



Service Level Agreement

| for

Wholesale Symmetrical Ethernet Access (WSEA)



Version Control

Version	Status	Update	Effective Date
1.3		Introduction of AutoClosure of Faults in Pending Clear	21st September 2015
V2.0	Final	This document is based on V1.3 Implementation of Standardised Change Control.	21/06/2017
V2.3	Draft	Revised provisioning SLA	TBC
V2.4	Draft	Revised changes based on bilateral meeting in HSO	TBC
V2.5	Draft	Revisions marked up by BT and comments by open eir	TBC
V2.6	Draft	Update by open eir - reviewed on 30/5/18	TBC
V2.7	Draft	Update in relation to project orders	TBC
V2.8	Proposed	Update project order details and note on cancellation charges, AP1806.4 and AP1806.4 – This is the BAFO from open eir	TBC
V2.9	Proposed	Updated based on amendment #10 from Comreg	17th Dec 2018

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- Historical Document History Table located at end of Document.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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1. Introduction

This document sets out the service levels, which open eir offer with regard to the provision and repair of Wholesale Symmetrical Ethernet Access (WSEA), being the combined physical (SEA) and logical (WES) components.

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The services include the provision of Wholesale Symmetrical Ethernet Access ordered pursuant to a Leased Line Agreement between open eir and the Operator ordering the services.

The Wholesale Symmetrical Ethernet Access IPM (Industry Process Manual) is a representation of how the SLA parameters are supported in practice and should be read in conjunction with this document.

A service credit regime for failure to meet the offered service levels against these attributes is also set out in the document.

Operators are requested to provide forecasts on a rolling 12 month quarterly basis. Forecasts should be submitted by an Operator using the process outlined in the WSEA IPM.

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2. Wholesale Symmetrical Ethernet Access

This section sets out the service levels which open eir offers with regard to the provision of Wholesale Symmetrical Ethernet Access. Wholesale Symmetrical Ethernet Access will **hereafter comprise the “Services”**.

Each application for the Services is considered on its own merits and effort is made to ensure that save in exceptional circumstances each application for the Services falls within the ambit of this SLA. Examples of such exceptional circumstances are set out by way of example in Appendix 1 (Definitions and Exclusions). The individual Services are at all times provided subject to open eir's standard terms and conditions for Wholesale Symmetrical Ethernet Access.

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2.1 Sales Process Points Definitions

Order Receipt (OR): the forwarding of a valid order to open eir on a standard order form. The SLA "clock" begins when the order form is received by open eir.

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

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Order Validation (OV): confirmation, or otherwise, that an order is deliverable by open eir within the standards set down in the SLA. Standard order delivery time is in accordance with the delivery times listed in Table 1. Where appropriate this step shall include a site survey. At the end of the Order Validation Step four a number of events are allowable:

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The order is determined to be within the definition of a "standard" order and a delivery date is set in accordance with this SLA.

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The order is determined to be a "non-standard" order under the allowable exceptional circumstances set out in Appendix 1.

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The An order is determined to be a "project" order when it is ordered-accepted by open eir as part of an agreed project and open eir assigns a project manager (subject to availability) to implement the project:

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when an operator orders a number of circuits to the same premises

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when an operator orders a network

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when an operator requests delivery of circuits over a set period of time

with customer nominated DDD and a named open eir project manager assigned;

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when an Operator requests assignment of a Project Manager

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Should an Operator request a circuit to be delivered on a date after the calculated Delivery Due Date (Standard or non-standard or project) then this date shall become the due delivery date and shall be taken as the standard delivery date for the purposes of SLA compliance calculations.

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1 All project orders are validated as non-standard for reporting purposes

2 A network is dispersed across geographic sites utilising fibre or wireless systems to deliver a Wide Area Network on behalf of a customer e.g. an operator ordering four WSEA and one WEIL

3 In this circumstance, a project manager is provided (subject to availability), as a professional service



~~Excess Costs – Order Validation (OV): In an event that additional infrastructure (duct, pole or fibre build work) is required then additional charges may apply. An estimate of excess costs will be identified on or before Order Validation. Excess costs must be accepted by the Operator to allow an order proceed to delivery. When awaiting acceptance of the excess charges, an order will be parked until the Operator has provided confirmation the excess costs are agreed or the Operator can choose to cancel the order. Where the result is a cancellation, the cancellation charge will be waived in full.~~

~~Alternatively an Operator can choose to forego the order process if the excess costs are not acceptable and cancel the order. An Operator must cancel the order within three (3) Working Days of receipt of the Order Validation (OV). However, if the Operator accepts the excess charges on or before OV and subsequently cancels the order, then the full cancellation fee and any excess costs incurred by open eir will apply.~~

Order Forecast (OF): Notification to the Operator of a delivery date of an order that is validated as “project” or “non-standard”. This delivery date shall be taken as the “standard” date for the purposes of SLA compliance calculations. If new duct/poling and/or fibre build work is required, then additional charges may apply.

