



Service Level Agreement For Interconnect Paths



Version Control

Version	Status	Update	Effective Date
2.7		Document rebranded to open eir	16 th September 2015
V3.0	Final	This document is based on V2.7 Implementation of Standardised Change Control.	21/06/2017

This document follows change control procedure:

Proposed is defined as a document status when the approved document is uploaded to Proposals Section of open eir Website.

Final is defined as a document status when the approved document is uploaded to the relevant section of the open eir Website following the publication period.

For information:

- Historical Document History Table located at end of Document.
- Publish means the action of uploading a document to the website regardless of status or location.
- **If there are changes to the document between 'Proposed' and 'Final', change control operates.**



Contents

Introduction 3

1. Sales Process Points Definitions 4

2. open eir Service Level Summary for Sales Process Points & Provision Parameters 6

3. Service Assurance Definitions 7

 3.1 Interconnect Path Faults: 7

 3.2 Response Time 7

 3.3 Repair Hours of Coverage 7

4. Service Level Summary for Repair Parameters..... 7

5. SLA Penalties for Non-Compliance 7

 5.1 Process Points..... 7

 5.2 Maximum Response Time (MRT)..... 8

 5.3 Provision Penalties..... 8

6. SLA Performance Measurement Criteria 10

 6.1 Measuring Service Availability 10

 6.2 Service availability reporting 10

7. Planned Maintenance..... 11

8. Reports 11

Appendix 1..... 12

Appendix 2 13



Introduction

This SLA is effective from 1st April 2004 and shall remain in effect until amended following agreement of the Parties to such amendment or following Determination by the National Regulator. The penalty regime will become effective from the 1st July 2004.

- 1.** This document sets out the service levels to which open eir commits with regard to the provision and maintenance of interconnect services. The services are at all times provided subject open eir's standard terms and conditions as set out in the Reference Interconnect Offer/Service Schedule 101, Annex C.
- 2.** The Services include the provision of Interconnect Paths ordered pursuant to an Interconnect Agreement between open eir and the Operator ordering the services.
- 3.** Based on the criteria set out in this SLA an order will be deemed Standard or Non Standard.
- 4.** The services described in the SLA are also subject to an industry agreed Interconnect Operations & Maintenance Manual (O&M) which defines the detailed operational process associated with the provision of Interconnect Paths.

The O&M manual is a representation of how the SLA parameters are supported in practice and must be read in conjunction with the SLA

- 5.** The definition within Annex A of the Reference Interconnect Offer will apply unless explicitly implied herein.



1. Sales Process Points Definitions

Submission of order

The Operator eMails the order to the designated open eir contact point Pre-Qualification

Pre-Qualification (PQ) –

During the pre-qualification process, open eir assesses orders submitted by an Operator to ensure that: Sufficient information has been entered on the order form to enable the order to be processed

The correct details, including switching, routing and address details, have been supplied

That the order correctly reflects the Operators requirements

Where clarification is required for any of the above, open eir will initiate bilateral discussions and these will take place to correct the order details before the order is placed.

open eir will contact the designated Operator contact as detailed on the order form

Pre-qualification should be completed no later than 5-Working Days following order submission by the Operator, subject to inter-operator correspondence, with every effort being made to keep this time-scale to a minimum.

Order Acknowledgement

Order Acknowledgement (OA) - The formal acceptance of an order by open eir and acknowledgement to the Operator that the order has been received is correctly filled in and is being processed.

The SLA "clock" begins when the order is acknowledged by open eir

Order Validation

Order Validation (OV) - Confirmation, that the order is Standard or Non Standard for the purposes of this SLA.

For Standard Orders the Order Validation transaction will include:

- Confirmation that order is Standard
- Confirmation of DPL numbers
- A unique Order Reference number
- Delivery Due Date (DDD).

For Non-Standard Orders the Order Validation transaction will include:

- Confirmation that order is Non-Standard
- Confirmation of DPL number
- A unique Reference number



Order Forecast (OF) -

Notification to the Operator of a delivery date of an order that is validated as "nonstandard".

This will be provided within 15 Working Days from Order Acknowledgement (OA). This delivery date shall be taken as the delivery date for the purposes of SLA compliance calculations.

