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Service Level Agreement  
for  
Bitstream Ethernet Access (BEA)  
Enhanced SLA



Version Control

Version	Status	Update	Effective Date
Version 1.0			1 <sup>st</sup> May 2014
V2.0	Final	This document is based on V1.0 Implementation of Standardised Change Control.	22/06/2017

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- Historical Document History Table located at end of Document.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.**



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This Service Level Agreement (SLA) is effective from 23/08/2014 and shall remain in effect until amended by eircom.

1. This document details the service levels to which eircom commits with regard to service assurance of eircom's Bitstream Ethernet Access Service (BEA). The services are at all times provided subject to the terms and conditions as set out in the Standard Agreement for the Provision of the ADSL Bitstream Service ("Agreement").
2. The services described in the SLA are subject to the ADSL Bitstream Service Industry Process Manual (IPM) ("Industry Process Manual"), which defines the detailed operational processes associated with fault management of Bitstream Ports.
3. The service assurance service levels set out in the SLA are applicable to the Bitstream available at eircom Bitstream enabled exchanges.



## 1. Bitstream Ethernet Access (BEA) enhanced SLA:

BEA Enhanced SLA:

- 7 X 24 Fault reporting and response
- Initial response time within 3 Hours
- Feedback every 4 hours
- 99.8% assurance target for service availability

## 2. Service Assurance Process Definitions

Definitions associated with service assurance SLA parameters and process points relevant to this SLA are, unless indicated otherwise, as defined in the Agreement, Industry Process Manual and Bitstream Product Description.

### Repair Time:

Repair Time is the duration between the time a fault is accepted by eircom in accordance with the fault reporting procedures and the time marked by eircom as a “Clear-Permanent”.

**On completion of repair, a fault ticket is given a “Clear-Temporary” status and that ticket is parked, i.e. the clock is stopped until the fault clear is either accepted by the customer or three working hours from the “Clear-Temporary” customer notification time has elapsed.**

If the fault has either been accepted by the customer or three working-hours has elapsed from “Clear-Temporary” customer notification, the fault ticket is un-parked and given a “Clear-Permanent” status together with an associated final clear code and the fault ticket is permanently closed.

If the customer responds with a rejection of repair the ticket is un-parked, the clock is restarted and **repair work recommences. On completion of repair, the “Clear-Temporary” status is applied again, customer is notified, the fault is parked and the process above is repeated.**

### Fault:

The POTS based Bitstream Service requires that the customer have a working PSTN line connected to the eircom network before their Bitstream service can be provided. A POTS based Bitstream fault, therefore, is a problem which prohibits a subscriber's Bitstream service, while the customer still has the ability to make or receive calls to or from eircom's switched network.



**3. Service Availability:**

The annualised “in service” time of a circuit expressed in percentage terms. It is measured by:  $[\text{Total Number of Hours in the Year}] - [\text{Total Number of Hours Out of Service}] / [\text{Total Number of Hours in the Year}]$ .

**Out of Service:**

Out of Service is the difference between the “Clear-Permanent” timestamp and fault report timestamp less parked time.

**Fault Logging Bitstream EA products:**

Faults for the Bitstream EA product will be logged on the UG as Data Product Faults using the FDC order type. They will be logged using the BEA circuit ID returned to the Operator on the order completion notification.



### 3. Measuring Service Availability

The reporting frequency for service availability is quarterly and will apply to all Bitstream faults on a retrospective basis from date of service delivery. The Measurement Period is the previous year (4 quarters), rolling.

Service availability will be measured on a 7 x 24-hour basis using the following formula for all circuits within the scope of the Bitstream SLA, regardless of product:

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

- Out of service time will exclude any parked time.
- **All calculations will be measured to the "Clear-Permanent" time on the fault ticket**
- It is the "Clear Code" **associated with the "Clear-Permanent"** that determines the inclusion of the fault ticket when measuring availability.
- To safeguard against spurious rejection of repair, in cases where the fault rejection results in eircom determining the rejection to be caused by factors outside of the eircom network, the final clear code will reflect this and the associated fault ticket will be excluded from availability calculations.
- A circuit can only be subject to one penalty in a Measurement Period i.e. a circuit subject for a penalty in one quarter will not be subject to a penalty again in the next quarter. Should a new fault occur in a new quarter the calculations will be done afresh on that fault.

*For example:*

In a given measurement period, if a circuit has three outages in that 12-month period, the sum of these will constitute the "out of service time" for that period.

If this brings it into penalty, these three outages will be tagged. Any of these tagged outages for that particular circuit falling into all subsequent measurement periods will be excluded from the "out of service time" calculation for that circuit, which will automatically include any new outage for that circuit.

On the other hand, if the sum of the three outages does not incur a penalty, none of the outages are tagged and any outage falling into subsequent measurement periods will be included in penalty calculations.



#### 4. Service Level Summary for Service Assurance

eircom commits to provide the following service levels for Bitstream Ethernet Access (BEA) Service Assurance subject to the provisions set out in this SLA:

- Fault Reception and Acceptance 24 Hours X 7 Days X 365 (Year)
- 100% of Bitstream logged Fault reports will receive an initial fault response within 3 hours of fault submission.
- Proactive fault statusing for all accepted Bitstream fault reports via Gateway.
- Service Availability of 99.8%. Service Availability is the annualised “in service” time of a circuit expressed in percentage terms.
- The service levels set out above will apply unless affected by the conditions set out in Appendix 1

#### 5. Service Assurance – Non Compliance

Parameter	Criteria	Service Credits
Repair Time	T+8 Clock Hours	2% of the monthly circuit rental per clock hour in breach (i.e greater than 8 clock hours), to a maximum of 50% of the monthly rental per fault.  A maximum of 2 months” circuit rental credit in any one 12 month period per circuit
Fault Reporting	7 x 24	
Hours of Coverage	7 X 24	

#### 6. Pricing

Bitstream Ethernet Access (BEA) Enhanced SLA is €15 per month.



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## Appendix 1 - Exclusions

### Penalty Exclusions - Service Assurance

The service levels set out in this SLA will not apply where the failure of the Bitstream Service to meet the performance targets results from:

1. Failure by the Access Seeker to adhere to any of the detailed provisions of the Bitstream Ethernet Access Service Product Description, Industry Process Manual, Agreement, or SLA obligations.
2. A breach of any part of the Agreement by the Access Seeker.
3. The suspension of the Service under the provisions of the Agreement.
4. A failure in the Access Seeker's Wholesale Ethernet Interconnect Link (WEIL).
5. An Access Seeker failing to prove a fault out of their own network prior to raising a fault with eircom.
6. A fault related to the Subscriber's PSTN service.
7. A fault occurring due to interference on the line caused as a result of an adjacent pair. Such instances will be addressed under the CLFMP.

Additionally, for the purpose of calculating penalty rebates, eircom will exclude those faults where non-availability arises from, or is otherwise caused by, faults attributed to storm, lightning, flooding, damage by a third party, or vandalism.



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## Appendix 3 - Parked Time

Circumstances whereby a fault cannot be progressed on behalf of an Access Seeker, and the fault is parked include the following:

eircom cannot get co-operation from the Access Seeker in progressing fault resolution according to the processes in the Industry Process Manual.

**A fault ticket receives an “Clear – Temporary” status.**

- Proceeding with the fault would result in a health and safety risk, the avoidance of which could not have been realistically predicted by eircom.
- It is requested by the Access Seeker and/or subscriber to park the fault.
- Force Majeure, as defined in the Agreement.



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