

# LEASED LINE REFERENCE OFFERING

From

open eir<sup>1</sup>

This is not a legal document. open eir is not bound by this document and may amend it from time to time. This document is without prejudice to the legal position or the rights and duties of open eir.

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<sup>1</sup> open eir is a trading name of eircom limited, Registered as a Branch in Ireland Number 907674, Incorporated in Jersey Number 116389, Branch Address : 2022 Bianconi Avenue | City West Business Campus | Dublin 24 | D24 HX03

## Version Control

Version	Status	Update	Effective Date
Version N		Section E Data Centre Handover 100G Wholesale Interconnect Link (DCH WEIL)	22/05/2017
V1.0	Final	This document is based on Version N Implementation of Standardised Change Control.	21/06/2017
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This document follows change control procedure:

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

**Final** is defined as a document status when the approved document is uploaded to the relevant section of the open air 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- Historical Document History Table located at end of Document.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. Preface

- 1.1 The Leased Line Reference Offer, which is presented in the form of a standard contract, deals with specific Leased Line Services which open eir offers to Authorised Operators authorised under the Authorisation Regulations, operating in the Irish market.
- 1.2 open eir will not be responsible for the content of data conveyed through its Leased Line Service.
- 1.3 This Leased Line Reference Offer, ("LLRO") takes effect from the date approved by the National Regulator and shall continue in effect until superseded by a revised LLRO.
- 1.4 open eir reserves the right to review and to revise this LLR O on a regular basis. Further, open eir shall review and revise this L L R O when required to do so by the National Regulator acting in exercise of the powers conferred on it by the Access Regulations.
- 1.5 Any revision of the terms of this LLRO shall be subject to the approval of the National Regulator. Once approved by the National Regulator, the revised LLRO shall replace or amend this LL R O. Such revised or amended LL RO shall be published within one (1) week of its approval by the National Regulator. The implementation of such changes shall be subject to clause 23 of the Agreement.
- 1.6 Without prejudice to the paragraph 1.5 above, where appropriate, open eir will consult with industry prior to the submission of revisions to the National Regulator.
- 1.7 References to legislative provisions herein are to be construed as references to such provisions as the same may be amended from time to time.



**STANDARD  
LEASED LINE  
AGREEMENT**

**between**

**[ ]**

**and**

**eircom Limited**

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**This AGREEMENT** is made on [ ]

between

[ ] having its registered office at the [ ] (hereinafter referred to as “**Operator**”)

and

eircom Limited having its Irish branch address at 2022 Bianconi Avenue | City West Business Campus | Dublin 24 | D24 HX03 , (hereinafter referred to as “open eir”)

## **1. Introduction**

### **Whereas**

- A. The Operator is authorised under the Authorisation Regulations to provide an electronic communication network or electronic communication service in Ireland.
- B. open eir is required to comply with obligations imposed in accordance with Regulations 5.6, 5.7 and 9 – 14 of the Access Regulations.
- C. The Parties entering into this Agreement recognise the necessity of effective provision of quality telecommunications services to their respective customers and that accordingly:
  - (a) the Parties should exchange technical information willingly in order to make the provision of Leased Line Services effective, without prejudice to commercial confidentiality;
  - (b) the Parties should at all times act so as to facilitate the speedy and effective operation of this Agreement, to the benefit of customers and to their mutual advantage;
  - (c) in implementing services and facilities under this Agreement, both Parties should endeavour to minimise the attendant costs, provided that this does not result in additional cost attribution to other products and services provided by either Party and is consistent with agreed quality standards.

In consideration of the mutual covenant and obligations contained in this Agreement, the Parties HEREBY AGREE AS FOLLOWS:

## **2. Definitions and Interpretation**

- 2.1 In this Agreement, except if the context requires otherwise, words and expressions are as defined in Annex A or the relevant Annex C Service Schedule.
- 2.2 References to Acts, Statutory Instruments and other legislation including European Community legislation are to such legislation as amended from time to time, any legislation of which it is a re-enactment and also includes any sub-ordinate legislation made from time to time under that legislation.
- 2.3 Terms defined in relevant European Union legislation concerning the provision of electronic communications networks and/or services or in consequent Irish implementing legislation (which, for the avoidance of doubt includes Decisions published by the National Regulator) shall, where used in this Agreement, have the meanings ascribed to them in such legislation.
- 2.4 The following documents form part of this Agreement and, in the event of any inconsistencies between them, the order of precedence shall (unless expressly stated to the contrary) be as follows:
  1. Main body of the Agreement including  
Annex A, Definitions  
Annex B, Billing and Payments  
Annex C, Service Schedules
  2. Product Description(s)
  3. open eir Network Price List
  4. Service level agreements
  5. Forms – Billing and Order forms when submitted

## **3. Commencement and Duration**

- 3.1 This Agreement takes effect on the date hereof and shall continue until:
  - 3.1.1 the Operator ceases to be authorised to provide an electronic communications network or electronic communications service, pursuant to the provision of the Authorisation Regulations; or,
  - 3.1.2 termination pursuant to this Agreement.

