

Service Level Agreement for open eir¹ ADSL Bitstream Service

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Version Control

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| V6.0 | Final | Repair SLA settlement | 01/07/2017 |
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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- Historical Document History Table located at end of Document.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.**

This Service Level Agreement (SLA) is effective from 24/07/2017 and shall remain in effect until amended by eir.

1. This document details the service levels to which eir commits with regard to the service delivery and service assurance of eir's **ADSL Bitstream Service**. 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 service levels offered are applicable to the service delivery and service assurance of **Bitstream Ports as defined in the ADSL Bitstream Service Product Description** ('**Product Description**') and ordered pursuant to the **Agreement being in place between eir and the Access Seeker** ordering the services.

3. 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 the provision and fault management of Bitstream Ports.

4. The definitions in Section 1 of the Agreement will apply unless explicitly stated otherwise.

5. The service provisioning and service assurance service levels set out in the SLA are applicable to the Bitstream Ports available at eir Bitstream enabled exchanges.

6. Faults covered by this SLA are defined as only those faults associated with or occurring from the Bitstream Ports to the Bitstream Service handover points in the eir ADSL Regional POP's unless excluded as defined in **Appendix 1**.



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1 Service Delivery Process Definitions

Definitions associated with service delivery 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.

Validation:

The date from which all lines of the order have been successfully validated, against eir customer database systems. The order status is altered from "Awaiting Validation" to "Awaiting Delivery" on the Unified Gateway on the validation date. The SLA clock will start following confirmation of the validation of a Bitstream Order as notified on the Gateway.

Appointment Date:

Appointment Date is the due date of delivery for a Bitstream Port as per the Industry Process Manual.

Completion:

A Bitstream order is deemed to be completed once eir successfully completes the order and when the order status alters from "provisioning started" to "completed" as advised on the Gateway. The SLA clock will stop following confirmation of the completion of an order to the Access Seeker as advised on the Gateway.

Bitstream Port:

Bitstream Port is the capability to provide a Bitstream Product to an in-service telephone number / CLI or a unique circuit reference number

Product:

A Product means singularly, each variant of the Bitstream Service set out in the Product Description, as may be updated and re-published from time to time.

2 Service Level Summary for Service Delivery

2.1 Terms and Conditions

eir commits to deliver 100% of Bitstream Port provide orders by their agreed Appointment Date following successful validation subject to the provisions set out in this SLA.

Bitstream Managed Backhaul

eir will publish monthly peak utilisation statistics from the eir NGN core network to demonstrate that the Bitstream Managed Backhaul product is an uncongested service.

3 Service Delivery – Non compliance

For every Working Day of delay in the provision of service against the Appointment Date, eir shall be liable to pay on a sliding scale a penalty for non-compliance for the provision of Bitstream Ports.