Delivery Confirmation (DC): The DC notification process will provide a minimum of 51 Working Days notice to the Operator when an Order will be completed, this will take into account where an order could be delivered earlier than the DDD provided at OV. Prior to the delivery date open eir shall confirm in writing to the Operator as to whether the delivery date will be met. This will enable Operators to better manage their customers’ expectations. In the event that the Delivery Confirmation advises that the Delivery will not be met open eir must ~~advise provide~~ the Operator of the Revised Forecast Date (RFD) within three (3) Working Days of the original due delivery date. Should the new delivery date be in excess of ten (10) Working Days of the previous Due Delivery Date then the cancellation process may be triggered, otherwise the confirmation process recommences.

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

Delivery of Service: the provision of the ~~purchased~~ service by open eir.

⁴ A breakdown of associated cancellation charges are set out in the Network Price List

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• Delivery Notification (DN): date of issuance of a completion notice by open eir to the Operator.

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• Completion of order: An order is deemed to be completed on dispatch of Delivery Notification (DN) ~~open eir will provide a hand over test⁵ of the service and working service by the Operator.~~ The Operator has ~~two (2)~~ Working Days to accept the circuit as completed as specified. **At Delivery Notification the service delivery “clock” is stopped. If the Operator cannot accept the circuit because it is faulty the “clock” starts again until** such time as the circuit is accepted. If the Operator does not inform open eir of its acceptance or otherwise of the circuit, it will be deemed to be accepted by the Operator for the purpose of any SLA Service Credit calculation.

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• If the fault is subsequently found to be in the Operator network or no fault is found, the original date of the completion notice shall apply to the order. Open eir's **standard terms and conditions** regarding recovery of costs for reported faults found not to be in the open eir network shall apply.

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- Service Provision: the activation by open eir of the ordered service.
- Working Day: The time between 09:00 – 17.00 on any day other than Saturdays, Sundays or Public Holidays as defined in the Second Schedule to the Organisation of Working Time Act, 1997.

⁵ A handover test is dependent on the NTU type . it is provided within a welcome pack emailed to the contact provided at order entry



2.1.1 open eir Service Levels for Wholesale Symmetrical Ethernet Access Delivered to an Operator

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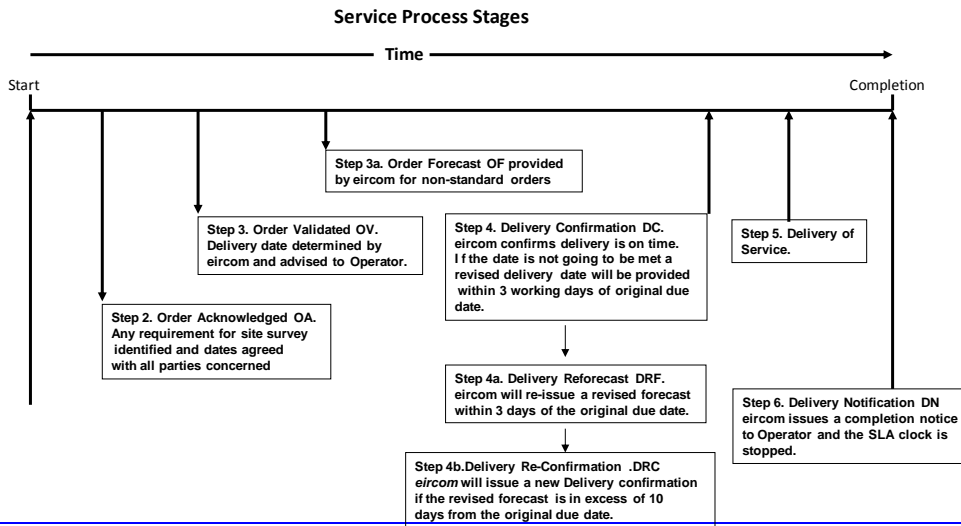
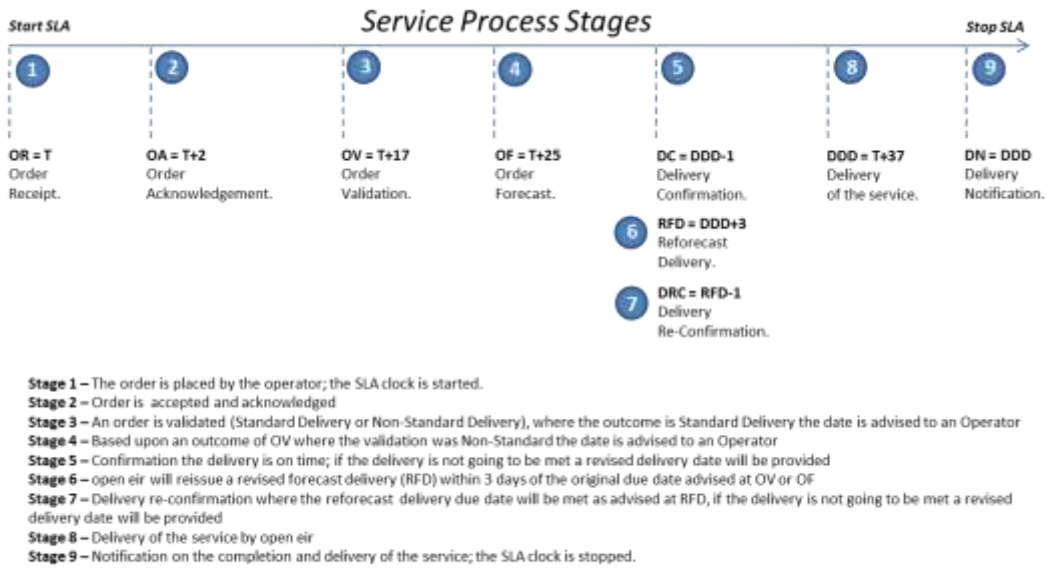