#### 4. Leased Line Services

The Service Schedules attached at Annex C provide detail on the Leased Line Services, which open eir will provide under this Agreement.

#### 5. Charging for Leased Line Services

The charging structure and charging levels applicable to each Service Schedule are as published in the open eir Network Price List on the open eir website at [www.openeir.ie](http://www.openeir.ie). Any change to these prices will be subject to approval by the National Regulator and such prior notification as specified by the National Regulator.

#### 6. New Services

- 6.1 The Operator may, at any time, request from open eir any Additional Leased Line Service or facility which open eir does not currently make available to any other Authorised Operator (“**Additional Leased Line Service**”). The Operator and open eir shall enter into negotiations in good faith for the provision of such Additional Lease Line Service.
- 6.2 The Operator shall provide open eir with a written statement of its requirements for the Additional Leased Line Service or facility (the “**Statement of Requirements**”). open eir shall acknowledge receipt of such a Statement of Requirements not later than five (5) Working Days after receipt.
- 6.3 Not later than one (1) month, unless otherwise agreed by the Parties, after receipt of a Statement of Requirements, open eir shall confirm whether the Statement of Requirements is sufficient. If not, open eir shall request any further clarification it may reasonably require.
- 6.4 Subject to the Operator’s Statement of Requirements being sufficient, open eir shall confirm in writing whether it agrees to provide the Additional Leased Line Service or facility described in the Statement of Requirements not later than two (2) months after the receipt of the Statement of Requirements unless otherwise agreed by the Parties.
- 6.5 If open eir agrees to provide the Additional Leased Line Service or facility, open eir shall endeavour to agree the technical and commercial aspects of the Additional Leased Line Service within seventy five (75) calendar days after receipt of the Statement of Requirements unless otherwise agreed by the Parties. The agreed technical and commercial terms will be incorporated into a revision to this Agreement and submitted to the National Regulator for approval. open eir will develop a service level agreement for the Additional Leased Line Service where appropriate.
- 6.6 If open eir does not agree to provide the Additional Leased Line Service described in the Statement of Requirements on the ground that the obligations imposed on open eir pursuant to the Access Regulations do not include an obligation to provide such an Additional Leased Line Service, a Dispute may be deemed to have arisen between the Parties and the Parties may invoke the provisions of clause 10 hereof. Negotiations to agree agreeable terms may nevertheless continue pending resolution of the Dispute.
- 6.7 open eir shall offer an Additional Leased Line Service to all Authorised Operators at the same time and provide sufficient notice so that they can order and have the Additional Leased Line Service delivered by open eir. In all cases this will be no less than the provisioning time for the Additional Leased Line Service, to be approved by the National Regulator.



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## 7. Billing and Payment

- 7.1 open eir shall bill the Operator and the Operator shall remit payment to open eir in accordance with the provisions outlined in Annex B.
- 7.2 The charges in this Agreement are exclusive of VAT. However VAT will be charged on invoices resulting from this Agreement.
- 7.3 Invoices are due and payable in Euro. Invoices are payable within thirty (30) calendar days from the date of issue of the invoice.
- 7.4 open eir shall provide invoices of all amounts due to it, calculated in accordance with the provisions of the Services Schedules in Annex C hereof and the open eir Network Price List.

## 8. Network Safety and Protection

- 8.1 Each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this Agreement to ensure that its Network does not:
  - 8.1.1 endanger the safety or health of employees, contractors, agents or customers of the other Party, or
  - 8.1.2 damage, interfere with or cause any deterioration in the operation of the other Party's Network.
- 8.2 Neither Party shall connect or knowingly permit the connection to its Network of any equipment or apparatus, including, but not limited to, any terminal equipment that is not approved by the relevant approvals authority for attachment to its Network.

## 9 Provisioning, Operation and Maintenance

The procedures for the provisioning of the Leased Line Services as well as for the continued operation and maintenance thereof shall be as set out in the Service Schedules and the associated Product Descriptions, Process Manuals and service level agreements.

## 10 Resolution of Disputes

- 10.1 Each Party shall use its reasonable endeavours to resolve any Disputes between them concerning the implementation, application or interpretation of this Agreement, including those covered by Annex B, in the first instance through negotiation between the Parties through the normal contacts, hereinafter referred to as Level 1.
- 10.2 In the event of the Parties failing to resolve the Dispute at Level 1 Negotiation within two (2) weeks either Party shall have a right to invoke the dispute procedures specified herein on the service of notice to that effect upon the other Party. The Party serving the notice (the "**Disputing Party**") shall include with such notice all relevant details including the nature and extent of the Dispute.
- 10.3 Upon service of such notice the Dispute shall be escalated to Level 2. The Parties shall consult at Level 2 in good faith to endeavour to resolve the Dispute.