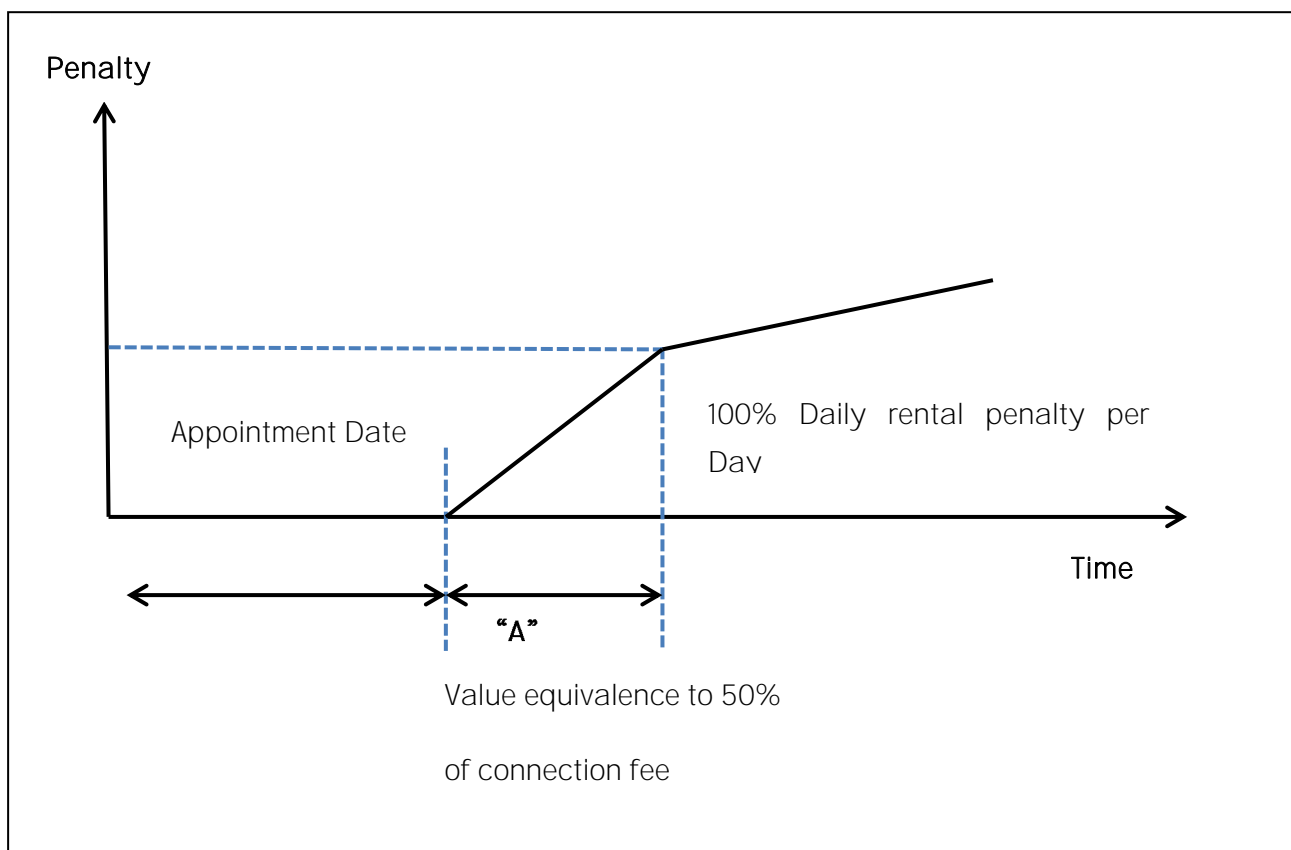
As a penalty, 50% of connection fee will be repaid on a linear basis over 'A Days'. After the period of 'A days' has elapsed, a penalty equivalent to x% of the payable rental per day is charged (where x is 100%), for non-delivery of service.

Table 1: Delivery Penalty - "A" Days Summary

| Description | Standard Service Delivery | Days to be added to the Appointment Date to derive "A" |
|-------------------------------|---|--|
| Bitstream Port Provide Orders | 100% by Appointment Date following successful order Validation notification unless subject to conditions as defined in Appendix 1 | 5 Working Days |

eir will be exempt from penalty payment if non delivery is subject to the conditions indicated in Appendix 1.

Figure 1: Non-compliance - Service Delivery



An outline to guidelines for payment of penalty credits is provided in Appendix 2.

3.1 Service Delivery Definitions Standalone Bitstream Managed Backhaul only

Working Hours:

Working Hours for provisioning purposes is defined as between 9:00am and 5:00pm on Working Days.

Working Day:

A Working Day is defined as a day other than a Saturday, Sunday, or Public Holiday as defined in the Second Schedule to the Organisation of Working Time Act, 1997.

Validation Date:

The date all lines of the Order have been successfully validated against open eir customer database systems. The Order status is altered from “recorded” to “validated” on the Unified Gateway on the validation date. The Operator will receive an acceptance notification for valid Orders.

Appointment Date:

Appointment Date is the original appointment date requested by an Operator on order submission via the Unified Gateway and confirmed by open eir as per the Industry Process Manual. In the event that the original appointment date is cancelled by an Operator not later than 5p.m. on the working day prior to the original appointment date and rescheduled, the Appointment Date will be the rescheduled date.

Completion:

A Standalone Bitstream order is deemed to be completed once open eir successfully completes the Order (or element of Order in scenario where the Operator opts to install the NTU) and when the Order status is changed to “completed” on the Gateway. The Operator will receive a completion notification from the Unified Gateway.

Product:

A Product means singularly, each variant of the Standalone Bitstream Service as set out in the Bitstream service Product Description, as may be updated and re-published from time to time.

Parked Time:**The times during which the SLA clock is stopped which include; -**

- Time not covered by the relevant SLA
- Out of hours periods where resources being made available on a reasonable endeavours basis are unavailable
- Circumstances as outlined in Appendix 4.