Figure 1: Service Process Stages



2.2 Customer Delay

In the event that the Operator delays installation of the Wholesale Symmetrical Ethernet Access for reasons as detailed within Appendix 1, this will constitute Customer Delay, stopping the SLA “clock” ~~potentially extending the due delivery date up to 5 Working Days.~~

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Should the ~~aggregate~~ Customer Delay exceed 5 Working Days, ~~when the SLA “clock” shall be restarted, at a mutually agreed date, to reflect the requirement for open eir to will may need to reschedule its work for this delivery and send a reforecast document issue a Reforecast of the DDD. A re-forecasted date will be provided as per the sales process points for a new order or earlier if possible.~~

~~In the event that a Customer Delay exceeds 3760 Working Days, the following process will apply:~~

- ~~—Orders that are in Customer Delay between 37 and 90 Working Days, Operators must advise open eir of their expectation for delivering or cancelling the service. For each customer delay event that occurs open eir will charge €100.~~
- ~~Orders that are in Customer Delay⁶ greater than an aggregate of 690 Working Days will be deemed to be cancelled unless a revised Due Date can be mutually agreed.~~
- ~~—and/or~~
- ~~—Orders that exceed 3 Customer Delay events will be cancelled unless mutually agreed. For each customer delay event that occurs open eir will charge €100.~~

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If customer delay dispute arises the dispute will be resolved between the parties and the SLA Service Credit will be recalculated if appropriate.

Customer Delay Notification will be dispatched to the email address provided with the original order form.

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⁶ ~~If an order is cancelled after being in Customer Delay for an aggregate of 60 Working Days a full connection charge will apply.~~



2.3 open eir Service Level Summary for Sales Process Points and Provision Parameters

The applicable sales process points are outlined in the table below.

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Product	OR	OA	OV	OF	DDD	DC	DN	RFD	DRC
WSEA	T	T+2	T + 17	T + 25	T + 45 37	DDD-1	DDD	DDD+3 2	RDF RFD-1

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Table 1: Sales Process Points and Provision Parameters

Note:

- o T = order is received by open eir
- o DDD = Due Delivery Date
- o Numbers in table refer to Working Days not including parked time

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2.4 Cancellation of Services

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2.4.1 Cancellation Fees where Due Delivery Date is missed

If an order is not going to be fulfilled on or before the Due Delivery Date (DDD) provided at validation, then open eir must notify Operators at the Delivery Confirmation (DC) stage.

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~~The DC notification process will provide up to 5 days notice to the Operator when an Order will be completed, this will take into account where an order could be delivered earlier than the DDD provided at OV. This notification will be aligned with Core Field activities and commissioning of CPE and services.~~

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open eir ~~must then will~~ provide Operators with a Revised Forecast Date (RFD) either at the Confirmation Stage or within 3 Working Days from the original DDD.

