Operator agrees that from time to time it may be necessary for eircom to temporarily suspend Service on Wholesale Leased Line(s) during periods of repair, essential maintenance or alteration or improvement to eircom's Network.
- 3.6 Where possible eircom will give the Operator at least five (5) Working Days notice prior to such suspension of service on Wholesale Leased Line(s) or as soon as possible after such temporary suspension.
- 3.7 Use of the Wholesale Leased Line may be restricted by eircom in accordance with applicable law or regulation.
- 3.8 The Operator shall report a fault in accordance with the procedures set out in the Carrier Services O&M.

### **4 Wholesale Leased Line Charging**

- 4.1 The charges and/or charging principles for Wholesale Leased Lines are as set out in the eircom Network Price List.
- 4.2 eircom shall be entitled to invoice the Operator and the Operator shall be obligated to pay for a Wholesale Leased Line from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Delivery Date. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the eircom Network Price List
- 4.3 In the event the Operator cancels an order for a Wholesale Leased Line following order validation and prior to the Commencement Date for Charging, eircom shall be entitled to invoice the Operator for the Connection Charges as set out in the eircom Network Price List.
- 4.4 The Operator shall be liable for charges associated with the minimum period of service set out in Clause 5 in the event that the Operator issues a termination request that would take effect prior to the expiry of the minimum period of service.
- 4.5 In the event that a Wholesale Leased Line is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Wholesale Leased Line shall cease from the date of conversion and the charging for

## Leased Line Reference Offer

the new Wholesale Leased Line shall commence from that same date except as set out in Clause 5.4.

### **5 Term**

- 5.1 The minimum period of service for any Wholesale Leased Line shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 5.1 above, then the charges for the Wholesale Leased Line shall be as specified in 4.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.
- 5.3 Where the Operator requests to upgrade the Wholesale Leased Line to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded Wholesale Leased Line. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 4.4 above shall be waived.
- 5.4 Where the Operator requests to downgrade the Leased Line to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded Leased Line. If the downgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 4.4 above shall apply to the original Wholesale Leased Line.

# Leased Line Reference Offer

## Annex C

### Service Schedule 007

#### Ethernet Aggregation Links

This Service Schedule is effective from the date of signature of this Leased Line Agreement and/or any Amendment thereto and shall remain in effect until amended following agreement of the Parties or following determination by the National Regulator.

#### 1. Definitions

- 1.1 In this Schedule, a reference to a paragraph or Appendix, unless stated otherwise, is to a paragraph or Appendix A of this Schedule. Words and expressions have the meaning given in Annex A.

**Eircom Serving Exchanges**

means the eircom exchanges set out in the Wholesale Ethernet Access Product Description from which the Operator may avail of Ethernet Aggregation Links.

- 1.2 The document(s) referenced in this Service Schedule that is contractually binding:
- a. Wholesale Ethernet Access Product Description ("Ethernet Product Description")
  - b. Service Level Agreement for Wholesale Ethernet Aggregation Links ("Ethernet Aggregation Link SLA")

The controlling document is the latest version of the above titled document published on eircom's website in accordance with the Publication Requirements.

- 1.3 The following document(s) referenced in the Service Schedules that set the procedures and standards for operation, but are non-contractual:
- a. Wholesale Ethernet Access Inter-operator Process Manual ("Ethernet IPM"),

All references are to the latest version published on eircom's website as agreed with the National Regulator with industry input in respect of developments and /or changes.

- 1.4 The remainder of this Service Schedule is separated in two distinct sections:

Section A – Customer Sited Ethernet Aggregation Links ("Customer Sited Ethernet Aggregation Links").

Section B – In Span Ethernet Aggregation Links ("In Span Ethernet Aggregation Links")

Each section deals with a particular type of Ethernet Aggregation Link and provides the terms and conditions associated with that particular type of Ethernet Aggregation Link.



# Leased Line Reference Offer

## **Section A Customer Sited Ethernet Aggregation Links**

### **2. Description of Service**

- 2.1 Subject to the provisions of this Schedule, eircom shall provide Customer Sited Ethernet Aggregation Links as specified from time to time in the Ethernet Product Description and the eircom Network Price List.
- 2.2 eircom shall provide and maintain the Customer Sited Ethernet Aggregation Link(s) between the Operator nominated point of presence and the eircom Serving Exchanges(s).
- 2.3 eircom shall install its cable and terminating equipment at the Operator premises at a physical location agreed between the Parties.
- 2.4 Ordering, forecasting, provisioning and test procedures are specified in the Ethernet IPM. The procedures for cancellation, cessation and/or termination of Customer Sited Ethernet Aggregation Links are as set out in the Ethernet IPM. Operator requests for cancellation, cessation and/or termination of Customer Sited Ethernet Aggregation Links may impact and disrupt eircom's ability to provide services for dependent Access Circuits. eircom shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 2.5 Ethernet Access Circuits using a Customer Sited Ethernet Aggregation Link shall be subject to Service Schedule 008 of the Leased Line Agreement.

### **3. Customer Sited Ethernet Aggregation Link Charging**

- 3.1 The charges and/or charging principles for Customer Sited Ethernet Aggregation Links are as set out in the eircom Network Price List.
- 3.2 eircom shall be entitled to invoice an Operator for the Customer Sited Ethernet Aggregation Link from the Commencement Date of Charging. Commencement Date of Charging for Customer Sited Ethernet Aggregation Links is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the eircom Network Price List.
- 3.3 In the event the Operator cancels an order for a Customer Sited Ethernet Aggregation Link following order validation and prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List.
- 3.4 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.

### **4. Time Frames for Delivery**

- 4.1 Provision of these services shall be in accordance with the Ethernet Aggregation Link SLA published on eircom's website. The controlling documents are the latest version of the above titled documents published on eircom's website as agreed with the National Regulator following negotiations with industry if appropriate.

## Leased Line Reference Offer

### **5. Term**

- 5.1 The minimum period of service for any Customer Sited Ethernet Aggregation Link shall be twelve (12) months commencing on the Commencement of Charging Date.
- 5.2 Each additional Customer Sited Ethernet Aggregation Link shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement of Charging Date.
- 5.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice.

For the avoidance of doubt, the Operator shall ensure that all Ethernet Access Circuits are ceased prior to the termination of an Ethernet Aggregation Link. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 5.1 above, then the charges for the Customer Sited Ethernet Aggregation Link shall be as specified in 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

# Leased Line Reference Offer

## **Section B In Span Ethernet Aggregation Links**

### **6. Description of Service**

- 6.1 Subject to the provisions of this Schedule, eircom shall provide In Span Ethernet Aggregation Link service as specified from time to time in the Ethernet Product Description and the eircom Network Price List.
- 6.2 The Operator shall construct and maintain the transmission medium from their network to a point close to the eircom Serving exchange. eircom will connect with similar medium to this location in order to complete an end to end connection between the two Networks.
- 6.3 eircom shall provide the connection to each point of handover that is provided by the Operator located between the eircom nominated eircom Serving Exchange and the Operator's premises as set out in the Ethernet Product Description.
- 6.4 The Operator undertakes and agrees to comply with equipment, network and distance specifications and/or limitations set out in the Ethernet Product Description in relation to points of handover.
- 6.5 The Parties agree that network ownership and obligations shall be as set out in the Ethernet Product Description.
- 6.6 Forecasting, ordering, provisioning, operation and maintenance procedures for In Span Ethernet Aggregation Links shall be as set out in the Ethernet Product Description, and the Ethernet IPM. The Parties undertake and agree to discharge their respective obligations as set out in the relevant documents. Operator requests for cancellation, cessation and/or termination of In Span Ethernet Aggregation Links may impact and disrupt eircom's ability to provide services for dependent Access Circuits. eircom shall not be liable for any provision of service or quality of service impacts that may result.
- 6.7 Ethernet Access Circuits using the In Span Ethernet Aggregation Link shall be subject to Service Schedule 008 of the Leased Line Agreement.