- 10.4 If the endeavours of the Parties to resolve the Dispute at Level 2 are not successful within two (2) weeks of escalation of the Dispute to Level 2, either Party may upon service of notice to the other escalate the Dispute for determination by the National Regulator in accordance with the Framework Regulations, as appropriate, hereinafter referred to as Level 3. All relevant details with regard to the nature and extent of the Dispute shall be furnished to the National Regulator together with a record of matters which have been agreed or not agreed at Levels 1 and 2.
- 10.5 The name of each Party's liaison contact and representative at each level of consultation shall be as specified in the clause 19. No change to a liaison contact or representative shall be effective until it has been notified to the other Party.
- 10.6 The time limits specified at clauses 10.2 and 10.4 above may be extended by mutual agreement between the Parties.
- 10.7 The above procedures are without prejudice to any rights and remedies that may be available to the Parties in respect of any breach of any provision of this Agreement.
- 10.8 Nothing herein contained shall prevent a Party from:
- (a) seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief; or
  - (b) automatically referring the dispute to the National Regulator in accordance with the Framework Regulations, as appropriate, without recourse to Level 1 or Level 2 Negotiation in accordance with any right (if any) either Party may have to request a determination or other appropriate steps for its resolution. Without prejudice to the foregoing each Party undertakes to avail of the Level 1 and Level 2 procedures set out herein, prior to referring the dispute to the National Regulator in accordance with the Framework Regulations, as appropriate, save in exceptional circumstances.

## 11. Breach, Suspension and Termination

- 11.1 If the Operator's Network adversely affects the normal operation of the open eir Network, or is a threat to any person's safety, open eir may suspend, to the extent necessary, such of its obligations hereunder, and for such period as it may consider reasonable to ensure the normal operation of its Network or to reduce the threat to safety.
- 11.2 If either Party is in material breach of this Agreement (excluding failure to pay an undisputed sum due hereunder which is subject to clauses 11.10 through 11.15), the other Party may serve a written notice (the "**Breach Notice**") on the Party in breach specifying the breach and requiring it to be remedied within:
- 11.2.1 thirty (30) calendar days from the date of receipt of such Breach Notice; or
  - 11.2.2 in case of emergency (excluding financial obligations) within such shorter period as the Party not in breach may reasonably specify.
- 11.3 If the Party in breach fails to remedy the breach within the period stated in the Breach Notice, the other Party may terminate this Agreement on two (2) weeks' written notice provided always that if the Party in breach remedies the breach within such two (2) weeks' notice period, this Agreement shall not terminate as a result of such notice.
- 11.4 This Agreement may be terminated by either Party by written notice forthwith (or on the termination of such other period as such notice may specify) if the other Party:

- 11.4.1 is unable to pay its debts within the meaning of the Companies Acts 1963 – 2013(as amended); or
- 11.4.2 has a Receiver or Examiner appointed or has been subject to an application for the appointment of a Receiver or an Examiner in relation to all or any of its assets or an encumbrancer has taken possession of all or a material part of its assets; or
- 11.4.3 has an order made or a resolution passed for its winding up (other than for the purpose of amalgamation or reconstruction); or
- 11.4.4 enters into a voluntary arrangement with creditors under the Companies Acts 1963 – 2013(as amended); or
- 11.4.5 ceases to carry on business.
- 11.5 In the event the Parties fail to reach agreement on a matter arising pursuant to clause 15.1.2 where the material change removes a regulatory obligation(s) from open eir in accordance with the terms of clause 15, open eir shall be entitled to issue a termination notice to take effect in thirty (30) days in respect of that portion of the Agreement (or Leased Line Service(s)) which relates to the removal of the regulatory obligation. Any termination notice pursuant to this clause shall not be issued earlier than three (3) months, or such other period as may be agreed between the Parties acting reasonably, from the service of the review notice pursuant to clause 15.1.2.
- 11.6 The Operator may terminate this Agreement at any time by giving open eir not less than twelve (12) months written notice.
- 11.7 Without prejudice to open eir's rights upon termination of this Agreement, open eir shall refund to the Operator a pro-rated proportion of those periodic sums (if any) paid under this Agreement for any period extending beyond the date of such termination.
- 11.8 Termination of this Agreement shall not be deemed a waiver of a breach of any term or condition of this Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination.
- 11.9 Notwithstanding the termination or expiry of this Agreement clauses 11.7, 13, 14 and 17 inclusive shall continue in full force and effect for a period of six (6) years from the date of termination unless otherwise agreed by the Parties.
- 11.10 open eir's right to terminate or suspend performance of this Agreement pursuant to this clause 11 is without prejudice to any other rights or remedies available to either Party. In particular nothing contained herein shall prevent a Party who has been served with a Breach Notice pursuant to clause 11.2 hereof (and who is of the reasonable opinion that no such material breach has occurred) referring the matter to the National Regulator for determination. The Parties shall use their best endeavours to ensure that the National Regulator shall determine the issue as expeditiously as possible after hearing submissions and representations from both Parties. The remedies available to the Party alleging a breach under this clause 11 by the other Party shall not be exercised by it pending adjudication on the matter by the National Regulator.
- 11.11 In the event that the Operator fails to remit payment for Leased Line Services under this Agreement in accordance with the provisions of Annex B, Billing and Payment, such failure shall constitute a material breach ("**Payment Breach**") and open eir shall be entitled to issue a Breach Notice requiring this breach to be remedied within ten