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If the RFD provided extends beyond 10 Working Days from the original Due Date (DDD) for standard Orders and 20 Working Days from original Due Date (DDD) for non-standard orders, the Operator has the option of cancelling the order without incurring any cancellation fee.

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The Operator must cancel the order within 3 full Working Days of receipt of the Revised Forecast Date (RFD).



However, if the Operator accepts the RFD then the full cancellation fee applies until the RFD is reached when the above rules will be applied again.



2.4.2 Cancellation Fees at Order Forecast

open eir will waive 50% of the cancellation fee for any non-standard order for which the due delivery date provided at order forecast is more than 120 days from the day of validation. This waiver will apply provided the Operator cancels the order within 2 full Working Days of receipt of the forecast date).

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Cancellation Fees at Order Validation

~~open eir will waive 50% of the cancellation fee for non standard orders, where the operator does not accept the excess costs within three (3) days of Order Validation.~~

2.5 Repair Definitions

Repair Time:

The duration between the time a fault is first reported to open eir in accordance with the fault reporting procedures outlined in the WSEA IPM and the time marked by open eir as a **“Confirmed Clear Permanent”**, excluding Parked Time.

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On completion of repair, a fault ticket is given a **“Pending Clear”** status and that ticket is parked i.e. the clock is stopped until the fault clear is either accepted by the Operator

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or

8 working hours (for standard SLA faults) has elapsed from the unconfirmed clear notification time and the ticket is automatically permanently closed

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or

24 clock hours (for premium SLA faults) has elapsed from the unconfirmed clear notification time and the ticket is automatically permanently closed.

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Rejected by the Operator then the ticket is un-parked, the clock is re-started and repair work recommences.

On completion of repair, the **“unconfirmed clear”** status is applied again, Operator is notified and the fault is parked and the process above is repeated.

In order to permanently close ~~the a~~ fault ticket ~~it~~ is un-parked and given a **“Confirmed Clear Permanent”** status together with an associated final clear code, ~~and the a~~ fault ticket is automatically closed and the clear details time-stamped to the actual time that the fault was set to unconfirmed clear.



Tickets can be manually closed at any time up to the system auto-closure of the ticket.²

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Fault:

A fault is the inability to transfer data across the WSEA at its nominal capacity for the particular circuit.

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Service Availability:

Is the annualised in-service time of a circuit expressed in percentage terms. It is measured by $[Total\ Number\ of\ Hours\ in\ the\ Year] - [Total\ Number\ of\ Hours\ Out\ of\ Service] / [Total\ Number\ of\ Hours\ in\ the\ Year]$.

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Response Time:

is the time to complete the following actions:

- a) The fault has been correctly logged and acknowledged.
- b) Preliminary testing and fault localisation has occurred.
- c) Fault clearance has been instigated.
- d) Results of preliminary open eir testing and fault localisation provided to Operator.

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Parked Time:

The times during which the SLA clock is stopped which include; -

- a) time not covered by the relevant SLA
- b) or during out of hours periods where resources being made available on a reasonable endeavours basis are unavailable
- c) or circumstances as outlined in Appendix 1

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2.6 Service Level Summary for Repair Parameters

SLA Attribute		
Time to Repair		T+8 <u>Working</u> Hours T = time fault is logged by open eir receipt of fault report from Operator.



Annualised Service Availability	99.9%
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Table 2: Service Level Repair Parameters

2.7 Logging and responding to Faults

Faults should be logged on the logical WES circuit; this will automatically raise a trouble ticket on the physical SEA. Faults raised on the SEA will not automatically open a WES logical trouble ticket. Open eir will resolve the fault on the logical or physical as appropriate, even if the fault is only reported on the physical SEA.

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The response time is measured from when the fault has been correctly logged and acknowledged, preliminary testing and fault localisation has occurred, fault clearance has been instigated and the results of preliminary open eir testing and fault localisation made available to the Operator.

The Maximum response time is T+ 3 working hours where T is the time that the fault has been logged by open eir.

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2.8 Measuring Service Availability

The reporting frequency for service availability is quarterly and will apply to all WSEA faults on a retrospective basis.

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The Measurement Period is the previous year (4 quarters), rolling.

Service availability will be measured on a 7 x 24 hour basis using the formula:

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

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Total valid out of service hours is the elapsed time between the time faults are logged and the last Pending Clear Permanent, less Parked Time.

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

For faults logged outside of product SLA hours of cover, standard callout charges will apply, with Operator option to request out of hours repair whereby the fault remains open during the out of hours period.