### **7. Time Frame for Delivery**

- 7.1 Provision of this service shall be in accordance with the Ethernet Aggregation Link SLA published on eircom's website. The controlling documents are the latest version of the above titled documents published on eircom's website as agreed with the National Regulator following negotiations with industry if appropriate.

### **8. Charging**

- 8.1 eircom shall be entitled to invoice Operator for and Operator shall be liable for payment for the In Span Ethernet Aggregation Link from the Commencement Date of Charging. The Commencement Date for Charging shall be no later than two weeks from the Ready for Test. Rental charges shall be payable monthly in advance, and other charges shall be payable as set out in the eircom Network Price List.
- 8.2 The charges and/or charging principles for In Span Ethernet Aggregation Links are as set out in the eircom Network Price List.

## Leased Line Reference Offer

8.3 In the event the Operator cancels an order for an In Span Ethernet Aggregation Link following order validation and prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for connection charges as set out in the eircom Network Price List.

8.4 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 9 in the event it issues a termination request that would take effect prior to the expiry of the minimum period of service.

### **9. Term**

9.1 The minimum period of service for any In Span Ethernet Aggregation Link shall be 12 months from the Commencement of Charging Date.

9.2 Each additional In Span Ethernet Aggregation Link shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement of Charging Date.

9.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice.

For the avoidance of doubt, the Operator shall ensure that all Ethernet Access Circuits are ceased prior to the termination of an Ethernet Aggregation Link. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 9.1 above, then the charges for the In Span Ethernet Aggregation Link shall be as specified in 8.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

# Leased Line Reference Offer

## Annex C

### Service Schedule 008

#### Ethernet Access Circuits

This Service Schedule is effective from the date of signature of this Leased Line Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Schedule. Words and expressions have the meanings given in Annex A.

1.2 The document(s) referenced in this Agreement that is contractually binding:

- a). Wholesale Ethernet Access Product Description ("Ethernet Product Description")
- b). Service Level Agreement for Wholesale Ethernet Access Circuits ("Ethernet Access Circuit SLA")

The controlling document is latest version of the above titled document published on eircom's website in accordance with the Publication Requirements.

1.3 The following document(s) referenced in this Agreement sets the procedures and standards for operation, but are non-contractual:

- a). Wholesale Ethernet Access Inter-Operator Process Manual ("Ethernet IPM")

All references are to the latest version published on eircom's website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2 Description of Service

2.1 Service shall consist of an Ethernet Access Circuit as specified by the Operator in its order; available bandwidths are as specified from time to time in the Ethernet Product Description and the charging principles set out in the eircom Network Price List.

2.2 The provisioning, operation and maintenance of Ethernet Access Circuits and will be governed by the Ethernet IPM.

2.3 The requirements for ordering an Ethernet Access Circuit shall be as set out in the Ethernet Product Description and/or Ethernet IPM. Subject to the requirements of the Ethernet Product Description, the ordering procedures for the Ethernet Access Circuits and shall follow the Ethernet IPM.

2.4 Ethernet Access Circuits must be ordered on a nominated Ethernet Aggregation Link. The terms and conditions for Aggregation Links are set out in Service Schedule 007.

2.5 In the event that the order for the Ethernet Access Circuit does not satisfy the requirements set out in the Ethernet Product Description and/or Ethernet IPM or the requirements of Service Schedule 007, the order for the Ethernet Access Circuit will be rejected.

## Leased Line Reference Offer

- 2.6 Use of the Ethernet Access Circuit may be restricted by eircom in accordance with applicable law or regulation.
- 2.7 The Operator agrees that from time to time it may be necessary for eircom to temporarily suspend service on the Ethernet Access Circuit(s) during periods of repair, essential maintenance or alteration or improvement to eircom's electronic communications network. Where possible eircom will give the Operator at least five (5) Working Days notice prior to such suspension and eircom will restore service as soon as possible after such suspension.

### **3. Time Frame for Delivery**

- 3.1 Provision of this service shall be in accordance with the Ethernet Access Circuit SLA published on the eircom's website. The controlling documents are the latest version of the above titled documents published on eircom's website as agreed with the National Regulator following negotiations with industry if appropriate.

### **4. Ethernet Access Circuit Charging**

- 4.1 The charges and/or charging principles for Ethernet Access Circuits are as set out in the eircom Network Price List.
- 4.2 eircom shall be entitled to invoice the Operator and the Operator shall be obligated to pay for an Ethernet Access Circuit from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Delivery Date. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the eircom Network Price List.
- 4.3 In the event the Operator cancels an order for an Ethernet Access Circuit following order validation and prior to the Commencement Date for Charging, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List.
- 4.4 The Operator shall be liable for charges associated with the minimum period of service for an Ethernet Access Circuit set out in Clause 4 in the event that the Operator issues a termination request in respect of an Ethernet Access Circuit that would take effect prior to the expiry of the minimum period of service.
- 4.5 In the event that an Ethernet Access Circuit is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Ethernet Access Circuit shall cease from the date of conversion and the charging for the new Ethernet Access Circuit shall commence from that same date except as set out in Clause 4.4.

### **5 Term**

- 5.1 The minimum period of service for any Ethernet Access Circuit shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice.

Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 4.1 above, then the charges for the Ethernet Access Circuit shall be as specified in 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice

## Leased Line Reference Offer

period.

- 5.3 Where the Operator requests to upgrade the Ethernet Access Circuit to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded Ethernet Access Circuit. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 3.4 above shall be waived.
- 5.4 Where the Operator requests to downgrade the Ethernet Access Circuit to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded Ethernet Access Circuit. If the downgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 3.4 above shall apply to the original Ethernet Access Circuit.

# Leased Line Reference Offer

## Annex C

### Service Schedule 009

#### Regional Ethernet Aggregation Links

This Service Schedule is effective from the date of signature of this Leased Line Agreement and/or any Amendment thereto and shall remain in effect until amended following agreement of the Parties or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Schedule, a reference to a paragraph or Appendix, unless stated otherwise, is to a paragraph or Appendix A of this Schedule. Words and expressions have the meaning given in Annex A.

1.2 The document(s) referenced in this Service Schedule that is contractually binding:

- a. Wholesale Regional Ethernet Access Description ("Regional Ethernet Access Product Description")

The controlling document is the latest version of the above titled document published on eircom's website in accordance with the Publication Requirements.

1.3 The following document(s) referenced in the Service Schedules that set the procedures and standards for operation, but are non-contractual:

- a. Wholesale Regional and Dublin Ethernet Access Inter-operator Process Manual ("Regional Ethernet IPM"),

All references are to the latest version published on eircom's website as agreed with the National Regulator with industry input in respect of developments and /or changes.

#### 2. Description of Service

2.1 Subject to the provisions of this Schedule, eircom shall provide customer sited Regional Ethernet Aggregation Links as specified from time to time in the Regional Ethernet Service Description and the eircom Network Price List.

2.2 eircom shall provide and maintain the Regional Ethernet Aggregation Link(s) between the Operator nominated point of presence and the Aggregation Nodes.

2.3 eircom shall install its cable and terminating equipment at the Operator premises at a physical location agreed between the Parties.

2.4 Ordering, forecasting, provisioning and test procedures are specified in the Regional Ethernet IPM. The procedures for cancellation, cessation and/or termination of Regional Ethernet Aggregation Links are as set out in the Regional Ethernet IPM. Operator requests for cancellation, cessation and/or termination of Regional Ethernet Aggregation Links may impact and disrupt eircom's ability to provide services for dependent Regional Access Circuits. eircom shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.