(10) calendar days or such longer time as open eir may deem reasonable under the circumstances save for circumstances governed by sub-clause 11.16.

- 11.12 If the Operator remedies the breach within the period set out in clause 11.15 open eir shall not terminate the Agreement provided that clause 11.16 does not apply.
- 11.13 In the event the Operator fails to remedy the Payment Breach within the time provided in the breach notice, open eir may initiate credit vetting as defined in clause 12 of this Agreement. The purpose of this vetting is to establish whether the non-payment is likely to cause a specific financial risk to open eir, due to the financial circumstances of the Operator.
- 11.14 If justified by credit vetting, open eir may request a financial security guarantee following the principles outlined in clause 12.
- 11.15 Failure (within the time specified in clause 12) or refusal (at any time) by the Operator to provide a financial guarantee shall give open eir the right to terminate the Agreement with ten (10) calendar days notice.
- 11.16 If, following the service of three previous Breach Notices, a Party is in Payment Breach on a fourth occasion during a twenty-four month period, this Agreement may be terminated by open eir by the service of a written notice of termination on the Operator. Termination shall take effect thirty (30) calendar days from the date of issue of the notice. Termination may be effected regardless of whether or not the Payment Breach is remedied during this period. The payment obligations survive termination.

## **12. Credit Assessment and Credit Risk Management**

- 12.1 open eir may carry out credit vetting of the Operator prior to the commencement of the Leased Line Services. The method to be used by open eir will be communicated to the Operator and will be applied consistently to all Authorised Operators.
- 12.2 Should the result of the credit vetting of the Operator confirm that the provision of Leased Line Services poses a financial risk which is greater than can be controlled by a credit limit (which open eir shall justify), open eir has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved. The level of security shall take account of factors such as the estimated value of services to be provided, and the projected liability. The financial security may be provided by a means such as a bank deposit or a guarantee, and open eir shall not unreasonably refuse to accept any other form of financial guarantee proposed by the Operator. The financial security will be subject to quarterly review during the first year of operation of this Agreement.
- 12.3 open eir may carry out credit vetting of the Operator where open eir has reasonable concern about the ability of the Operator to cover debts including without limitation where open eir has evidence of a poor payment history or the Operator's credit rating has been downgraded or threatened to be downgraded. The method to be used will be communicated to the Operator and will be standard to all Authorised Operators.
- 12.4 Should the result of credit vetting of the Operator confirm the existence of a financial risk, open eir has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved and shall take due account of historic levels of payments, liability, payment frequency and credit terms. The financial security may be provided by a means such as a bank deposit or a guarantee, and open eir shall not unreasonably refuse to accept any other form of financial guarantee proposed by the Operator. The financial security will be subject to

quarterly review and will be removed or reduced where the security or its level is no longer justified. open eir reserves the right to treat failure to provide an agreed security within thirty (30) days (or such longer period as open eir may reasonably allow) of the date of open eir's request as a breach of this Agreement.

- 12.5 For avoidance of doubt, any Disputes relating to credit vetting and credit management shall be subject to the conditions set out in clause 12 of this Agreement.

### **13. Confidentiality**

- 13.1 The Parties agree to treat as confidential all information defined as such in the Non-Disclosure Agreement.
- 13.2 The contents of this Agreement, either in one or more parts or in its entirety, may not be divulged to any Third Party, with the exception of the National Regulator, without the written consent of both Parties.

### **14. Intellectual property rights**

Except as expressly otherwise provided in this Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Agreement shall be deemed to confer any assignment or right or title whatsoever or licence of the Intellectual Property Rights of one Party to the other Party, and nothing in this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, licence, assign or transfer its own Intellectual Property.

### **15 Review**

- 15.1 A Party may seek to amend this Agreement by serving on the other a review notice (a "**Review Notice**") if:
- 15.1.1 either Party's authorisation is materially modified (whether by amendment or replacement); or
  - 15.1.2 a material change occurs in the law or regulations (including codes of practice whether or not having the force of law) governing electronic communications in Ireland or the EU; or
  - 15.1.3 a material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Agreement; or
  - 15.1.4 this Agreement is assigned or transferred by the other Party except if prior written consent to the assignment or transfer is not required under clause 18 hereof.
  - 15.1.5 a Party initiates a general review of the Agreement during the three (3) month period commencing on the 1<sup>st</sup> October in any year.
- 15.2 A Review Notice shall set out in reasonable detail the issues to be discussed between the Parties.
- 15.3 On service of a Review Notice, the Parties shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing the relevant amendments to this Agreement.