3.2 Standalone Service Delivery Performance Metrics**3.2.1 Standalone Service Delivery Schedule**

The Standalone CGA products in scope for this section of the Service Delivery schedule are:

Standalone Bitstream 24M managed backhaul

Standalone Bitstream 8M managed backhaul

open eir commits to deliver 100% of Standalone Bitstream Managed Backhaul provide Orders by their agreed Appointment Date following successful validation and subject to the provisions set out in this SLA.

| Activity Number | Activity Description | Performance Metric | Contractual payment for not meeting Performance Metric Target |
|-----------------|---|---|---|
| 2.1 | Delivery of Standalone Bitstream Services | 100% of Validated Orders by Appointment subject to exclusions in Appendix 2 | See 3.2.2 penalty calculation below |

Note: open eir will be exempt from penalty payment if non delivery is subject to the conditions indicated in Appendix 5.

3.2.2 Penalty Calculation for Standalone Bitstream Managed Backhaul

open eir shall be liable to pay a fixed penalty for non-compliance of delivery of service.

The penalty is calculated based on the following formula:

- a) A flat fee of €30 will remain in place until an alternative calculation is agreed.
- b) For the avoidance of doubt, the target is to commence installation work within the appointment and in cases where the installation is completed on the Appointment Date but outside the appointment, then open eir will be deemed to have met the performance metric. The appointment day provides flexibility at the local level for the end user / operator and the open eir technician at their mutual convenience, to agree to adjust the actual appointment time; in this case a penalty would not apply.
- c) The rule in a.) applies to each instance of appointment missed by open eir for that order

4 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.

Working Hours:

Working hours for fault acceptance purposes is defined as a day other than a Saturday, Sunday, or Public Holiday between the hours of 9:00am and 5:00pm as per the WBARO

Repair Time:

Repair Time is the duration between the time a fault is accepted by eir in accordance with the fault reporting procedures and the time marked by eir 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:

POTS based Bitstream Service:

The POTS based Bitstream Service requires that the customer have a working PSTN line connected to the eir 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 eir’s switched network.**

Standalone Bitstream Managed Backhaul service

A Standalone Bitstream Managed Backhaul fault is defined as a problem in the eir network which prohibits an end-user's **Standalone Bitstream Managed Backhaul** service.

Out of Service:

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

Penalty Cap:

The service credits payable by eir in any 12 month period commencing on 1st July 2017 shall not exceed 1% of open eir's total revenues for the following products:

- a. Unbundled Local Metallic Path (ULMP);
- b. Combined GNP and ULMP (GLUMP)
- c. Single Billing – Wholesale Line Rental (SB-WLR)
- d. Line Sharing (LS)
- e. Standalone FTTC Bitstream Plus
- f. Standalone FTTC VUA
- g. Standalone Current Generation Bitstream (CGA SABB)

In calculating the Penalty Cap, the rental revenue for POTS based VUA or POTS based Bitstream Plus products will be used instead of the SB-WLR rental revenue for those lines in respect of which the POTS based VUA or POTS based Bitstream Plus rental revenue exceed the SB-WLR revenue in any 12 month period commencing 1st July 2017.

Fault Resolution POTS based Bitstream Service – effective 1st October 2015

| Activity Description | Performance Metric | Performance Target | Service Credit for not meeting performance target |
|---------------------------------|--------------------------------|--------------------|---|
| Resolution of a Bitstream Fault | Repair time: 2 working days | Target 77% | See article 1 appendix 3 |
| Resolution of a Bitstream Fault | Repair time 5 working days | Target 92% | See article 2 appendix 3 |
| Resolution of a Bitstream Fault | Repair time 10 working days | Target 100% | See article 2 appendix 3 |

An outline to guidelines for payment of penalty credits is provided in Appendix 4.

Fault Resolution Standalone Bitstream Managed Backhaul service: - effective 1st July 2017

| Activity Description | Performance Metric | Performance Target | Service Credit for not meeting performance target |
|----------------------------|--------------------------------|--------------------|---|
| Standalone Bitstream Fault | Repair time: 2 working days | Target 84% | €18 |
| Standalone Bitstream Fault | Repair time 5 working days | Target 93% | €36 |
| Standalone Bitstream Fault | Repair time 10 working days | Target 100% | €36 |

Note: The Performance Targets and associated Penalties for activities 17a, 17b and 17c will not be amended or reviewed for a period of three years from the effective date of this version of the SB-WLR SLA) unless ComReg makes a decision to the contrary and that decision is following a consultation considering the wholesale market for such activities in the event that ComReg were to publish a consultation proposing automatic or other compensation by all providers of fixed line electronic communications services for customers at the retail level in respect of 100% of faults.