2.5 Regional Ethernet Access Circuits using a Regional Ethernet Aggregation Link shall be subject to Service Schedule 010 of the Leased Line Agreement.



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- 2.6 Regional Ethernet Access is a transition wholesale access service offered in advance of eircom's next generation ethernet access services. When eircom introduces the next generation ethernet access services, the following conditions shall apply:
- i). eircom shall provide three month's written notice in advance of the introduction of such services;
  - ii). eircom shall not be required to provide the current Regional Ethernet Aggregation Links Service beyond the date notified;
  - iii). The Operator shall be required to sign new terms and conditions for the next generation ethernet access services;
  - iv) If the Operator chooses to avail of the new equivalent of the Regional Ethernet Aggregation Link Service, the Operator should receive credit for the period of the existing services towards any new minimum term;
  - v). If the Operator chooses to not to avail of the new equivalent of the Regional Ethernet Aggregation Link Service, the remaining minimum term for any Regional Ethernet Aggregation Link shall be waived.

### **3 Regional Ethernet Aggregation Link Charging**

- 3.1 The charges and/or charging principles for Regional Ethernet Aggregation Links are as set out in the eircom Network Price List.
- 3.2 All Regional Ethernet Aggregation Links are subject to survey. In the event that an Operator places an order following the survey, the charges for the survey will be deducted from the fees relating to connection. In the event the Operator does not place an order following the survey, eircom shall be entitled to invoice the Operator for the full charges relating to the survey.
- 3.3 eircom shall be entitled to invoice an Operator for the Regional Ethernet Aggregation Link from the Commencement Date of Charging. Commencement Date of Charging for Regional Ethernet Aggregation Links is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the eircom Network Price List.
- 3.4 In the event the Operator cancels an order for a Regional Ethernet Aggregation Link following order validation and prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List.
- 3.5 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.

### **4 Time Frames for Delivery**

- 4.1 Provision of these services shall be in accordance with the time frames set out in the Regional Ethernet IPM.

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### 5. Term

- 5.1 The minimum period of service for any Regional Ethernet Aggregation Link shall be twelve (12) months commencing on the Commencement of Charging Date.
- 5.2 Each additional Regional Ethernet Aggregation Link shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement of Charging Date.
- 5.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice.

For the avoidance of doubt, the Operator shall ensure that all Regional Ethernet Access Circuits are ceased prior to the termination of a Regional Ethernet Aggregation Link. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 5.1 above, then the charges for the Regional Ethernet Aggregation Link shall be as specified in 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

# Leased Line Reference Offer

## Annex C

### Service Schedule 010

#### Regional Ethernet Access Circuits

This Service Schedule is effective from the date of signature of this Leased Line Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Schedule. Words and expressions have the meanings give in Annex A.

1.2 The document(s) referenced in this Agreement that is contractually binding:

- a). Wholesale Regional Ethernet Access Product Description ("Regional Ethernet Access Product Description")

The controlling document is latest version of the above titled document published on eircom's website in accordance with the Publication Requirements..

1.3 The following document(s) referenced in this Agreement sets the procedures and standards for operation, but are non-contractual:

- a. Wholesale Regional and Dublin Ethernet Access Inter-Operator Process Manual ("Regional Ethernet IPM")

All references are to the latest version published on eircom's website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2. Description of Service

2.1 Service shall consist of a Regional Ethernet Access Circuit as specified by the Operator in its order; available bandwidths are as specified from time to time in the Regional Ethernet Product Description and the charging principles set out in the eircom Network Price List.

2.2 The provisioning, operation and maintenance of Regional Ethernet Access Circuits and will be governed by the Regional Ethernet IPM.

2.3 The requirements for ordering a Regional Ethernet Access Circuit shall be as set out in the Regional Ethernet Product Description and/or Regional Ethernet IPM. Subject to the requirements of the Regional Ethernet Product Description, the ordering procedures for the Regional Ethernet Access Circuits and shall follow the Regional Ethernet IPM.

2.4 Regional Ethernet Access Circuits must be ordered on a nominated Regional Ethernet Aggregation Link. The terms and conditions for Regional Aggregation Links are set out in Service Schedule 009.

2.5 In the event that the order for the Regional Ethernet Access Circuit does not satisfy the requirements set out in the Regional Ethernet Product Description and/or

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Regional Ethernet IPM or the requirements of Service Schedule 009, the order for the Regional Ethernet Access Circuit will be rejected.

- 2.6 Use of the Regional Ethernet Access Circuit may be restricted by eircom in accordance with applicable law or regulation.
- 2.7 The Operator agrees that from time to time it may be necessary for eircom to temporarily suspend service on the Regional Ethernet Access Circuit(s) during periods of repair, essential maintenance or alteration or improvement to eircom's electronic communications network. Where possible eircom will give the Operator at least five (5) Working Days notice prior to such suspension and eircom will restore service as soon as possible after such suspension.
- 2.8 Regional Ethernet Access is a transition wholesale access service offered in advance of eircom's next generation Ethernet access services. When eircom introduces the next generation ethernet access services, the following conditions shall apply:
- i). eircom shall provide three month's written notice in advance of the introduction of such services;
  - ii). eircom shall not be required to provide the current Regional Ethernet Access Service beyond the date notified;
  - iii). The Operator shall be required to sign new terms and conditions for the next generation Ethernet access services;
  - v) If the Operator chooses to avail of the new equivalent of the Regional Ethernet Access Circuit Service, the Operator should receive credit for the period of the existing services towards any new minimum term;
  - v). If the Operator chooses to not to avail of the new equivalent of the Regional Ethernet Access Circuit Service, the remaining minimum term for any Regional Ethernet Access Circuits shall be waived.

### **3. Time Frame for Delivery**

- 3.1 Provision of these services shall be in accordance with the time frames set out in the Regional Ethernet IPM.

### **4. Regional Ethernet Access Circuit Charging**

- 4.1 The charges and/or charging principles for Regional Ethernet Access Circuits are as set out in the eircom Network Price List.
- 4.2 All Regional Ethernet Access Circuits are subject to survey. In the event that an Operator places an order following the survey, the charges for the survey will be deducted from the fees relating to connection. In the event the Operator does not place an order following the survey, eircom shall be entitled to invoice the Operator for the full charges relating to the survey.
- 4.3 eircom shall be entitled to invoice the Operator and the Operator shall be obligated to pay for a Regional Ethernet Access Circuit from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Delivery Date. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the eircom Network Price List.

## Leased Line Reference Offer

- 4.4 In the event the Operator cancels an order for a Regional Ethernet Access Circuit following order validation and prior to the Commencement Date for Charging, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List.
- 4.5 The Operator shall be liable for charges associated with the minimum period of service for a Regional Ethernet Access Circuit set out in Clause 4 in the event that the Operator issues a termination request in respect of a Regional Ethernet Access Circuit that would take effect prior to the expiry of the minimum period of service.
- 4.6 In the event that a Regional Ethernet Access Circuit is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Regional Ethernet Access Circuit shall cease from the date of conversion and the charging for the new Regional Ethernet Access Circuit shall commence from that same date except as set out in Clause 4.4.

### **5 Term**

- 5.1 The minimum period of service for any Regional Ethernet Access Circuit shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice....  
Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 5.1 above, then the charges for the Regional Ethernet Access Circuit shall be as specified in 4.5 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.
- 5.3 Where the Operator requests to upgrade the Regional Ethernet Access Circuit to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded Regional Ethernet Access Circuit. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 4.4 above shall be waived.
- 5.4 Where the Operator requests to downgrade the Regional Ethernet Access Circuit to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded Regional Ethernet Access Circuit. If the downgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 4.4 above shall apply to the original Regional Ethernet Access Circuit.