- 15.4 For the avoidance of doubt, the Parties agree that notwithstanding service of a Review Notice this Agreement shall remain in full force and effect.
- 15.5 Save for a Review Notice served pursuant to clause 15.1.2 where the material change removes a regulatory obligation from open eir, if the Parties fail to reach agreement on the subject matter of a Review Notice within three (3) calendar months (the “**Relevant Period**”) in each case from the date of service of such Review Notice, either Party may, not later than one (1) calendar month after the expiration of the Relevant Period, request in writing the National Regulator to determine:
- 15.5.1 the matters upon which the Parties have failed to agree;
- 15.5.2 whether this Agreement should be modified to take account of such matters; and, if so
- 15.5.3 the amendment or amendments to be made.
- 15.6 The Parties shall enter into an agreement to modify or replace this Agreement in accordance with what is agreed between the Parties to conform to the National Regulator’s determination.
- 15.7 Any failure to reach agreement on the subject matter of a Review Notice pursuant to clause 15.1.2 where the material change removes a regulatory obligation from open eir shall be subject to clause 11.5 of this Agreement.
- 15.8 The Parties may, at any time, agree in writing a variation to the time periods specified above in relation to a particular Review Notice.

## 16 Force Majeure

- 16.1 Neither Party shall be liable to the other Party for any delay in or failure to perform its obligation under this Agreement caused by a Force Majeure Event. .
- 16.2 The Party initially affected by a Force Majeure Event shall promptly notify the other of the circumstances in question and their effect on the performance of obligations under this Agreement, and the estimated extent and duration of its inability to perform or delay in performing its obligations (“**Force Majeure Event Notification**”).
- 16.3 Upon cessation of the service effects of the Force Majeure Event the Party initially affected by a Force Majeure Event shall promptly notify the other of such cessation.
- 16.4 If as a result of a Force Majeure Event, the performance by the Party, initially affected, of its obligations under this Agreement is affected, such Party shall, subject to the provisions of clause 16.6, perform those of its obligations not affected by a Force Majeure Event. In performing those of its obligations not affected by a Force Majeure Event, the Party initially affected by a Force Majeure Event shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Party.
- 16.5 Each Party shall use its reasonable endeavours: (i) to avoid or remove the circumstances constituting Force Majeure, and (ii) to mitigate the effect of the Force Majeure as and when it exists.
- 16.6 To the extent that a Party is prevented as a result of a Force Majeure Event from providing all of the services or facilities to be provided under this Agreement, the

other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.

16.7 Following a Force Majeure Event Notification and if the effects of such Force Majeure Event continue for:

16.7.1 a continuous period of not more than six (6) months from the date of the Force Majeure Event Notification (whether or not notice of cessation has been given pursuant to clause 16.3) any obligation outstanding shall be fulfilled by the Party initially affected by the Force Majeure Event as soon as reasonably possible after the effects of the Force Majeure Event have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;

16.7.2 a continuous period of six (6) months or more from the date of the Force Majeure Event Notification (and notice of cessation has not been given pursuant to clause 16.3), the Party receiving the Force Majeure Event Notification shall be entitled (but not obliged) to terminate this Agreement by giving not less than thirty (30) Working Days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the force majeure notification prior to the expiry of the thirty (30) Working Days notice. If this Agreement is not terminated in accordance with the provisions of this clause 16.7.2, any obligations outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

## 17. Limitation of Liability

17.1 Neither Party has an obligation of any kind to the other Party beyond an obligation to exercise the reasonable skill and care of a competent electronic communications operator in performing its obligations under this Agreement.

17.2 Subject to clause 16.4, if a Party is in breach of any of its obligations under this Leased Line Agreement to the other Party (excluding obligations arising under this Leased Line Agreement to pay moneys in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to one and a quarter million EURO (€1,250,000) for any one event or series of connected events and two and a half million EURO (€2,500,000) for all events (connected or unconnected) in any period of twelve (12) calendar months.

17.3 Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Leased Line Agreement, howsoever caused.

17.4 Each provision of clause 17 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

## 18. Assignment of Rights and Obligations



- 18.1 Unless otherwise agreed in writing, and subject to clause 18.2, no rights, benefits or obligations under this Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.
- 18.2 No consent is required under clause 18.1 for an assignment of rights, benefits or obligations under this Agreement (in whole or in part) to a successor to all or substantially all of the assigning Party's Network to an Associated Company provided that such successor or Associated Company is authorised under the Authorisation Regulations, to operate the Network of the assigning Party.
- 18.3 The assigning Party shall promptly give notice to the other Party of any assignment permitted to be made without the other Party's consent. No assignment shall be valid unless the assignee/successor agrees in writing to be bound by the provisions of this Agreement.