Delivery Confirmation/Reconfirmation (DC/DRC) - prior to the ready for test (RFT) date open eir shall confirm in writing to the Operator as to whether the delivery date will be met.

In the event that the Delivery Confirmation advises that the delivery will not be met open eir must advise the Operator of the Revised Delivery Forecast (RDF) within 3 days of the original Due Delivery Date.

Should the new delivery date be in excess of ten Working Days of the previous Due Delivery Date then the Delivery Confirmation process begins again.

The Delivery Confirmation/Reconfirmation shall be considered a single process for penalty calculation purposes.

Delivery Notification/Ready for Test (RFT) - The Ready For Test notification is sent to the Operator nominated contact point on completion of the open eir provisioning process.

An order is deemed to be completed on dispatch of a Ready For Test certificate.

After receipt of the Ready for Test certificate the Operator has 10 Working Days in which to arrange an appointment with open eir for testing in order to prepare to accept delivery of the circuit.

open eir requires 3 Working Days notice of appointment requests.

If no appointment has been made within 10 Working Days then the circuit is automatically billed from the date of the dispatch of the Ready for test (RFT) notification

Customer Delay:

A Customer Delay is defined as any delay caused by circumstances arising when an Operators lack of readiness effects progress on provisioning or repair.

In the event that the Operator delays installation of the service for any reason, this will constitute a Customer Delay, stopping the SLA clock as outlined in the Interconnect Operations & Maintenance Manual.

In the event that the Operator fails to ensure right of entry to open eir when an appointment has been made, or delays installation of the circuit for any reason, the Due Delivery Date will be extended by the number of Working Days delay incurred as a result. open eir will inform the Operator, via email, of the Customer Delay by close of business the following day.

Should the delay last more than 5 Working Days, then the "clock" shall be restarted at a mutually agreed date, to reflect the requirement for open eir to reschedule its work for this delivery. The customer delay notification will be sent to the Operator contact point via e-mail.

Standard/Non Standard Orders

Standard Order: Orders received and validated as Standard Orders.

Non Standard Order: Orders received and validated as Non Standard based on criteria as defined in Appendix 1

Working Day: 09:00 — 17:00 Monday to Friday excluding Public Holidays.

Operator: Other Authorised Operator (OAO), with whom open eir has a signed Interconnect Agreement that has not been suspended or terminated.

2. open eir Service Level Summary for Sales Process Points & Provision Parameters

Interconnect Path, Standard Timeframes (ISH, CSH, ISI & Chanelised STM-1 I/X Access)

Table 1.

Product	(PQ)	(OA)	(OV)	(OF)	CDTI	(DC)	(DDD)	(RDF)	(DRC)
New path over an existing transport link	T-5	T	T+5	T + 15	DDD-5	DDD-1	T + 20	DDD+3	RDF-1

Table 2. CSI

Product	(PQ)	(OA)	(OV)	(OF)	CDTI	(DC)	(DDD)	(RDF)	(DRC)
New path using CSI	T-5	T	T+5	T + 15	DDD-5	DDD-1	T + 30	DDD+3	RDF-1

Note:

- **PQ** = Pre Qualification of order
- **OA** = T = Date the order has successfully completed the pre- qualification process
- **OF** = Order Forecast
- **CDTI** = Circuit designation and technical information
- **DC** = Delivery Confirmation
- **DDD** = RFT = Due Delivery Date (which equates to the Ready for Test date)
- **RDF** = Revised Delivery Forecast
- **DRC** = Delivery Re-Confirmation
- The Delivery Due Date will be calculated from the dispatch of the OA NOT the receipt of the order
- All days are Working Days.



3. Service Assurance Definitions

3.1 Interconnect Path Faults:

An interconnect Path fault is where the Interconnect Path does not operate to the technical parameters specified for interconnect paths as described in the Technical Manual.

3.2 Response Time

The response time is measured from when the fault has been correctly logged and acknowledged, the preliminary testing and fault localisation has occurred and fault clearance has been instigated

3.3 Repair Hours of Coverage

All repair activity is on a 24x7x365 basis.