# Leased Line Reference Offer

## Annex C

### Service Schedule 011

#### Dublin Ethernet Aggregation Links

This Service Schedule is effective from the date of signature of this Leased Line Agreement and/or any Amendment thereto and shall remain in effect until amended following agreement of the Parties or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Schedule, a reference to a paragraph or Appendix, unless stated otherwise, is to a paragraph or Appendix A of this Schedule. Words and expressions have the meaning given in Annex A.

1.2 The document(s) referenced in this Service Schedule that is contractually binding:

- a. Wholesale Dublin Ethernet Access Product Description ("Dublin Ethernet Service Description")

The controlling document is the latest version of the above titled document published on eircom's website in accordance with the Publication Requirements.

1.3 The following document(s) referenced in the Service Schedules that set the procedures and standards for operation, but are non-contractual:

- a. Wholesale Regional and Dublin Ethernet Access Service Inter-operator Process Manual ("Dublin Ethernet IPM"),

All references are to the latest version published on eircom's website as agreed with the National Regulator with industry input in respect of developments and /or changes.

#### 2. Description of Service

2.1 Subject to the provisions of this Schedule, eircom shall provide customer sited Dublin Ethernet Aggregation Links as specified from time to time in the Dublin Ethernet Product Description and the eircom Network Price List.

2.2 eircom shall provide and maintain the Dublin Ethernet Aggregation Link(s) between the Operator nominated point of presence and the Aggregation Nodes.

2.3 eircom shall install its cable and terminating equipment at the Operator premises at a physical location agreed between the Parties.

2.4 Ordering, forecasting, provisioning and test procedures are specified in the Dublin Ethernet IPM. The procedures for cancellation, cessation and/or termination of Dublin Ethernet Aggregation Links are as set out in the Dublin Ethernet IPM. Operator requests for cancellation, cessation and/or termination of Dublin Ethernet Aggregation Links may impact and disrupt eircom's ability to provide services for dependent Dublin Ethernet Access Circuits. eircom shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.

2.5 Dublin Ethernet Access Circuits using a Dublin Ethernet Aggregation Link shall be subject to Service Schedule 011 of the Leased Line Agreement.

## Leased Line Reference Offer

- 2.6 Dublin Ethernet Access is a transition wholesale access service offered in advance of eircom's next generation ethernet access services. When eircom introduces the next generation ethernet access services, the following conditions shall apply:
- i). eircom shall provide three month's written notice in advance of the introduction of such services;
  - ii). eircom shall not be required to provide the current Dublin Ethernet Access Service beyond the date notified;
  - iii). The Operator shall be required to sign new terms and conditions for the next generation Ethernet access services;
  - vi) If the Operator chooses to avail of the new equivalent of the Dublin Ethernet Aggregation Link Service, the Operator should receive credit for the period of the existing services towards any new minimum term;
  - v). If the Operator chooses to not to avail of the new equivalent of the Dublin Ethernet Aggregation Link Service, the remaining minimum term for any Dublin Ethernet Aggregation Links shall be waived.

### **3 Dublin Ethernet Aggregation Link Charging**

- 3.1 The charges and/or charging principles for Dublin Ethernet Aggregation Links are as set out in the eircom Network Price List.
- 3.2 All Dublin Ethernet Aggregation Links are subject to survey. In the event that an Operator places an order following the survey, the charges for the survey will be deducted from the fees relating to connection. In the event the Operator does not place an order following the survey, eircom shall be entitled to invoice the Operator for the full charges relating to the survey.
- 3.3 eircom shall be entitled to invoice an Operator for the Dublin Ethernet Aggregation Link from the Commencement Date of Charging. Commencement Date of Charging for Dublin Ethernet Aggregation Links is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the eircom Network Price List.
- 3.4 In the event the Operator cancels an order for a Dublin Ethernet Aggregation Link following order validation and prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List.
- 3.5 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.

### **4. Time Frames for Delivery**

- 4.1 Provision of these services shall be in accordance with the time frames set out in the Dublin Ethernet IPM.

### **5. Term**

- 5.1 The minimum period of service for any Dublin Ethernet Aggregation Link shall be twelve (12) months commencing on the Commencement of Charging Date.

## Leased Line Reference Offer

- 5.2 Each additional Dublin Ethernet Aggregation Link shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement of Charging Date.
- 5.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice.

For the avoidance of doubt, the Operator shall ensure that all Dublin Ethernet Access Circuits are ceased prior to the termination of a Dublin Ethernet Aggregation Link. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 5.1 above, then the charges for the Dublin Ethernet Aggregation Link shall be as specified in 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.



# Leased Line Reference Offer

## Annex C

### Service Schedule 012

#### Dublin Ethernet Access Circuits

This Service Schedule is effective from the date of signature of this Leased Line Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Schedule. Words and expressions have the meanings give in Annex A.

1.2 The document(s) referenced in this Agreement that is contractually binding:

- a). Wholesale Dublin Ethernet Access Product Description ("Dublin Ethernet Product Description")

The controlling document is latest version of the above titled document published on eircom's website in accordance with the Publication Requirements..

1.3 The following document(s) referenced in this Agreement sets the procedures and standards for operation, but are non-contractual:

- a. Wholesale Regional and Dublin Ethernet Access Inter-Operator Process Manual ("Dublin Ethernet IPM")

All references are to the latest version published on eircom's website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2. Description of Service

2.1 Service shall consist of a Dublin Ethernet Access Circuit as specified by the Operator in its order; available bandwidths are as specified from time to time in the Dublin Ethernet Product Description and the charging principles set out in the eircom Network Price List.

2.2 The provisioning, operation and maintenance of Dublin Ethernet Access Circuits and will be governed by the Dublin Ethernet IPM.

2.3 The requirements for ordering a Dublin Ethernet Access Circuit shall be as set out in the Dublin Ethernet Product Description and/or Dublin Ethernet IPM. Subject to the requirements of the Dublin Ethernet Product Description, the ordering procedures for the Dublin Ethernet Access Circuits and shall follow the Dublin Ethernet IPM.

2.4 Dublin Ethernet Access Circuits must be ordered on a nominated Dublin Ethernet Aggregation Link. The terms and conditions for Dublin Ethernet Aggregation Links are set out in Service Schedule 011.

2.5 In the event that the order for the Dublin Ethernet Access Circuit does not satisfy the requirements set out in the Dublin Ethernet Product Description and/or Dublin Ethernet IPM or the requirements of Service Schedule 011, the order for the Dublin Ethernet Access Circuit will be rejected.

## Leased Line Reference Offer

- 2.6 Use of the Dublin Ethernet Access Circuit may be restricted by eircom in accordance with applicable law or regulation.
- 2.7 The Operator agrees that from time to time it may be necessary for eircom to temporarily suspend service on the Dublin Ethernet Access Circuit(s) during periods of repair, essential maintenance or alteration or improvement to eircom's electronic communications network. Where possible eircom will give the Operator at least five (5) Working Days notice prior to such suspension and eircom will restore service as soon as possible after such suspension.
- 2.8 Dublin Ethernet Access is a transition wholesale access service offered in advance of eircom's next generation ethernet access services. When eircom introduces the next generation ethernet access services, the following conditions shall apply:
- i). eircom shall provide three month's written notice in advance of the introduction of such services;
  - ii). eircom shall not be required to provide the current Dublin Ethernet Access Service beyond the date notified;
  - iii). The Operator shall be required to sign new terms and conditions for the next generation Ethernet access services;
  - vii) If the Operator chooses to avail of the new equivalent of the Dublin Ethernet Access Circuit Service, the Operator should receive credit for the period of the existing services towards any new minimum term;
  - v). If the Operator chooses to not to avail of the new equivalent of the Dublin Ethernet Access Circuit Service, the remaining minimum term for any Dublin Ethernet Access Circuits shall be waived.