2.9 Measuring Faults for Event based SLA.

A circuit will be included for Service Credit under Event based measurement once a fault is determined to be a fault within the open eir network and not subject to the exclusion described later in this SLA. (see Definitions & Exclusions for Repair Attributes)

The fault must exceed 8 working hours to be eligible for Service Credit.

It is the Clear Code associated with the “Confirmed Clear Permanent” that determines the inclusion or exclusion of the fault ticket when calculating Service Credit due on individual faults and for measuring Service Availability.

Open eir will calculate, if applicable, the Service Credit due on both the logical WES and the Physical SEA of the same end customer.

To safeguard against spurious rejection of repair, in cases where the fault rejection results in open eir determining the rejection to be caused by factors outside of the open eir network, the final clear code will reflect this and the associated fault ticket will be excluded from availability calculations.

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 and notification of same to the Operator. This parked time will be removed from the out of service time used in calculating service availability.

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2.10 Service Provision: Process Service Credits

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Service Provision Process service credits apply when conditions to predefined process points are not met in the specified time frame. The table below specifies the Service Credits relating to these processes.

SLA Delivery Process Attributes	Individual Process Point Service Credit	Maximum Process Service Credit per order
Order Acknowledgement Order Validation, Order Forecast, Delivery Confirmation Reforecast Delivery	€250 ⁷	€750 ⁸

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Table 3: Service Provisioning Process Service Credits for Non-Compliance

- Failure to meet Delivery Confirmation on one or subsequent occasions will be deemed to fail one Delivery Confirmation process point.

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⁷ The process penalty applied for each process attribute that did not meet the specified timeframe.

⁸ The max penalty applied if greater than 3 process attributes did not meet the specified timeframe.

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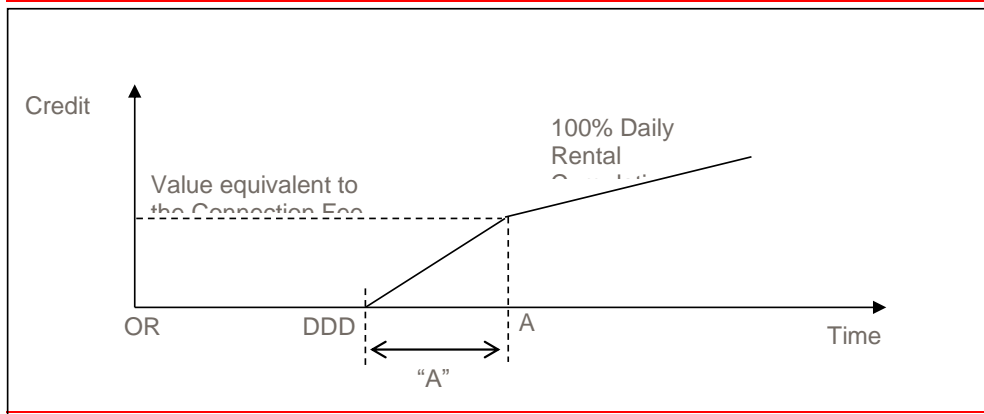
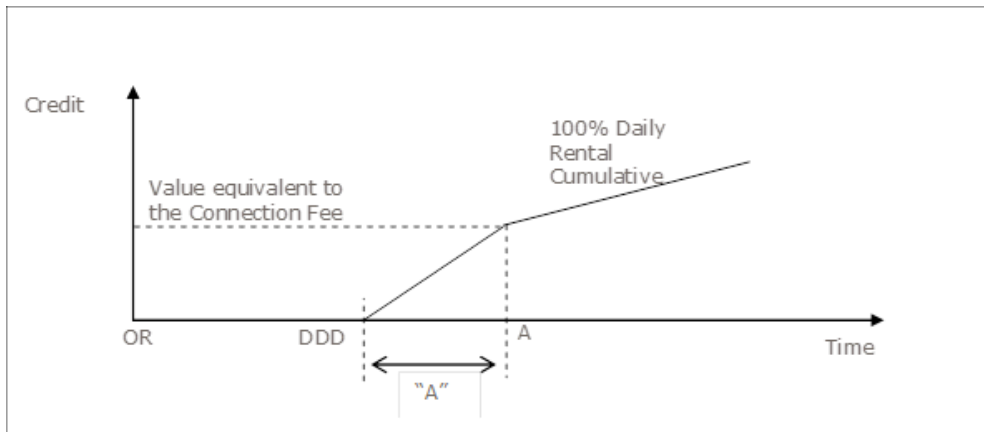
2.11 Service Provisioning Service Credit Mechanism

The Service Provisioning Service Credit mechanism for Wholesale Symmetrical Ethernet Access (See Graphic 2 below) is calculated as a linear payment of the connection fee for the period between the Due Delivery Date (DDD) and A. This period is referred to as the “A” days.