4. Service Level Summary for Repair Parameters

Table 3

SLA Attribute	Time Line
Maximum Response Time	T+ 60 minutes T = time fault is logged by <i>eircom</i> following receipt of fault report from the Operator - process outlined in Appendix 4 Interconnect O&M Manual
Annualised <i>eircom</i> network Service Availability per Interconnect Path - Net of operator delays	99.9%

5. SLA Penalties for Non-Compliance

5.1 Process Points

Process points which will attract a penalty are:-

Order Validation

Order Forecast

Delivery Confirmation.

Due Delivery Date

The Delivery Confirmation/Reconfirmation (DC/DRC) shall be considered a single process for penalty calculation purposes.

The penalty will be €200 per process point missed, subject to a maximum of 3 process points (€600).

5.2 Maximum Response Time (MRT)

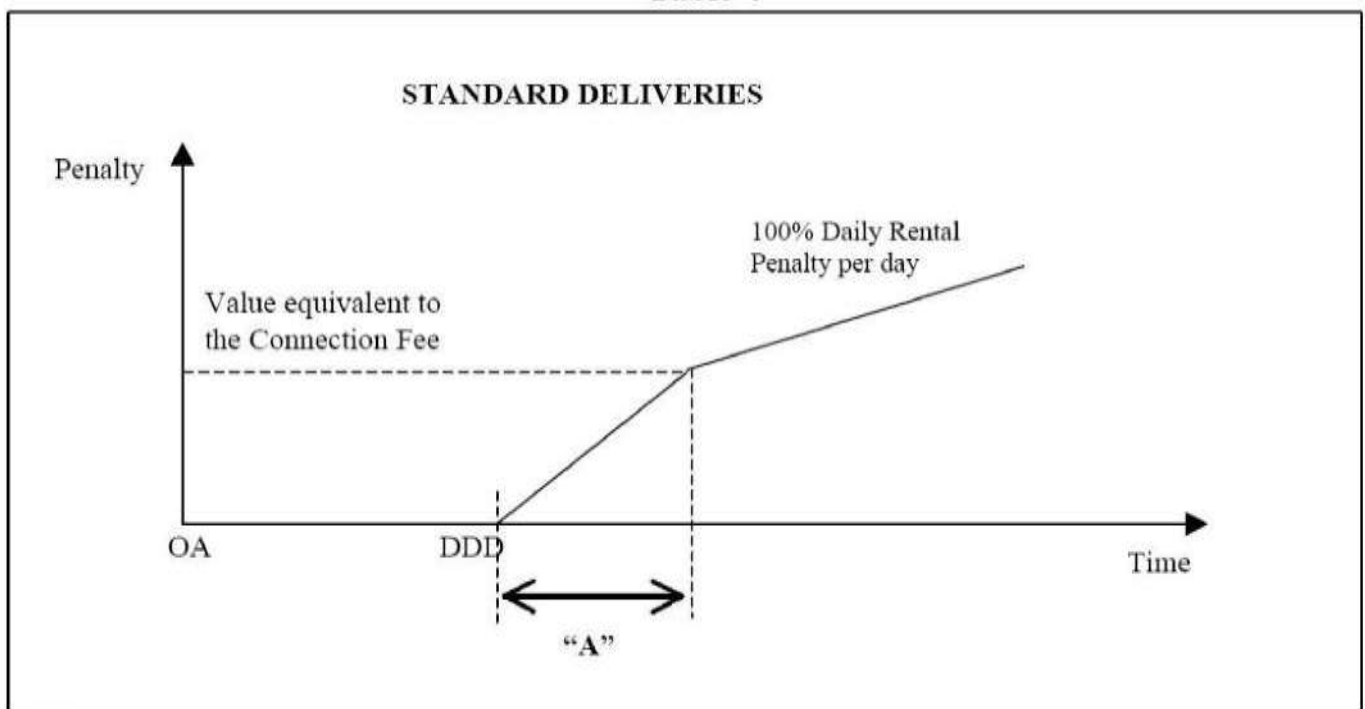
Maximum response time will attract a penalty payment of €250 per failure.

