



Agreement

Between

Eircom Limited

And

XXXXXXX

for the Provision of

standalone broadband Prioritised Repair Services



THIS Agreement is made on xxxx day of xxxxxx 20xx

Between

Eircom Limited, Registered as a Branch in Ireland Number 907674, Incorporated in Jersey Number 116389 and having its Branch Address at 1 Heuston South Quarter, St. John's Road, Dublin 8, (hereinafter referred to as "open eir")

And

xxxxxx, 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:

open eir has agreed to provide this commercial agreement to facilitate the prioritised repair of standalone ADSL and standalone fibre to the cabinet (FTTC) NGA services provided under open eir's Wholesale Bitstream Access Reference Offer (WBARO).

The Parties have agreed to enter into the commercial terms of this Agreement to govern the Prioritised Repair Services provided hereunder.

2. Definitions and Interpretations

2.1

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

“Prioritised Repair Services” means either standalone ADSL or standalone FTTC NGA broadband services and subject to the terms and conditions of the Wholesale Bitstream Access Reference Offer Agreement signed between the parties.

2.2

open eir shall provide Prioritised Repair Services for Standalone ADSL & Standalone FTTC NGA services in accordance with the Prioritised Repair Service for Prioritised Repair Service Standalone Broadband Product Description (“Prioritised Repair Standalone Broadband Product Description”) and Prioritised Repair for Standalone Broadband Process Manual (“Prioritised Repair Standalone Broadband 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 Prioritised Repair Standalone Broadband Product Description sets out the contractually binding service agreed between the Parties.

2.4

In the event of any conflict between this Prioritised Repair Agreement (“Agreement”) and the Access Reference Offer this Agreement shall take precedence.

2.5

This Agreement supersedes and replaces the standard Service Level Agreement under the Access Reference Offer for Bitstream. In the event of any conflict between this Prioritised Agreement and the standard service level agreements, this Prioritised Agreement shall govern.

3 Terms and Conditions of Migration Services

3.1.

The Operator must have a valid Wholesale Bitstream Access Reference Offer Agreement in order to be eligible for the Prioritised Services.

3.2

The Operator shall be obliged to comply with its obligations in respect of the Prioritised Services.

3.3

Fault reporting and management shall be as set out in the Prioritised Repair Standalone Broadband IPM.

3.4

The existence of this Agreement shall remain Confidential between the Parties.



4 Charges, Billing and Payment

4.1

The charges applicable to the Prioritised Services are set out in the Prioritised Repair Standalone Broadband 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 Prioritised Services on the respective product invoice, e.g., charges for Standalone Bitstream lines will appear on the Bitstream invoice.

4.4

Payment due dates for Prioritised Services shall be in accordance with the terms and conditions of the Wholesale Bitstream Access Reference Offer .

4.5

All disputes, including billing and payment disputes, shall be governed by the terms of the applicable product Agreement for the service.

5 Payment of Penalties

5.1

Any performance penalties payable under this agreement shall be paid as set out in the Prioritised Repair Standalone Broadband Product Description.



6 Term and Termination

6.1

This Agreement shall commence two calendar months from 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 Prioritised Repair Service for Standalone Broadband 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 for the respective service shall apply.

6.3

In the event that open eir terminates any of the required agreements that govern the services subject to Prioritised Repair Service for Standalone Broadband, open eir shall be entitled to terminate this agreement forthwith in respect of that service. If the Operator continues to operate and open eir has not terminated the other agreement subject to Prioritised Repair Service for Standalone Broadband, this Agreement shall remain in full force and effect in respect of that service.

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 Prioritised Repair Standalone Broadband 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.

Signed for and on behalf of xxxxx:

Name

Title

Date

Signed for and on behalf of open eir:

Name

Title

Date