## **19. Notices**

- 19.1 A notice shall be duly served if:
- 19.1.1 delivered by hand, at the time of actual delivery;
  - 19.1.2 sent by facsimile, upon its receipt being confirmed;
  - 19.1.3 sent by recorded delivery post, four (4) calendar days after the day of posting.
- 19.2 Except if otherwise specifically provided all notices and other communications relating to this Agreement (Level 1) shall be in writing and shall be sent as follows:
- If to the Operator:
- Contact,  
Address,  
Address,  
Address,
- Telephone
- If to open eir:
- The Company Secretary (copy to Wholesale Director)  
open eir  
2022 Bianconi Avenue  
City West Business Campus  
Dublin 24 | D24 HX03  
Telephone: 01 6714444  
Facsimile: 01 6007711
- or to such other addresses as the Parties may notify from time to time pursuant to this clause 19.
- 19.3 The level 2 escalation points within the Parties in relation to resolution of Disputes shall be as follows;

If to the Operator:





Contact  
Address,  
Address,  
Address,

Telephone: xxxxxxxxx  
Facsimile: yyyyyyyyy

If to open eir:

Director Regulated Product Management  
open eir  
2022 Bianconi Avenue  
City West Business Campus  
Dublin 24 | D24 HX03

Telephone: 01 671 4444  
Facsimile: 01 428 6240

## **20. Entire Agreement**

This Agreement represents the entire understanding of an agreement between the Parties in relation to the subject matter of this Agreement, and, unless otherwise agreed in writing, supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written.

## **21. Waiver**

The waiver of any breach of, or failure to enforce, any term or condition of this Agreement shall not be construed as a waiver of any other term or condition of this Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

## **22. Severability**

The invalidity, unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

## **23. Amendments**

23.1 Any amendments, including price changes, to the Leased Line Reference Offer specified by directions, decisions, determinations, specific obligations, obligations, measures and requirements of the National Regulator or other competent regulatory

or statutory body shall be deemed to be automatically incorporated into this Agreement with immediate effect or such alternative date as specified by the National Regulator or such other body.

- 23.2 Notwithstanding clause 23.1, the automatic incorporation of changes in the Agreement shall apply only to the Party subject to the obligations and only to the extent that the mandating body has jurisdiction to impose such obligations.
- 23.3 All other changes to this Agreement shall be in writing and agreed between the Parties to become effective and binding upon the Parties.
- 23.4 Any amendments to the LLRO for the inclusion of an Additional Leased Line Service pursuant to directions issued by the National Regulator, shall, in order to be valid for this Agreement, be in writing, dated and signed by both Parties. Such amendments and supplements shall not affect the validity or enforceability of any of the remaining provisions of the Agreement.

## 24. Relationship of Parties

The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed to make either Party hereto an agent, joint venture or partner of or with the other. Neither Party is granted any right of authority or agency, expressly or implicitly, on behalf of, or in the name, of the other Party nor any right to legally bind the other in any manner whatsoever. Neither Party shall become liable through any representation, act or omission of the other which is contrary to or unauthorised by the provisions of this Agreement.

## 25. Data Protection

25.1 Within this Clause 25 “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data” and “Processing” shall have the same meanings as in the Applicable Data Protection Law and “Processed” and “Process” shall be construed in accordance with the definition of “Processing”.

### open eir

25.2 In order for open eir to provide the Services to the Operator, it is necessary for the Operator to share Personal Data with open eir.

25.3 The Operator in its role as a Data Controller will ensure that it has all necessary appropriate consents and notices in place to enable open eir to Process Personal Data.

25.4 The Operator instructs open eir to Process Personal Data on behalf of the Operator where the Operator is a Data Controller.

25.5 The Parties have included these clauses to assist the Operator in its role as the Data Controller in meeting its obligations under the Applicable Data Protection Law while also binding open eir to its obligations as Data Processor under Applicable Data Protection Law.

25.6 open eir may also authorise an open eir Sub-Processor to Process the Personal Data being Processed for or on behalf of the Operator in its role as a Data Controller where required for the provision of the Services, save that suitable

provisions for complying with Applicable Data Protection Law are set out in any contract with the open eir Sub-Processor.

