



open eir Prioritised Repair Service LLU Product Description

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Document Control

Revision History

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Associated Documents

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1 Introduction

This document outlines the product description for the open eir Prioritised Repair Service for LLU (Local Loop Unbundling).

The standard LLU service level agreement offers a fault repair time of 3 Working Days without the Access Seeker (AS) test results and 2 Working Days with AS test results.

The Prioritised Repair service level agreement offers a fault repair time of 1 Working Day for ULMP (Unbundled Local Metallic Path)¹. AS test results are required to avail of the prioritised repair service for ULMP lines.

The Prioritised Repair service enables operators to offer their customers an enhanced Service Level Agreement (SLA), building on open eir current offering of the standard LLU.

2 Overview

Prioritised Repair enables an AS to identify certain lines as having a higher repair priority than others. The service offers an enhanced SLA target of 90% within 1 Working Day on the lines nominated on the AS's network combined with prompt repair times and associated penalties.

2.1. Key Features

| | Prioritised Repair |
|--|-------------------------------------|
| Report Fault Time (Excl. Bank Holidays) | Mon-Fri 9.00-5.00 |
| Fault Report Mechanism | UG |
| Response Time | N/A |
| Repair Time with AS test results | 1 Working Day. |
| Repair Time without AS test results | Not Available |
| SLA Target | 90% within 1 Working Day. |
| Secondary Reporting Target | Report 99.6% within 3 Working days. |

¹ ULMP includes GLUMP lines. Once a GLUMP path has been delivered all GLUMP faults follow the ULMP Process.

2.2. Key Features

This service is available on ULMP ² lines only.

2.3. Reporting

open eir will produce performance reports, on a quarterly basis, on the number of faults logged and the actual performance against the SLA target. Additionally open eir will report on the number of lines under cover per AS on a monthly basis. These reports will be made available to all Operators who have signed up lines to prioritised repair.

Additionally open eir will report on the fault repair performance with respect to ULMP faults against 99.6% within 3 Working Days. This report will be provided on a quarterly basis.

3 Proposed Pricing & Penalties

| Component | Charge |
|-------------------------------------|---------|
| Once off Set Up Charge per Operator | €10,000 |
| Monthly Charge per Line LLU | €1.98 |

3.1 Proposed Effective Date

1st February 2008

3.2 SLA Schedule

The SLA schedule is set out in the table below. All Performance Targets will apply at an AS level per metric and penalties are not payable for metrics that are achieved.

² ULMP includes GLUMP lines as upon completion of GLUMP service provisioning all faults will be reported/managed using the existing ULMP fault reporting and repair process.

Fault Resolution

| Activity Description | Performance Metric | Performance Target | Penalty |
|--|---|--------------------|--|
| Resolution of LLU Fault Line Test Data Supplied by AS | Repair Time: 1 Working Day from fault acceptance | Target 90% | €18.41 [€16.43+ €1.98] per line out of service per Working Day or part thereof. |

Appendix 1 - Exclusions

Repair

The circuit will be excluded for the purposes of calculating credits if the non-availability arises from or is otherwise caused or contributed to by the following circumstances:

- Where the fault is caused by, third party activities such as cable damage, or gunshot.
- Where the fault is caused by severe weather conditions such as storms, flooding, fire or lightning
- Where a fault occurrence is due to changes in Customer provided apparatus
- Where the fault is not in the open eir network i.e. Operator non-fault
- Where a fault is reported and no fault is detected when the service is tested from end to end.
- Any period of scheduled outages notified to the Operator in accordance with the planned works procedure
- A failure by the Operator or its customer to allow access to premises or equipment when requested
- The Operator or its customer failing to operate the service in accordance with open eir terms and conditions for the provision of the service
- A failure of the customer to report the fault in accordance with the fault reporting procedures.

Appendix 2 - Guidelines for Payment of Penalty Credit

- Open eir shall provide AS's with penalty statements one month in arrears of the previous quarter, with the statement being reconciled between the parties during month 3 of the quarter with payment made in the next billing cycle.

- In the event that the Operator is of the opinion that a penalty liability has been incorrectly calculated then a claim must be submitted in writing to:

The Penalty Manager,

open eir.

1 HSQ,

St John's Road,

Dublin 8.

- In case of a query, any supporting documentation must be supplied within ten Working Days of a request by open eir.

- Any adjustment will be remitted by way of credit against the account associated with the claim.

Appendix 3 - Parked Time

Circumstances whereby a fault cannot be progressed on behalf of an Operator, and the fault is parked are outlined as follows; -

- Open eir cannot get co-operation from the Operator with testing the line
- When a fault ticket receives an Unconfirmed Clear status, it will be parked.
- Where an engineer is dispatched and cannot get access to the end user premises
- Where to proceed would result in a health and safety risk, avoidance of which could not have been realistically predicted by open eir.
- If it is requested by the Operator and/or end user
- Where a third party, other than open eir contracted entities, restricts open eir from working on resolution of the fault.
- Force Majeure