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If the circuit has still not been delivered, after repayment of the connection fee a further linear payment related to the rental per day is due. This payment is to the value of x% of the payable rental per day, where x is 100%.

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Note: OR = Order Receipt — DDD = Due Delivery Date

Figure 2: Delivery Provision Service Credit Mechanism

Note:

OR = Order Receipt

DDD = Due Delivery Date

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The value “A” is defined in the Table 4 below. The Service Provision penalty mechanism will also apply to circuits ordered with a free connection offer (if applicable)

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Service	Standard provisioning Time Scale	Days to be added to the due date to derive the “A”
WSEA	<u>45-T+ 37 working</u> days	<u>22-3719</u> Working Days

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Table 4: Delivery Service Credit- “A” Days Summary

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2.12 Event Based Parameters

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Service Credits will apply (as set in the table below) when open eir fail to achieve the repair time as set in the paragraph on repair parameters.

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Parameter	Criteria	Service Credits
WSEA Repair Time	T+8 Working Hours	2% of the monthly circuit rental per working hour in breach (i.e. greater than 8 working hours) to a maximum of 50% of monthly circuit rental per fault. A maximum of 2 months’ circuit rental credit



		in any one 12 month period per circuit.
Fault Reporting	<p>Faults can be logged 24 x 7 as outlined in the WSEA IPM via the Unified Gateway (UG)-</p> <p>Or</p> <p>Faults can be logged 24 x 7 via phone at 1800 656 656.</p> <p>Wholesale open eir fault reporting team will take the call between 8am and 6pm. Calls received on 1800 656 656 will be diverted to the NMC after 6pm and up to 8am the following day.</p>	
Hours of Coverage	Working Day	

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Table 5: Summary of Event based Parameters

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2.13 - Service Credit Exemption

open eir performance will be assessed against delivery of all completed orders covered by this SLA with a due date in the quarter month under review, ~~subject to a minimum order volume of twenty (20) due date WSEA circuits during the period.~~

~~In the event that order volume for an individual Operator did not reach twenty (20) in the quarter under review, any penalties due will not be paid in the reporting period. However the order volume will be rolled over to the next quarter. Should the Operator reach the assessment threshold in the second quarter then payments for the previous quarter to the Operator will be adjusted accordingly.~~



The SLA exemption applies in the event that open eir is successful in delivering 95% of orders to an individual Operator within the SLA performance metrics. The exemption applies separately to each reporting period.

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2.14 SLA Reporting

Activity Description	Performance Metric	Performance Target	Contractual payment for not meeting Performance Metric Target
Submission of monthly provisioning performance metrics to the Operator's	Time to provide performance metrics to the Operator's	1700 hours, of the ten, th Working Days, after the end of the month.	Default Interest rate as per LLRO on all Service Credits due.
Submission of quarterly repair performance metrics to the Operator's including the service availability metric	Time to provide performance metrics to the Operator's	1700 hours, of the twenty Working Days, after the end of the Quarter	Default Interest rate as per LLRO on all Service Credits due.
open eir to publish quarterly metrics on the Mean Time to Deliver (MTTD) for Standard and Non Standard Orders	Mean Time to Deliver for Standard, Non-Standard Orders	1700 hours, twenty Working Days after the end of the Quarter	Default Interest rate as per LLRO on all Service Credits due.
open eir to publish quarterly metrics on customer delay: 1) % of Orders with CD > 5WD, and 2) No. of CD Events across order types that are completed, in progress and cancelled.	Customer Delay for Standard, Non-Standard Orders	1700 hours, twenty Working Days after the end of the Quarter	Default Interest rate as per LLRO on all Service Credits due.

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These data is already provided on an operator basis via service mgt teams, and for industry on a monthly basis circulated as the data services report.

Table 6: SLA Reporting



Appendix 1: Definitions and Exclusions for WSEA

1. General

Services will be provided within the standard delivery timescales for WSEA, subject to the following definitions and exclusions in addition to open eir’s **general terms and conditions** for the WSEA.

Exclusions to the Service Level Agreement exist if the Operator fails to fulfil all the requirements placed on it and open eir provides notice of such requirements as stated in the Leased Line Agreement or WSEA IPM. For the avoidance of doubt this includes the provision of accommodation, access and power for the installation of terminating equipment.