25.7 In respect of the Processing of Personal Data by open eir or an open eir Sub-Processor under or in connection with the Agreement, open eir shall as Data Processor, and shall procure that the open eir Sub-Processor shall:

- (a) only Process the Personal Data to the extent required to provide the Services in accordance with the terms of the Agreement;
- (b) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically agreed between the Parties;
- (c) comply with open eir's obligations under Article 32 of the GDPR to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the Processing undertaken by open eir under or in connection with the Agreement;
- (d) comply with Applicable Data Protection Law;
- (e) make available to the Operator as a Data Controller, upon reasonable written notice, all information reasonably required by the Operator as a Data Controller to demonstrate compliance with Article 25 of the GDPR as may be requested by the Operator as a Data Controller from time to time;
- (f) subject to Clause 25.5 not transfer any Personal Data where the Operator is a Data Controller, outside of the European Economic Area unless the following conditions are fulfilled in a contract with the open eir Sub-Processor:
  - (i) the open eir Sub-Processor has provided appropriate safeguards in relation to the transfer of the Personal Data;
  - (ii) the open eir Sub-Processor complies with its obligations under the Applicable Data Protection Law by providing an adequate level of protection to any Personal Data that is transferred to it;
  - (iii) the open eir Sub-Processor complies with reasonable instructions notified to it in advance by open eir with respect to the Processing of the Personal Data; and
  - (iv) the Data Subjects have enforceable rights and effective legal remedies;
- (g) cease Processing the Personal Data where the Operator is Data Controller upon receipt of a legally binding written notice in accordance with Clause 11 [termination] of the Agreement from the Operator in its role as Data Controller of the termination or expiry of the Services or the Agreement or, if sooner, cease providing the Services to which it relates and within a reasonable period thereafter, delete from its systems (to the extent possible), the Personal Data and any copies of it or of the information it contains. The Operator acknowledges that the provisions of this Clause 25.7(g) shall not apply to the extent that (1) open eir is obliged by applicable law to keep copies of the Personal Data or (2) open eir has to retain some of the Personal Data in order to provide the Services to another operator in the event the Operator's end user has

ceased its telecommunication service with the Operator. For the avoidance of doubt such Personal Data shall only be retained for the purpose of service provisioning and for no other purpose.

25.8 To the extent that that the Operator is a Data Controller and requires open eir's assistance, and in response to a written request from the Operator in its role as Data Controller, open eir shall co-operate with and reasonably assist the Operator as a Data Controller:

(a) to put appropriate technical and organisational measures in place to enable the Data Controller to comply with any exercise of rights by a Data Subject under the Applicable Data Protection Law (including, without limitation, in relation to the retrieval and/or deletion of a Data Subject's Personal Data); and

(b) in discharging the Data Controller's obligations pursuant to Articles 32 and 36 GDPR.

Any obligations arising under this Clause 25.7 shall be at no additional cost to open eir and any such costs arising in connection with the performance of open eir's obligations under this Clause 25.7 shall be promptly reimbursed to open eir by the Operator as a Data Controller upon reasonable request and without delay.

#### Operator

25.9 In order for the Operator to receive the Services from open eir so that the Operator can provide services to its customers, it is necessary for open eir as Data Controller to share Personal Data with the Operator.

25.10 open eir in its role as a Data Controller will ensure that it has all necessary appropriate consents and notices in place to enable the Operator to Process Personal Data.

25.11 open eir instructs the Operator to Process Personal Data on behalf of open eir where open eir is a Data Controller.

25.12 The Parties have included these clauses to assist open eir in its role as the Data Controller to meet its obligations under the Applicable Data Protection Law while also binding the Operator to meet its obligations as Data Processor under Applicable Data Protection Law.

25.13 The Operator may also authorise an Operator Sub-Processor to Process the Personal Data being Processed for or on behalf of the Data Controller where required for the receipt of the Services, save that suitable provisions for complying with Applicable Data Protection Law are set out in any contract with an Operator Sub-Processor.

25.14 In respect of the Processing of Personal Data by the Operator under or in connection with the Agreement, the Operator shall act as Data Processor, and shall procure that any Operator Sub-Processor shall:

(a) only Process the Personal Data to the extent required to receive the Services in accordance with the terms of the Agreement;

(b) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically agreed between the Parties;

- (c) comply with the Operator's obligations under Article 32 of the GDPR to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the type of Processing undertaken by the Operator under or in connection with the Agreement;
- (d) comply with Applicable Data Protection Law;
- (e) make available to the Data Controller, upon reasonable notice, all information reasonably required by the Data Controller to demonstrate compliance with Article 25 of the GDPR as may be requested by the Data Controller from time to time;
- (f) subject to Clause 25.13 not transfer any Personal Data where open eir is a Data Controller, outside of the European Economic Area unless the following conditions are fulfilled in a contract with the Operator Sub-Processor:
  - (i) the Operator Sub-Processor has provided appropriate safeguards in relation to the transfer of the Personal Data;
  - (ii) the Operator Sub-Processor complies with its obligations under the Applicable Data Protection Law by providing an adequate level of protection to any Personal Data that is transferred to it;
  - (iii) the Operator Sub-Processor complies with reasonable instructions notified to it in advance by the Operator with respect to the Processing of the Personal Data; and
  - (iv) the Data Subjects have enforceable rights and effective legal remedies;
- (g) cease Processing the Personal Data upon receipt of a legally binding written notice in accordance with Clause 11 [termination] of the Agreement from open eir in its role as the Data Controller of the termination or expiry of the Agreement or, if sooner, the Services to which it relates and within a reasonable period thereafter, at open eir's option as a Data Controller and explicit written direction, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains. The provisions of this Clause 25.14(g) shall not apply to the extent the Data Processor is obliged by applicable law to keep copies of the Personal Data.