5 Service Level Summary for Service Assurance

eir commits to provide the following service levels for Bitstream Service Assurance subject to the provisions set out in this SLA:

- Fault Reception and Acceptance between the hours of 09:00 to 17:00 Monday to Friday excluding public holidays.
- 100% of Bitstream logged Fault reports will receive an initial fault response within 4 working hours of fault submission.
- Proactive fault statusing for all accepted Bitstream fault reports via Gateway.

The service levels set out above will apply unless affected by the conditions set out in Appendix 1

6 Pricing

The Bitstream Service Level Agreement is an in-tariff offer.

7 Reporting

eir will provide a report on the service assurance parameters, Service Delivery on a monthly basis and Service Availability on a quarterly basis to the relevant Access Seeker.

eir will publish Monthly utilisation statistics from the eir NGN core network to demonstrate that the Bitstream Managed Backhaul product is an uncongested service.

The reports will be produced and circulated within 30 calendar days in the month as appropriate.

The reports will provide a summary of actual parameter performance against quoted service assurance parameters.

8 Penalty Exemption

eir will be exempt from penalty payment in the event it is successful in delivering 90% of Bitstream Ports to an individual Access Seeker within the SLA timescales. eir performance will be assessed on a monthly basis to determine if the 90% threshold has been met.

Appendix 1: Exclusions

Penalty Exclusions - Service Delivery

The payment of penalties for Service Delivery performance is subject to the following conditions:

1. Delivery of POTS Bitstream Service is dependent on an existing in-Service PSTN line connected to the eir network.
2. Service delivery SLA commitments for Bitstream Ports based on connection types other than the defined service are not guaranteed. If an Access Seeker requests a non-standard Bitstream variant, the service delivery lead-time will not be bound by this SLA (e.g., ISDN migrations to Bitstream).

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 ADSL Bitstream 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 Bitstream Connection Service.**
5. An Access Seeker failing to prove a fault out of their own network prior to raising a fault with eir.
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, eir 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.

Appendix 2 - Guidelines for Payment of Penalty Credits

1. eir shall provide Access Seekers with penalty statements one month in arrears in the month/quarter following as appropriate. The statement will be reconciled between the parties during month following the issuing of the penalty statement with payment made in the next billing cycle.
2. In the event that the Access Seeker 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

5th Floor

1 Heuston South Quarter

St. John's Road

Dublin 8

3. In case of a query, any supporting documentation must be supplied within ten Working Days of a request by eir.
4. 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 Access Seeker, and the fault is parked include the following:

- eir 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 eir.
- It is requested by the Access Seeker and/or subscriber to park the fault.
- Force Majeure, as defined in the Agreement.

Appendix 4 – Repair Service Algorithm

POTS based Bitstream Service:

Note: the below targets are effective from 1st September 2015

| Target | Actual Performance | Service Credit |
|--------------------------------|---------------------------------------|----------------|
| 77% repair in 2 Working days | X% - Actual 2 day repair performance | €4.00 |
| 92% repair in 5 working days | X% - Actual 5 day repair performance | €7.00 |
| 100% repair in working 10 days | X% - Actual 10 day repair performance | €10.00 |

Faults repaired and applicable for the SLA payment for the Quarter are assembled to give “list 1”.

List 1 = all tickets assessed under SLA for that period

List 2 = all tickets closed after Day 2

List 3 = all tickets closed after Day 5

List 4 = all tickets closed after Day 10

List 5 = List 2 minus List 3 – all tickets closed on days 3 through 5

List 6 = List 3 minus List 4 – all tickets closed on days 6 through 10

$C(x)$ = count of tickets in a given list

$A(x)$ = average ticket days in a given list

$\Sigma\{x\}$ = cumulative ticket days in a given list

Article 1: 2 day repair service credit Calculation

Where this SLA is not met, the SLA penalty penalises Days 3 to 5 of all tickets in breach. The 77% target mitigates the commercial impact of this article.

Number of Faults subject to Penalty

Number of Faults subject to penalty = $C(2) - C(1) * (1 - 0.77)$

Multiplier

Penalty Days (multiplier) = $(\sum(5)-2*C(5)+3C(6)+3C(4))/C(2)$ - Average penalty days of all tickets in breach, where tickets closed on or after Day 6 are deemed to have breached this SLA by the maximum 2 days.

Service Credit 1 = (Number of Faults subject to penalty) * (Multiplier) * Penalty

Article 2: 5 day repair Service Credit Calculation

Where this SLA is not met, the SLA penalty penalises Days 6 to 10 of all tickets in breach. The 92% target mitigates the commercial impact of this article.