Paragraphs (a) - (d) set out the exceptional circumstances applicable for the purpose of the implementation of Service Level Agreements.

~~(1) (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) Where the Operator specifies a date before which service will not be accepted or an exact date on which the service must be delivered, regardless of validation status.

~~(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) Force majeure.

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2. Wholesale Symmetrical Ethernet Access Exemptions

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Services will be provided within the standard delivery timescales for the specified Wholesale Symmetrical Ethernet Access, subject to the following definitions and exclusions in addition to open eir's **general terms and conditions for the relevant service set out in the LLRO Annexe C, Service Schedule 014.**

Operator Responsibilities

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2.1 General Operator Obligations

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The Operator shall inform open eir of any internal Operator changes to its network which are likely to affect the performance of the open eir supplied elements of the network and subsequently open eir's **ability to comply with this Agreement.**

The Operator shall not withhold payments in respect of any service save in accordance with agreed dispute resolution procedures.

2.2 Orders

Where an order is acknowledged, any requests for material modifications, as set out in the WSEA submitting a revised order. In this case open eir's **standard terms** relating to cancellation of orders will apply.

2.3 Customer delay

Services will be provided within SLA timescales however these are subject to events where on an exceptional basis an Operator can delay the installation. These events are treated as Customer delay and will stop the SLA clock until the reason for the delay is rectified.

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Paragraphs (a) – (k) set out some of the exceptional circumstances applicable for activation of Customer Delay within the Service Level Agreement.

(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.

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(b) Where fibre jointers are refused access and so cannot complete the order

(c) An operator needs to provide containment on private property

(d) Awaiting acceptance of excess costs from the operator

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(e) Awaiting acceptance to use shared duct for primary and diverse fibre before proceeding with an installation

(f) The customer contact provided on an order is incorrect or the contact is unavailable



- [\(g\) Insufficient space on site or within a customer cabinet, the customer is not ready to take delivery of the service](#)
- [\(h\) The customer needs to arrange access with the site landlord](#)
- [\(i\) Installation is put on hold at a customer request](#)
- [\(j\) A planning issue, permission is sought for removal of obstruction, site civils or poles are required](#)
- [\(k\) Dual power NTU or different power rating required, customer is to contact the operator to amend the order.](#)

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3. Definitions and Exclusions for Delivery Attributes.

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3.1 Definitions

~~Wholesale Symmetrical Ethernet Access Quarterly Rental means the quarterly charge payable by the Operator to open eir as appears on the initial bill for the Wholesale Symmetrical Ethernet Access orders relating to the Service Credits calculation.~~

Wholesale Symmetrical Ethernet Access Monthly Rental means [the monthly SEA and WES charges payable to open eir as set out in the published network price list](#) ~~a sum equivalent to 1/3 the quarterly rental defined above, the monthly SEA and WES charges payable to open eir as appears on the initial bill for the Wholesale Symmetrical Ethernet Access orders relating to the Service Credits calculation.~~

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Wholesale Symmetrical Ethernet Access Monthly Rental means the monthly SEA and WES charges payable to open eir as set out in the published network price list

Daily Rental means the monthly rental as defined above divided by 30.5.

Connection Fee means the connection fee payable as appears on the initial bill for the order(s) relating to the Service Credits calculation.

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3.2 ~~Service Delivery Exclusions~~ Non-Standard Orders

Where orders are non-standard, a Due Delivery Date ~~shall~~ can be agreed with the Operator and the SLA shall apply to that agreed date and to the order thereafter subject to these terms and conditions. The order shall be deemed to be non-standard where there are impediments to open eir delivering the order. The impediments include the circumstances listed below.

• Following an open eir site survey, open eir is required to build new network components. If this exclusion applies it will be advised to an Operator at the point of order validation.

• ~~An Operator's end user premises are more than 4km from the nearest open eir NGN node.~~

• Operator's end user premises ~~is~~ are not accessible to the existing open eir fibre access network

• The Operator end user premises are not served by useable open eir owned duct and is more than 500m ~~1Km 2Km?~~ from an available open eir access fibre.

• In instances where open eir's ability to deliver is constrained by a force majeure event.

• Operator end user premises related circumstances preventing or constraining delivery of the order.

• New fibre required.

• ~~Line upgrade/conditioning required.~~

• Where the order is treated as a project delivery.

4. Definitions and Exclusions for Repair Attributes

4.1 Definitions

Repair Attributes:

The daily rental is equal to the applicable monthly or quarterly rental charge payable by the Operator to open eir in respect of the period during which the fault occurred divided by 30.5 or 91.25 respectively.

