



Subject to Contract/Contract Denied

Agreement

Between

open eir Limited

And

XXXXXXX

for the Provision of

LLU Premium Repair Service

Version 1.0
October 2015

Document Control

Revision History

Version	Date	Revised by	Revision Details
1.0	11 th . June 2012	eircom Ltd.	Final
1.0	1 st . July 2015	eircom Ltd	
1.0	October 2015	open eir	<i>Rebranded</i>

Associated Documents

Title	Location
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F9 to update table of contents – highlight table of contents first

Table of Contents

Document Control	2
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Table of Figures

No table of figures entries found.

List of Tables

No table of figures entries found.

THIS Agreement is made on xxxx day of xxxx

Between

open eir Limited having its Branch Address at 1 Heuston South Quarter, St. John's Road, Dublin 8 (hereinafter referred to as "open eir")

And

xxxxxxx, registered Ireland under company number xxxxxx and having its registered office at (hereinafter referred to as "the Operator" or "Operator")

Together referred to as the "Parties" and individually as the "Party."

1. Introduction

WHEREAS:

- (a) open eir has agreed to provide this commercial agreement to facilitate the premium repair for Unbundled Local Metallic Path services provided under open eir's Access Reference Offer ("ARO").
- (b) The Parties have agreed to enter into the commercial terms of this Agreement to govern the LLU Premium Repair Service provided hereunder.

2. Definitions and Interpretations

2.1 In this Agreement, except if the context requires otherwise, words and expressions are as defined herein:

"LLU Premium Repair

Service" means the Unbundled Local Metallic Path services. Unbundled Local Metallic Path is available through open eir's Access Reference Offer and is subject to the terms and conditions of the Access Agreement signed between the parties..

2.2 open eir shall provide the LLU Premium Repair Service in accordance with the open eir LLU Premium Repair Service Product Description ("LLU Premium Repair Product Description") and LLU Premium Repair Service Process Manual ("LLU Premium Repair IPM"). The controlling document is the latest version of the above titled document(s) published on open eir's website.

2.3 The published version(s) of the LLU Premium Repair Product Description sets out the contractually binding service agreed between the Parties.

2.4 In the event of any conflict between this LLU Premium Repair Service Agreement (“Agreement”) and the Access Agreement this Agreement shall take precedence. Otherwise, the Access Agreement shall be binding upon Unbundled Local Metallic Path (“ULMP”) service.

2.5 This Agreement supersedes and replaces the standard Service Level Agreement for ULMP under the Access Agreement only for those lines committed. In the event of any conflict between this Agreement and the standard service level agreements, this Agreement shall govern.

3. Terms and Conditions of Migration Services

3.1 The Operator must have a valid, active Access Agreement in order to be eligible for the LLU Premium Repair Services.

3.2 The Operator shall be obliged to comply with its obligations in respect of the LLU Premium Repair Services.

3.3 Fault reporting and management shall be as set out in the LLU Premium Repair IPM.

4. Charges, Billing and Payment

4.1 The charges applicable to the LLU Premium Repair Services are set out in the LLU Premium Repair Product Description.

4.2. open eir will notify the Operator in writing at least twenty one days in advance of any price change. Changes to the prices will be effective through notification and will not be subject to the requirements of the Clause 7, Amendments, of this Agreement.

4.3 open eir will invoice the Operator for the LLU Premium Repair Service on the product invoice. Accordingly, charges for ULMP will appear on the Access Agreement invoice.

4.4 Payment due dates for the LLU Premium Repair Service shall be in accordance with the terms and conditions of the Interconnect and Access Agreements respectively.

4.5 open eir shall be entitled to invoice the Operator for the difference between the actual invoiced amounts and the minimum contract spend at the end of each contract anniversary.



4.6 All disputes, including billing and payment disputes, shall be governed by the terms of the Access Agreement.

5 Payment of Penalties

5.1 Any performance penalties payable under this agreement shall be paid as set out in the LLU Premium Repair Product Description

6 Term and Termination

6.1 This Agreement shall commence on the date hereof and shall remain in full force and effect unless terminated by either Party in line with the provisions of this Agreement.

6.2 In event that open eir withdraws the provision of the LLU Premium Repair Service as set out in this Agreement, open eir shall provide the Operator with thirty (30) days written notice of its intent to terminate this Agreement. In the event of such termination, the standard service level agreements shall apply.

6.3 In the event that open eir terminates the Access Agreement, open eir shall be entitled to terminate this Agreement forthwith.

6.4 Either Party may terminate this Agreement by providing a minimum of ninety (90) days written notice of its intent to the other Party.

7 Amendments

7.1 Amendments and supplements to this Agreement, excluding changes to the LLU Premium Repair Product Descriptions and prices set out in Clause 4, shall in order for them to be valid, have been drawn up in writing, dated and signed by both Parties. Such amendments and supplements shall not affect the validity or enforceability of any of the provisions of this Agreement, which have not been so amended or supplemented.

8 Governing Law

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