### **3. Time Frame for Delivery**

- 3.1 Provision of these services shall be in accordance with the time frames set out in the Dublin Ethernet IPM.

### **4. Dublin Ethernet Access Circuit Charging**

- 4.1 The charges and/or charging principles for Dublin Ethernet Access Circuits are as set out in the eircom Network Price List.
- 4.2 All Dublin Ethernet Access Circuits are subject to survey. In the event that an Operator places an order following the survey, the charges for the survey will be deducted from the fees relating to connection. In the event the Operator does not place an order following the survey, eircom shall be entitled to invoice the Operator for the full charges relating to the survey.
- 4.3 eircom shall be entitled to invoice the Operator and the Operator shall be obligated to pay for a Dublin Ethernet Access Circuit from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Delivery Date. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the eircom Network Price List.
- 4.4 In the event the Operator cancels an order for a Dublin Ethernet Access Circuit following order validation and prior to the Commencement Date for Charging, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List.

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- 4.5 The Operator shall be liable for charges associated with the minimum period of service for a Dublin Ethernet Access Circuit set out in Clause 4 in the event that the Operator issues a termination request in respect of a Dublin Ethernet Access Circuit that would take effect prior to the expiry of the minimum period of service.
- 4.6 In the event that a Dublin Ethernet Access Circuit is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Dublin Ethernet Access Circuit shall cease from the date of conversion and the charging for the new Dublin Ethernet Access Circuit shall commence from that same date except as set out in Clause 4.4.

### **5 Term**

- 5.1 The minimum period of service for any Dublin Ethernet Access Circuit shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice.

Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 5.1 above, then the charges for the Dublin Ethernet Access Circuit shall be as specified in 4.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

- 5.3 Where the Operator requests to upgrade the Dublin Ethernet Access Circuit to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded Dublin Ethernet Access Circuit. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 4.4 above shall be waived.
- 5.4 Where the Operator requests to downgrade the Dublin Ethernet Access Circuit to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded Dublin Ethernet Access Circuit. If the downgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 4.4 above shall apply to the original Dublin Ethernet Access Circuit.

# Leased Line Reference Offer

## Annex C

### Service Schedule 013

#### Wholesale Ethernet Interconnect Links

This Service Schedule is effective from the date of signature of this Leased Line Agreement and/or any Amendment thereto and shall remain in effect until amended following agreement of the Parties or following determination by the National Regulator.

#### 1. Definitions

- 1.1 In this Schedule, a reference to a paragraph or Appendix, unless stated otherwise, is to a paragraph or Appendix A of this Schedule. Words and expressions have the meaning given in Annex A.

**“Ethernet  
Interconnect  
Link  
Locations  
or WEIL Locations”**

means the eircom exchanges set out in the Wholesale Ethernet Interconnect Product Description from which the Operator may avail of Ethernet Interconnect Links.

- 1.2 The document(s) referenced in this Service Schedule that is contractually binding:
- a. Wholesale Ethernet Interconnect Link Product Description (“WEIL Product Description”)
  - b. Service Level Agreement for Wholesale Ethernet Interconnect Links (“WEIL SLA”)

The controlling document is the latest version of the above titled document published on eircom’s website in accordance with the Publication Requirements.

- 1.3 The following document(s) referenced in the Service Schedules that set the procedures and standards for operation, but are non-contractual:
- a. Wholesale Ethernet Interconnect Link Process Manual (“WEIL IPM”),

All references are to the latest version published on eircom’s website as agreed with the National Regulator with industry input in respect of developments and /or changes.

- 1.4 The remainder of this Service Schedule is separated in the following distinct sections:
- Section A – Customer Sited Handover Wholesale Ethernet Interconnect Link (“CSH WEIL”)
  - Section B – In-Span Handover Wholesale Ethernet Interconnect Link (“ISH WEIL”)
  - Section C – In-Building Handover Wholesale Ethernet Interconnect Link (“IBH WEIL”)
  - Section D -- Edge Node Handover Wholesale Ethernet Interconnect Link (“ENH WEIL”)

# Leased Line Reference Offer

## **Section A Customer Sited Handover Wholesale Ethernet Interconnect Links ("CSH WEIL)**

### **2. Description of Service**

- 2.1 Subject to the provisions of this Schedule, eircom shall provide CSH WEILs as specified from time to time in the WEIL Product Description and the eircom Network Price List.
- 2.2 eircom shall provide and maintain the CSH WEIL(s) between the Operator nominated point of presence and the WEIL Location(s).
- 2.3 eircom shall install its fibre and terminating equipment at the Operator premises at a physical location in accordance with the WEIL Product Description.
- 2.4 Ordering, forecasting, and provisioning procedures are specified in the WEIL IPM. The procedures for cancellation, cessation and/or termination of CSH WEIL(s) are as set out in the WEIL IPM. Operator requests for cancellation, cessation and/or termination of CSH WEIL(s) may impact and disrupt eircom's ability to provide services for dependent Wholesale Symmetrical Ethernet Access. eircom shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 2.5 Wholesale Symmetrical Ethernet Access using a CSH WEIL shall be subject to Service Schedule 114 of the Leased Line Agreement.

### **3. Time Frames for Delivery**

- 3.1 Provision of these services shall be in accordance with the WEIL SLA published on eircom's website.

### **4. CSH WEIL Charging**

- 4.1 The charges and/or charging principles for CSH WEIL(s) are as set out in the eircom Network Price List.
- 4.2 eircom shall be entitled to invoice an Operator for the CSH WEIL(s) from the Commencement Date of Charging. Commencement Date of Charging for CSH WEIL(s) is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the eircom Network Price List.
- 4.3 In the event the Operator cancels an order for a CSH WEIL prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List.
- 4.4 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.

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### **5. Term**

- 5.1 The minimum period of service for any CSH WEIL shall be twelve (12) months commencing on the Commencement of Charging Date.
- 5.2 Each additional CSH WEIL shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement of Charging Date.
- 5.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice.

For the avoidance of doubt, the Operator shall ensure that all dependent Wholesale Symmetrical Ethernet Access products are ceased prior to the termination of an CSH WEIL. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 5.1 above, then the charges for the CSH WEIL shall be as specified in 4.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

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## **Section B In-Span Handover Wholesale Ethernet Interconnect Link ("ISH WEIL")**

### **6. Description of Service**

- 6.1 Subject to the provisions of this Schedule, eircom shall provide ISH WEIL(s) as specified from time to time in the WEIL Product Description and the eircom Network Price List.
- 6.2 The Operator shall construct and maintain the transmission medium from their network to a point close to the WEIL Location. eircom will connect with similar medium to this location in order to complete end to end connection between the two networks.
- 6.3 eircom shall provide the connection to each point of handover that is provided by the Operator located between the eircom nominated WEIL Location and the Operator's premises as set out in the WEIL Product Description.
- 6.4 The point of handover is as set out in the WEIL Product Description. The Operator undertakes and agrees to comply with equipment, network and distance specifications and/or limitations as set out in the WEIL Product Description.
- 6.5 The Parties agree that network ownership and obligations shall be as set out in the WEIL Product Description.
- 6.6 Ordering, forecasting, and provisioning procedures are specified in the WEIL IPM. The procedures for cancellation, cessation and/or termination of ISH WEIL(s) are as set out in the WEIL IPM. Operator requests for cancellation, cessation and/or termination of ISH WEIL(s) may impact and disrupt eircom's ability to provide services for dependent Wholesale Symmetrical Ethernet Access.. eircom shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 6.7 Wholesale Symmetrical Ethernet Access using an ISH WEIL shall be subject to Service Schedule 014 of the Leased Line Agreement.