5.3 Provision Penalties

The following methodology shall be used to calculate open eir's penalty liability for the delivery of Interconnect Paths under this SLA. Where multiple paths are ordered on the same order, the penalty in relation to both process points and Due Delivery Date, will be limited to 5 paths or 50% of the paths ordered whichever is the greater.

Service Provisioning Penalty Mechanism for a "standard" Delivery

Table 4



Note:DDD = Due Delivery Date

If the Due Delivery Date is missed, the connection fee associated with the Interconnect Path shall be repaid on a linear basis over a period of "A" days.

After the connection fee has been repaid, a penalty equivalent to x% of the payable rental per day is charged, where x is 100%.

Delivery Penalty - "A" Days Summary

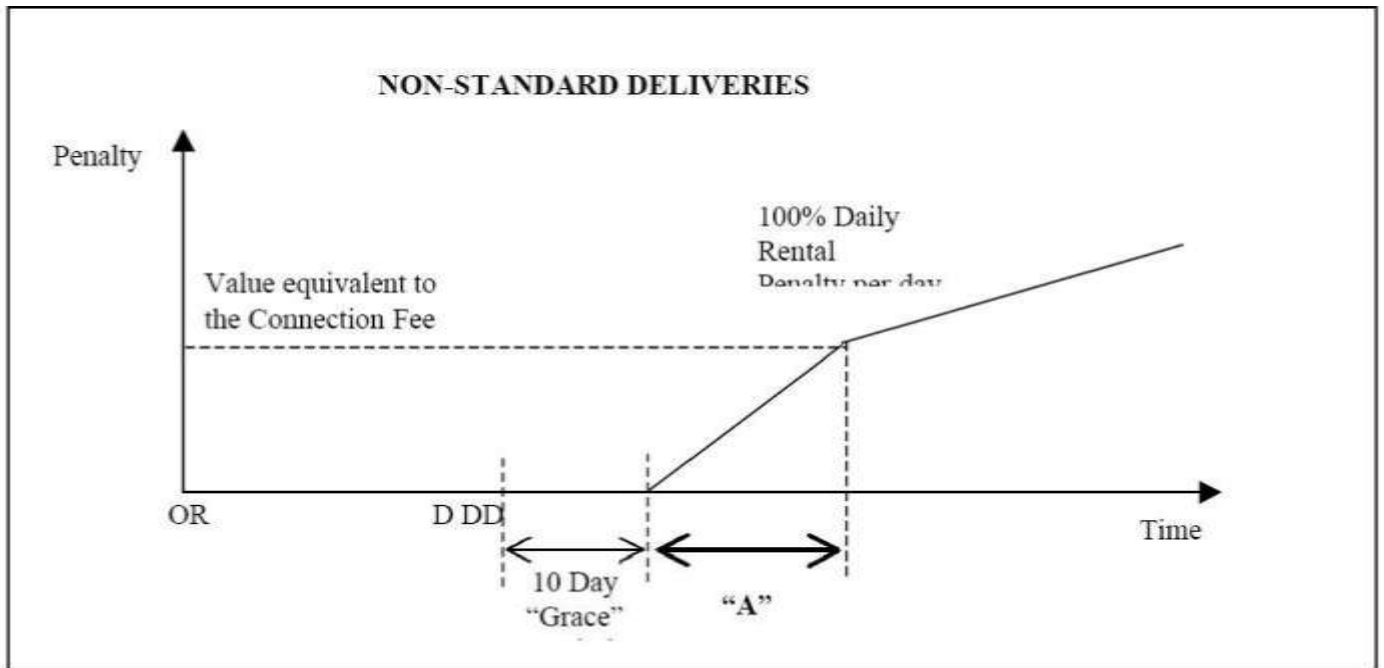
Table 5

Service	Days to be added to the due date to derive the "A"
Paths provided on Transport Links	18 Working Days
CSI	22 Working Days

Delivery For "non-standard" deliveries the same regime shall apply, with the exception that an additional "grace" period of 10 Working Days shall be inserted after the agreed delivery date and the point from when penalties are calculated.