Number of Faults subject to Penalty

Number of Faults subject to penalty = $C(3)-C(1)*(1-0.92)$

Multiplier

Penalty Days (multiplier) = $(\sum(6)-5*C(6)+5*C(4))/C(3)$ - Average penalty days of all tickets in breach, where tickets closed on or after Day 11 are as having breached this SLA by the maximum 5 days.

Service Credit 2 = (Number of Faults subject to penalty) * (Multiplier) * Penalty

Article 3: 100 % Service Credit Calculation

Number of Faults subject to Penalty

Number of Faults subject to penalty $C(4)$ (Count of all tickets closed on or after day 11)

Multiplier

= $(\sum(4)-10*C(4))/C(4)$

Service Credit 3 = (Number of Faults subject to penalty) * (Multiplier) * Penalty

Total Service Credit = Service Credit 1 + Service Credit 2 + Service Credit



Standalone Bitstream Managed Backhaul service:

| Target | Actual Performance | Service Credit |
|-------------------------------|---------------------------------------|----------------|
| Target 84% Repair in 2 Days | X% = Actual 2 day Repair performance | €18 |
| Target 93% Repair in 5 Days | Y% = Actual 5 day Repair performance | €36 |
| Target 100% Repair in 10 Days | Z% = Actual 10 day Repair performance | €36 |

Faults repaired and applicable for the SLA payment for the Quarter are assembled to give “list 1”.

List 1 = all tickets assessed under SLA for that period

List 2 = all tickets closed after Day 2

List 3 = all tickets closed after Day 5

List 4 = all tickets closed after Day 10

List 5 = List 2 minus List 3 – all tickets closed on days 3 through 5

List 6 = List 3 minus List 4 – all tickets closed on days 6 through 10

$C(x)$ = count of tickets in a given list

$A(x)$ = average ticket days in a given list

$\sum(x)$ = cumulative ticket days in a given list

Article 1: 2 day repair service credit Calculation

Where this SLA is not met, the SLA penalty penalises Days 3 to 5 of all tickets in breach. The 84% target mitigates the commercial impact of this article.

Number of Faults subject to Penalty

$$\text{Number of Faults subject to penalty} = C(2) - C(1) * (1 - 0.84)$$

Multiplier

Penalty Days (multiplier) = $(\sum (5) - 2 * C(5) + 3C(6) + 3C(4)) / C(2)$ – Average penalty days of all tickets in breach, where tickets closed on or after Day 6 are deemed to have breached this SLA by the maximum 3 days.

$$\text{Penalty} = (\text{Number of Faults subject to penalty}) * (\text{Multiplier}) * \text{Penalty}$$

Article 2: 5 day repair Service Credit Calculation

Where this SLA is not met, the SLA penalty penalises Days 6 to 10 of all tickets in breach. The 93% target mitigates the commercial impact of this article.

Number of Faults subject to Penalty

$$\text{Number of Faults subject to penalty} = C(3) - C(1) * (1 - 0.93)$$

Multiplier

Penalty Days (multiplier) = $(\sum (6) - 5 * C(6) + 5 * C(4)) / C(3)$ – Average penalty days of all tickets in breach, where tickets closed on or after Day 11 are as having breached this SLA by the maximum 5 days.

$$\text{Service Credit 2} = (\text{Number of Faults subject to penalty}) * (\text{Multiplier}) * \text{Penalty}$$

Article 3: 100 % penalty Calculation

Number of Faults subject to Penalty

$$\text{Number of Faults subject to penalty} = C(4) \text{ (Count of all tickets closed on or after day 11)}$$

Multiplier

$$= (\sum (4) - 10 * C (4)) / C (4)$$

Service Credit 3 = (Number of Faults subject to penalty) * (Multiplier) * Penalty

Appendix 5 - Penalty Exclusions Standalone Bitstream Managed Backhaul

Penalty Exclusions - Service Delivery

The payment of penalties for Service Delivery performance is subject to the following conditions:

- For Standalone Bitstream Managed Backhaul Service delivery the exclusions defined in the SB-WLR SLA apply
- If the Operator or end-user delays the appointment or does not facilitate the appointment being completed then the appointment is exempt from the SLA calculation
- Service delivery SLA commitments for Standalone Bitstream Managed Backhaul Service based on connection types other than the defined service are not guaranteed. If an Operator requests a non-standard Standalone Bitstream Managed Backhaul service delivery lead-time will not be bound by this SLA (e.g., ISDN to Bitstream).

Version Control History

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| 2.0 | | | 24th March 2010 |
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