### **7. Time Frames for Delivery**

- 7.1 Provision of these services shall be in accordance with the WEIL SLA published on eircom's website.

### **8 ISH WEIL Charging**

- 8.1 The charges and/or charging principles for ISH WEIL(s) are as set out in the eircom Network Price List.
- 8.2 eircom shall be entitled to invoice an Operator for the ISH WEIL(s) from the Commencement Date of Charging. Commencement Date of Charging for ISH WEIL(s) is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the eircom Network Price List.
- 8.3 In the event the Operator cancels an order for an ISH WEIL prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List.
- 8.4 The Operator shall be liable for the charges associated with the minimum period of

## Leased Line Reference Offer

service set out in Clause 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.

### **9. Term**

- 9.1 The minimum period of service for any ISH WEIL shall be twelve (12) months commencing on the Commencement of Charging Date.
- 9.2 Each additional ISH WEIL shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement of Charging Date.
- 9.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice. For the avoidance of doubt, the Operator shall ensure that all dependent Wholesale Symmetrical Ethernet Access products are ceased prior to the termination of an ISH WEIL. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 9.1 above, then the charges for the ISH WEIL shall be as specified in 8.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.



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### **Section C In-Building Handover Wholesale Interconnect Link ("IBH WEIL")**

#### **10. Description of Service**

- 10.1 Subject to the provisions of this Schedule, eircom shall provide IBH WEILs as specified from time to time in the WEIL Product Description and the eircom Network Price List.
- 10.2 As a condition precedent to IBH WEIL, the Operator must have an existing, valid Licence for Physical Co-location for purposes of Local Loop Unbundling at the requested WEIL Location.
- 10.3 Orders for WEIL IBH shall be treated as Specified Regulated Products as that term is defined in the Operator's Licence for Physical Co-location. Accordingly, provided the Operator has a valid Licence for the Site, the Operator shall not be required to execute a Deed of Variation to be entitled to use its footprint for purposes of the WEIL IBH service.
- 10.4 The point of handover and method of delivery are as set out in the WEIL Product Description. The Operator undertakes and agrees to comply with equipment and, network specifications as set out in the WEIL Product Description.
- 10.5 The Parties agree that network ownership and obligations shall be as set out in the WEIL Product Description.
- 10.6 Ordering, forecasting, and provisioning procedures are specified in the WEIL IPM. The procedures for cancellation, cessation and/or termination of IBH WEIL(s) are as set out in the WEIL IPM. Operator requests for cancellation, cessation and/or termination of WEIL(s) may impact and disrupt eircom's ability to provide services for dependent Wholesale Symmetrical Ethernet Access.. eircom shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 10.7 Wholesale Symmetrical Ethernet Access using an IBH WEIL shall be subject to Service Schedule 014 of the Leased Line Agreement.
- 10.8 The Operator shall only be entitled to use an IBH WEIL for purposes of Ethernet backhaul to support the Leased Line Services available in this Agreement. The Operator shall be in material breach of this Agreement in the event it uses an IBH WEIL for any other purpose.

#### **11. Time Frames for Delivery**

- 11.1 Provision of these services shall be in accordance with the WEIL SLA published on eircom's website.

#### **12 IBH WEIL Charging**

- 12.1 The charges and/or charging principles for IBH WEIL(s) are as set out in the eircom Network Price List and/or the ARO Price List.
- 12.2 eircom shall be entitled to invoice an Operator for the IBH WEIL(s) from the Commencement Date of Charging. Commencement Date of Charging for IBH WEIL(s) is the Actual Date of Delivery. Rental charges shall be payable monthly in

## Leased Line Reference Offer

advance and any other charges shall be payable as set out in the eircom Network Price List and/or the ARO Price List.

- 12.3 In the event the Operator cancels an order for an IBH WEIL prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List and/or the ARO Price List.
- 12.4 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 13 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.
- 12.5 Any revisions to the charges relating to the Licence will be captured in the Deed of Variation for a particular site.

### **13. Term**

- 13.1 The minimum period of service for any IBH WEIL shall be twelve (12) months commencing on the Commencement of Charging Date.
- 13.2 Each additional IBH WEIL shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement of Charging Date.
- 13.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice.

For the avoidance of doubt, the Operator shall ensure that all dependent Wholesale Symmetrical Ethernet Access products are ceased prior to the termination of an IBH WEIL. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 13.1 above, then the charges for the IBH WEIL shall be as specified in 12.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

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### **Section D Edge Node Handover Wholesale Ethernet Interconnect Link ("ENH WEIL")**

#### **14. Description of Service**

- 14.1 Subject to the provisions of this Schedule, eircom shall provide ENH WEILs as specified from time to time in the WEIL Product Description and the eircom Network Price List.
- 14.2 As a condition precedent to the ENH WEIL, the Operator must have the infrastructure required by the WEIL Product Description installed and commissioned on the designated Operator site.
- 14.3 The point of handover is as set out in the WEIL Product Description.
- 14.4 The Parties agree that network ownership and obligations shall be as set out in the WEIL Product Description.
- 14.5 The Operator shall ensure that eircom is granted access to the Site for purposes of survey, installation, maintenance and repair. Any failure by the Operator to comply with this term may result in the suspension of eircom's obligations under this Agreement. The Operator shall also ensure that eircom is afforded access to the site in the event of termination of this service for purposes of recovering its equipment located on the site.
- 14.6 Ordering, forecasting, and provisioning procedures are specified in the ENH WEIL IPM. The procedures for cancellation, cessation and/or termination of ENH WEIL(s) are as set out in the WEIL IPM. The financial liabilities for cancellation, cessation or termination are as specified in Clause 16 of this Service Schedule. Operator requests for cancellation, cessation and/or termination of ENH WEIL(s) may impact and disrupt eircom's ability to provide services for dependent Wholesale Symmetrical Ethernet Access. Eircom shall not be liable for any provision of service or quality service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 14.7 Wholesale Symmetrical Ethernet Access using ENH WEIL shall be subject to Service Schedule 014 of this Leased Line Agreement.

#### **15. Timeframes for Delivery**

- 15.1 Provision of these services shall be as follows:
- i. Time frames for the required infrastructure will be advised in the Quotation for Infrastructure Build, and
  - ii. Timeframes for the delivery of ENH WEIL delivered from the infrastructure will be as per the WEIL SLA.

#### **16. ENH WEIL Charging**

- 16.1 The charges and/or charging principles for ENH WEIL(s) are as set out in the eircom Network Price List.
- 16.2 eircom shall be entitled to invoice the Operator for each stage of provision of this service as follows:
- (i) upon acceptance by the Operator in writing of a Quotation for Infrastructure Build and the placement of the Provide Infrastructure Build order. eircom

## Leased Line Reference Offer

shall not be obliged to commence delivery until payment in full of that invoice has been received.

- (ii) upon the Commencement Date of Charging for the ENH WEIL(s). The Commencement Date of Charging for ENH WEIL from the infrastructure is the Actual Date of Delivery.
- (iii) Rental Charges for the infrastructure and ENH WEIL(s) shall be payable monthly in advance and any other charges shall be payable as set out in the eircom Network Price List.

16.3 The charges applicable in respect of any cancellation at each stage of the provision are as follows;

- (i) Provide Infrastructure Build orders may be cancelled at any time following payment. However, the Operator shall be liable for any costs eircom may have incurred up to the point of cancellation including any remediation costs eircom may incur due to the cancellation;
- (ii) Orders for ENH WEIL delivery cancelled following order validation and prior to the Commencement Date of Charging, shall be subject to an invoice for the connection charges as set out in the eircom Network Price List.

16.4 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 17 in the event it issues a termination request that would take effect prior to the expiry of the minimum period of service.