An example is shown below:

Service Provisioning Penalty Mechanism for a "non-standard" delivery Table 6



Service Availability Penalties

Table 7

Product	Penalty Applicable
ISI	50% of one month rental shall apply for each failure to achieve a minimum level of service availability in a particular quarter
CSI	50% of one month rental shall apply for each failure to achieve a minimum level of service availability in a particular quarter

6. SLA Performance Measurement Criteria

6.1 Measuring Service Availability

Service availability will be measured on a 7x24x365 basis annually using the formula:

$$\frac{8766 - (\text{out of service time})}{8766}$$

The Measurement Period for service availability is the previous year (4 quarters) rolling.

Out of service time will include response time.

Out of service time relates only to the open eir network.

Parked time due to customer delay will be excluded from out of service time.

Parked time due to re-routing of circuits to temporarily restore service will be excluded from out of service time.

Out of service time also excludes any delays by the Operator in providing access to the Operator premises to open eir field staff or time spent by Operators in supplying such information requested by open eir as being necessary for fault diagnostics and resolution.

Circumstances outside the control of open eir and /or delay resulting from Operator related issues which impede the ability of open eir to begin or continue with repair of a fault will result in the fault ticket being parked for the affected period. This parked time will be removed from the out of service time used in calculating service availability.

6.2 Service availability reporting

The reporting frequency for service availability is quarterly.

7. Planned Maintenance

Parameter	Time Line
Planned Maintenance (not related to network integrity issues)	10 Working Days

8. Reports

open eir will publish generic delivery performance figures on a quarterly basis to the respective Operator's and also on a composite basis for the industry. These reports to be available one month after the quarter end.

The reports will be published on the open eir website www.openeir.ie



Appendix 1

Definitions of Non Standard Orders

Interconnect Orders may be deemed to be Non Standard where the orders are outside forecast or an impediment exists on open eir to deliver the ordered paths. The circumstances where an impediment exists are set out below;

Paragraphs (a) – (g) set out the exceptional circumstances applicable for the purpose of the implementation of Service Level Agreements. open eir will inform and obtain the prior agreement of Comreg in the event that it wishes to amend this list.

- (a)** Where the installation site and/or facilities are not available to open eir for survey and/or installation purposes at the date and time requested by open eir and no other acceptable date and time can be agreed.
- (b)** Should an Operator request an Interconnect Path to be delivered on a date after the calculated Delivery Due Date then this date shall become the Due Delivery Date for the purposes of SLA compliance calculations.
- (c)** Where it is mutually agreed between open eir and the Operator to construct infrastructure beyond the immediate requirements of the ordered service in order to facilitate future deliveries.
- (d)** Where a non-standard implementation is requested e.g. a particular network configuration.
- (e)** Where the Operator fails to fulfil all the requirements placed on it as stated in the RIO, Technical Manual or O&M Manual, this includes the provision of accommodation, access & power for the installation of terminating equipment.
- (f)** Where unforeseen or unplanned major network re-arrangements are underway on behalf of an Operator such as:
 - | Circuit moves to new nodes.
 - | Circuit moves to new points of interconnect.
 - | Orders with special requirements (e.g. diversity).
- (g)** Force Majeure

After an order is acknowledged, any requests for modifications to the order which materially affect the delivery of the order may only be effected by cancelling the original order and submitting a revised order. In this case open eir's standard terms relating to cancellation of orders will apply. In the event that non-material changes to the order are requested by the Operator then open eir will notify the Operator of any required changes to the Ready for Service date.



Appendix 2

Guidelines for Payment of Penalty Credits

open eir shall provide individual Operators with penalty statements on a monthly basis in arrears with the statement being reconciled between the parties during the next 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 Wholesale.

open eir
1 Heuston South Quarter,
St. John's Road,
Dublin 8

In the event 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.

Note: A detailed process covering the publication of penalty statements and the management of payments is included within the Interconnect O&M Manual, Section 8.6.



Version Control History

Version	Status	Update	Effective Date
2.7		Original	15 th December 2004
2.7		Document rebranded to open eir	16 th September 2015
V3.0	Final	This document is based on V2.7 Implementation of Standardised Change Control.	21/06/2017