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5. Service Restoration Definition

Service shall be deemed to have been restored when the fault condition is resolved on the open eir network and service availability restored. open eir reserves the right to put in place temporary service restoration while repairs to a fault are undertaken.

- The period of non-availability will commence at the time a fault is first reported to open eir in accordance with the fault reporting procedures outlined in the WSEA IPM. The period of non-availability shall end from the time logged by open eir that the service is available.

- In the event of any dispute between the parties in respect of service availability or otherwise, open eir reserves the right to determine the period of availability for the purposes of the credit rebates payable.

open eir reserves the right to implement scheduled outages. These will be used to carry out essential network maintenance or alteration procedures, for instance upgrading network management software. These will be excluded from availability calculations

- If the fault is subsequently found to be in the Operator network (including its CPE) open eir's **standard terms and conditions regarding recovery of costs for reported faults** found not to be in the open eir network shall apply.

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Service Assurance Exclusions

The circuit will be deemed available and is therefore 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 continuous access to the Operator end user premises is not available to open eir on request from the time the fault is reported.
- Where the fault is caused by third party activities such as cable damage; loss or variation of electrical power at the Operator site containing a Wholesale Ethernet Interconnect Link – Edge Node Handover (WEIL-ENH) circuit (see WEIL product description document).
- Where the fault is caused by notified severe weather conditions such as storms, flooding or lightning
- Where a fault occurrence is due to changes in Operator provided apparatus
- Where the fault is not in the open eir network
- Where the Operator or its agents are not available to open eir at reasonable notice, for the purpose of conducting diagnostic tests between the open eir network and the open eir NTU
- Where a fault is reported and no fault is detected when the service is tested
- Any period of scheduled outages notified to the Operator in accordance with the planned works procedure
- A failure of the Operator end user to allow access to premises or equipment when requested
- A failure of the Operator to allow access to the premises containing a Wholesale Ethernet Interconnect Link – Edge Node Handover (WEIL-ENH) circuit (see WEIL product description document).
- The Operator failing to operate the service in accordance with open eir terms and conditions for the provision of the service
- A failure of the Operator to report the fault in accordance with the fault reporting **procedures specified under “Fault Reporting” as outlined in the WSEA IPM**
- Faults relating to the use of non-type approved or CE certified equipment by the Operator.

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◆ **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 a Pending Clear status, it will be parked.**
- **Where an engineer is dispatched and cannot get access to the end user premises, or to the Operator site containing an associated Wholesale Ethernet Interconnect Link – Edge Node Handover (WEIL-ENH) circuit (see WEIL product description document).**
- **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**

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Appendix 2: Guidelines for Payment of Service Credits

Service Credits will be automatically credited to the account associated with the relevant Operator service order.

open eir shall provide individual Operators with Service Credits statements one month in arrears with the statement being reconciled between the parties during month 3 with payment made in the next billing cycle.

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

The Service Credits Manager
open eir Wholesale [Operations](#)
[1 Heuston South Quarter 2022 Bianconi Avenue](#)
[City west](#)
Dublin [248](#)

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.

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Version Control History

Versio	Status	Update	Effective Date
1.0			² 3rd March 2010
1.1		Update for WEIL ENH (Edge Node Handover)	1st June 2011
1.2		Updated to include Event Based SLA	1st July 2013
1.2		Document rebranded from eircom wholesale to open eir	16th September 2015
1.3		Introduction of AutoClosure of Faults in Pending Clear	² 1st September 2015
V2.0	Final	This document is based on V1.3 Implementation of Standardised Change Control.	21/06/2017
<u>V2.3</u>	<u>Draft</u>	<u>Revised Provisioning SLA</u>	<u>TBC</u>
<u>V2.4</u>	<u>Draft</u>	<u>Revised changes based on bilateral meeting in HSQ</u>	<u>TBC</u>
<u>V2.5</u>	<u>Draft</u>	<u>Revisions marked up by BT and comments by open eir</u>	<u>TBC</u>
<u>V2.6</u>	<u>Draft</u>	<u>Update by open e-r - reviewed on 30/5/18</u>	<u>TBC</u>
<u>V2.7</u>	<u>Draft</u>	<u>Update in relation to project orders</u>	<u>TBC</u>
<u>V2.8</u>	<u>Proposed</u>	<u>Update project order details and note on cancellation charges, AP1806.4 and AP1806.4 – This is the BAFO from open eir</u>	<u>TBC</u>
<u>V2.9</u>	<u>Propose</u>	<u>Updated based on amendment #10 from Comreg</u>	<u>TBC</u>

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