### 17. Term

17.1 The minimum period of service for any infrastructure required at an Operator site shall be either three (3) or five (5) years commencing on the Commencement Date of Charging. The Operator shall elect the period of the minimum term to apply to the infrastructure at the time of order (PIB).

17.2 The minimum period of service for any ENH WEIL shall be twelve (12) months commencing on the Commencement Date of Charging.

17.3 Each additional ENH WEIL order shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement Date of Charging.

17.4 In the event of termination of the infrastructure at the Operator's site, the Operator shall give eircom at least three month's notice in writing, expiring on the last day of the calendar month following that in which notice is given. For the avoidance of doubt, the Operator shall ensure that all dependent ENH WEILs are ceased prior to the termination of the infrastructure. Where such termination takes effect prior to the expiry of the minimum period of service specified in Clause 17.1 above, then the Operator shall be liable for charges until the later of:

- i. The expiry of the minimum term, or
- ii. The expiry of the notice period.

Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

17.5 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice. For the avoidance of doubt, the Operator shall ensure that all dependent Wholesale Symmetrical Ethernet Access products are ceased prior to the request to terminate of an ENH WEIL. Where such termination requires takes effect prior to the expiry of the minimum period of service specified in clause 17.2 above, then the charges for the ENH WEIL shall be as specified in Clause 16.4 above. Where notice is given which

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expires after the minimum period of service, charging shall cease on the last day of the notice period.

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## Annex C

### Service Schedule 014

#### Wholesale Symmetrical Ethernet Access

This Service Schedule is effective from the date of signature of this Leased Line Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Schedule. Words and expressions have the meanings give in Annex A

1.2 The document(s) referenced in this Agreement that is contractually binding:

- a). Wholesale Symmetrical Ethernet Access Product Description (“Wholesale Symmetrical Ethernet Access Product Description”)
- b). Service Level Agreement for Wholesale Symmetrical Ethernet Access (“Wholesale Symmetrical Ethernet Access SLA”)

The controlling document is the latest version of the above titled document published on eircom’s website in accordance with the Publication Requirements.

1.3 The following document(s) referenced in this Agreement sets the procedures and standards for operation, but are non-contractual:

- a. Wholesale Symmetrical Ethernet Access Inter-Operator Process Manual (“Wholesale Symmetrical Ethernet Access IPM”)

All references are to the latest version published on eircom’s website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2. Description of Service

2.1 Subject to the provisions of this Schedule, eircom shall provide the Wholesale Symmetrical Ethernet Access as specified from time to time in the Wholesale Symmetrical Ethernet Access Product Description and the eircom Network Price List.

2.2 The provisioning, operation and maintenance of Wholesale Symmetrical Ethernet Access will be governed by the Wholesale Symmetrical Ethernet Access IPM.

2.3 The requirements for ordering a Wholesale Symmetrical Ethernet Access circuit shall be as set out in the Wholesale Symmetrical Ethernet Access Product Description and/or Wholesale Symmetrical Ethernet Access IPM. Subject to the requirements of the Wholesale Symmetrical Ethernet Access Product Description, the ordering procedures for the Wholesale Symmetrical Ethernet Access circuits shall follow the Wholesale Symmetrical Ethernet Access IPM

2.4 Wholesale Symmetrical Ethernet Access circuits must be ordered and associated with a nominated Operator’s Ethernet Interconnect Link. The terms and conditions for Ethernet Interconnect Links are set out in Service Schedule 013.

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- 2.5 In the event that the order for the Wholesale Symmetrical Ethernet Access circuit does not satisfy the requirements set out in the Wholesale Symmetrical Ethernet Access Product Description and/or Wholesale Symmetrical Ethernet Access IPM or the requirements of Service Schedule 013, the order for the Wholesale Symmetrical Ethernet Access circuit will be rejected.
- 2.6 Use of the Wholesale Symmetrical Ethernet Access may be restricted by eircom in accordance with applicable law or regulation.
- 2.7 The Operator agrees that from time to time it may be necessary for eircom to temporarily suspend service on the Wholesale Symmetrical Ethernet Access service during periods of repair, essential maintenance or alteration or improvement to eircom's electronic communications network. Where possible eircom will give the Operator at least five (5) Working Days notice prior to such suspension and eircom will restore service as soon as possible after such suspension.
- 2.8 Orders for WSEA IBH shall be treated as Specified Regulated Products as that term is defined in the Operator's Licence for Physical Co-location. Accordingly, provided the Operator has a valid Licence for the Site, the Operator shall not be required to execute a Deed of Variation to be entitled to use its footprint for purposes of the WSEA IBH service.

### **3. Time Frame for Delivery**

- 3.1 Provision of this service shall be in accordance with the Wholesale Symmetrical Ethernet Access SLA published on the eircom's website.

### **4. Wholesale Symmetrical Ethernet Access Charging**

- 4.1 The charges and/or charging principles for Wholesale Symmetrical Ethernet Access are as set out in the eircom Network Price List.
- 4.2 eircom shall be entitled to invoice the Operator and the Operator shall be obligated to pay for a Wholesale Symmetrical Ethernet Access circuit from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Date of Delivery. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the eircom Network Price List
- 4.3 In the event the Operator cancels an order for a Wholesale Symmetrical Ethernet Access circuit prior to the Commencement Date for Charging, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List.
- 4.4 The Operator shall be liable for charges associated with the minimum period of service for a Wholesale Symmetrical Ethernet Access circuit set out in Clause 5 in the event that the Operator issues a termination request in respect of a Wholesale Symmetrical Ethernet Access circuit that would take effect prior to the expiry of the minimum period of service.
- 4.5 In the event that a Wholesale Symmetrical Ethernet Access circuit is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Wholesale Symmetrical Ethernet Access circuit shall cease from the date of conversion and the charging for the new Wholesale Symmetrical Ethernet Access circuit shall commence from that same date except as set out in Clause 5.4.

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### 5 Term

5.1 The minimum period of service for any Wholesale Symmetrical Ethernet Access circuit shall be twelve (12) months commencing on the Commencement Date of Charging

5.2 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice.

Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 5.1 above, then the charges for the Wholesale Symmetrical Ethernet Access circuit shall be as specified in 4.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

5.3 Where the Operator requests to upgrade the Wholesale Symmetrical Ethernet Access circuit to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded Wholesale Symmetrical Ethernet Access circuit. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 4.4 above shall be waived.

5.4 Where the Operator requests to downgrade the Wholesale Symmetrical Ethernet Access circuit to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded Wholesale Symmetrical Ethernet Access circuit. If the downgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 4.4 above shall apply to the original Wholesale Symmetrical Ethernet Access circuit.



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## Annex C

### Service Schedule 015

#### Wholesale LLU Backhaul Service

This Service Schedule is effective from the date of signature of this Leased Line Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Schedule. Words and expressions have the meanings give in Annex A

1.2 The document(s) referenced in this Agreement that is contractually binding:

- a). Wholesale LLU Backhaul Product Description (“LLU Backhaul Product Description”)
- b). Service Level Agreement for Wholesale LLU Backhaul (“LLU Backhaul SLA”)

The controlling document is the latest version of the above titled document published on eircom’s website in accordance with the Publication Requirements.

1.3 The following document(s) referenced in this Agreement sets the procedures and standards for operation, but are non-contractual:

- a. Wholesale LLU Backhaul Inter-Operator Process Manual (“LLU Backhaul IPM”)

All references are to the latest version published on eircom’s website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2. Description of Service

2.1 Subject to the provisions of this Schedule, eircom shall provide the Wholesale LLU Backhaul Service as specified from time to time in the LLU Backhaul Product Description and the eircom Network Price List.

2.2. As a condition precedent to Wholesale LLU Backhaul Service, the Operator must have an existing, valid Licence for Physical Co-location for purposes of Local Loop Unbundling at the exchanges it wishes to have Wholesale LLU Backhaul circuits delivered.

2.3 The provisioning, operation and maintenance of Wholesale LLU Backhaul Service will be governed by the LLU Backhaul IPM.

2.4 The requirements for ordering Wholesale LLU Backhaul shall be as set out in the LLU Backhaul Product Description and/or LLU Backhaul IPM. Subject to the requirements of the LLU Backhaul Product Description, the ordering procedures for the LLU Backhaul circuits shall follow the LLU Backhaul IPM

2.5 In the event that the order for the LLU Backhaul circuit does not satisfy the requirements set out in the LLU Backhaul Product Description and/or LLU Backhaul

## Leased Line Reference Offer

IPM or the requirements of Clause 2.2, the order for the Wholesale LLU Backhaul circuit will be rejected.

- 2.6 Use of the LLU Backhaul Service may be restricted by eircom in accordance with applicable law or regulation.
- 2.7 The Operator agrees that from time to time it may be necessary for eircom to temporarily suspend service on the LLU Backhaul Service during periods of repair, essential maintenance or alteration or improvement to eircom's electronic communications network. Where possible eircom will give the Operator at least five (5) Working Days notice prior to such suspension and eircom will restore service as soon as possible after such suspension.

### **3. Time Frame for Delivery**

- 3.1 Provision of this service shall be in accordance with the LLU Backhaul SLA published on the eircom's website.

### **4. Wholesale LLU Backhaul Charging**

- 4.1 The charges and/or charging principles for Wholesale LLU Backhaul Service are as set out in the eircom Network Price List.
- 4.2 eircom shall be entitled to invoice the Operator and the Operator shall be obligated to pay for a Wholesale LLU Backhaul circuit from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Date of Delivery. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the eircom Network Price List
- 4.3 In the event the Operator cancels an order for a Wholesale LLU Backhaul circuit prior to the Commencement Date for Charging, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List.
- 4.4 The Operator shall be liable for charges associated with the minimum period of service for a Wholesale LLU Backhaul circuit set out in Clause 5 in the event that the Operator issues a termination request in respect of a Wholesale LLU Backhaul circuit that would take effect prior to the expiry of the minimum period of service.
- 4.5 In the event that a Wholesale LLU Backhaul circuit is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Wholesale LLU Backhaul circuit shall cease from the date of conversion and the charging for the new Wholesale LLU Backhaul circuit shall commence from that same date except as set out in Clause 5.4.

### **5 Term**

- 5.1 The minimum period of service for any Wholesale LLU Backhaul circuit shall be thirty-six (36) months commencing on the Commencement Date of Charging
- 5.2 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 5.1 above, then the charges for the Wholesale LLU Backhaul circuit shall be as specified in 4.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

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- 5.3 Where the Operator requests to upgrade the Wholesale LLU Backhaul circuit to a higher available bandwidth and such request is delivered, no new minimum period will apply to the upgraded Wholesale LLU Backhaul circuit. If the upgrade request takes effect prior to the expiry of the minimum period of service, the Operator shall be liable for the new charges for the remainder of the original term as set out in Clause 5.1 at the price associated with the upgrade.
- 5.4 Where the Operator requests to downgrade the Wholesale LLU Backhaul circuit to a lower available bandwidth and such request is delivered, no new minimum period will apply to the downgraded Wholesale LLU Backhaul circuit. If the downgrade request takes effect prior to the expiry of the minimum period of service, the Operator shall be liable for the remainder of the original terms as set out in clause 5.1 at the charges associated with the original Wholesale LLU Backhaul circuit.

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## Annex C

### Service Schedule 016 1Gb/s & 10Gb/s Wholesale Un-contended Product

This Service Schedule is effective from the date of signature of this Leased Line Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 2. Definitions

- 1.1 In this Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Schedule. Words and expressions have the meanings give in Annex A, except as shown below:

**“Wholesale  
Un-contended  
Product or  
WUP”**

means the telecommunications facility which enables an Operator to provide dedicated connectivity from one Operator nominated point to another via a physical 1/10 Gb/s fibre circuit. as described in the 1 Gb/s & 10Gb/s Wholesale Un-contended Product.

- 1.2 The documents referenced in this Service Schedule that is contractually binding:
- a. 1 Gb/s & 10Gb/s Wholesale Un-contended Product (“WUP Product Description”)
  - b. 1 Gb/s & 10Gb/s Wholesale Un-contended Product Service Level Agreement (“WUP SLA”)
  - c. Wholesale Un-contended Product Order Request Form (“Order Form”)

The controlling document is the latest version of the above titled document published on eircom’s website in accordance with the Publication Requirements.

- 1.3 The following document(s) referenced in this Service Schedule sets the procedures and standards for operation, but are non-contractual:

1 Gb/s & 10 Gb/s Wholesale Un-contended Inter Operator Process Manual (“WUP IPM”)

All references are to the latest version published on eircom’s website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2. Description of Service

- 2.1 Service shall consist of a Wholesale Un-contended Product(s) as specified by the Operator in its Order Form; available bandwidths are as specified from time to time in the Product Description.

#### 3. Conditions of Service

- 3.1 The provisioning and maintenance of Wholesale Un-contended Product will be governed by the WUP IPM.
- 3.2 The Wholesale Un-contended Product shall be provided to the Operator in

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accordance with the provisioning processes outlined in the WUP IPM.

- 3.3 The provision and service availability of Wholesale Un-contended Product shall be subject to the WUP SLA.
- 3.4 It is technically impracticable to provide a fault-free Service and eircom does not undertake to do so. The level of service availability is set out in the WUP SLA.
- 3.5 The Operator agrees that from time to time it may be necessary for eircom to temporarily suspend Service on Wholesale Un-contended Product(s) during periods of repair, essential maintenance or alteration or improvement to eircom's Network.
- 3.6 Where possible eircom will give the Operator at least five (5) Working Days notice prior to such suspension of service on Wholesale Un-contended Product(s) or as soon as possible after such temporary suspension.
- 3.7 Use of the Un-contended Product may be restricted by eircom in accordance with applicable law or regulation.
- 3.8 The Operator shall report a fault in accordance with the procedures set out in the WUP IPM.

### **4. Wholesale Un-contended Product Charging**

- 4.1 eircom shall confirm the charges to apply to each order for the Wholesale Un-contended Product.
- 4.2 eircom shall be entitled to invoice the Operator and the Operator shall be obligated to pay for a Wholesale Un-contended Product from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Delivery Date. Rental charges shall be payable monthly in advance.
- 4.3 In the event the Operator cancels an order for a Wholesale Un-contended Product following order validation and prior to the Commencement Date for Charging, eircom shall be entitled to invoice the Operator for the Connection Charges.
- 4.4 The Operator shall be liable for charges associated with the minimum period of service set out in Clause 5 in the event that the Operator issues a termination request that would take effect prior to the expiry of the minimum period of service.
- 4.5 In the event that a Wholesale Un-contended Product is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Wholesale Un-contended Product shall cease from the date of conversion and the charging for the new Wholesale Un-contended Product shall commence from that same date except as set out in Clause 5.4.

### **5 Term**

- 5.1 The minimum period of service for any Wholesale Un-contended Product shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 In the event that the termination of a Wholesale Un-contended Product is required, the Operator shall give to eircom in writing at least seven (7) calendar days. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 5.1 above, then the charges for the Wholesale Un-contended Product shall be as specified in 4.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

## Leased Line Reference Offer

- 5.3 Where the Operator requests to upgrade the Wholesale Un-contended Product to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded Wholesale Un-contended Product. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 4.4 above shall be waived.
- 5.4 Where the Operator requests to downgrade the Wholesale Un-contended Product to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded Leased Line. If the downgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at 4.4 above shall apply to the original Wholesale\_Un-contended Product.