25.15 To the extent that open eir in its role as the Data Controller requires the Operator's assistance, and in response to a written request from open eir, the Operator shall co-operate with and reasonably assist open eir in its role as the Data Controller:

- (a) to put appropriate technical and organisational measures in place to enable the Data Controller to comply with any exercise of rights by a Data Subject under the Applicable Data Protection Law (including, without limitation, in relation to the retrieval and/or deletion of a Data Subject's Personal Data); and
- (b) in discharging the Data Controller's obligations pursuant to Articles 32 and 36 GDPR.

Any obligations arising under this Clause 25.15 shall be at no additional cost to the Operator and any such costs arising in connection with the performance of the

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Operator's obligations under this Clause 25.15 shall be promptly reimbursed to Operator by the Data Controller upon reasonable request and without delay.

25.16 Each Party shall indemnify the other against all liabilities, costs, expenses, damages and losses suffered or incurred by the indemnified party arising out of or in connection with the breach of the Applicable Data Protection Law by the indemnifying party and its employees, agents, contractors, sub-contractors and sub-processors provided that the indemnified party gives to the indemnifying party prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

**265. Governing Law**

The interpretation, validity and performance of this Agreement shall be governed in all respects by the laws of Ireland and the Parties submit to the exclusive jurisdiction of the Irish Courts.



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**IN WITNESS** WHEREOF THIS AGREEMENT WAS ENTERED INTO THE DAY AND YEAR  
FIRST ABOVE WRITTEN.

**SIGNED** for and on behalf of  
**Operator:**

\_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
[NAME (BLOCK CAPITALS)]

\_\_\_\_\_  
[POSITION]

\_\_\_\_\_  
[DATE]

**SIGNED** for and on behalf of  
**open eir:**

\_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
[NAME (BLOCK CAPITALS)]

\_\_\_\_\_  
[POSITION]

\_\_\_\_\_  
[DATE]

## ANNEX A

### DEFINITIONS

In this Agreement, words and expressions have the following meanings:

<b>"Access Regulations"</b>	means the European Communities (Electronic Communications Networks and Services) (Access) Regulations 2011 (SI 334 of 2011) as amended.
<b>"Accessible"</b>	means the locations and addresses at which open eir currently has the capability to provide Leased Line Services.
<b>"Actual Date of Delivery"</b>	means the date on which Leased Line Services actually come into service.
<b>"Additional Leased Line Service"</b>	shall have the meaning ascribed to it in clause 6.1.
<b>"Agreement"</b>	means this agreement between open eir and the Operator for the purposes of provision of Leased Line Services which shall include all the documents listed in clause 2.4 and the associated forms on the open eir website.
<b>"Aggregation Link"</b>	means the physical link between an Aggregation Node and the Operator's Point of Presence. (e.g. for NGN Ethernet service see Service Schedule 007).
<b>"Aggregation Node(s)"</b>	means a location(s) identified in the Product Descriptions.
<b>"Applicable Data Protection Law"</b>	<p>means:</p> <p><u>(a) the Irish Data Protection Acts 1988, 2003 and 2018;</u></p> <p><u>(b) the European Communities (Electronic Communications Networks &amp; Services) (Privacy &amp; Electronic Communications) Regulations 2011;</u></p> <p><u>(c) the EU ePrivacy Directive 2002/58/EC (as amended) (the "ePrivacy Directive");</u></p> <p><u>(d) the General Data Protection Regulation (Regulation (EU) 2016/679 (the "GDPR"));</u></p> <p><u>and</u></p> <p><u>(e) any successor or replacement to the laws set out above.</u></p>
<b>"ARO"</b>	shall have the meaning ascribed to it in the preface of the Access Reference Offer (ARO) agreement which is located at <a href="http://www.openeir.ie">www.openeir.ie</a> [ ].



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<b>"Associated Company"</b>	means a Subsidiary and Holding Company of such Party, the terms Subsidiary and Holding Company having the meanings ascribed thereto in section 155 of the Companies Act 1963 – 2013 (as amended) or any subsidiary of any such Holding Company.
<b>"Authorised Operator"</b>	means an undertaking other than open eir which is authorised to provide electronic communications networks and/or services in Ireland.
<b>"Authorisation Regulations"</b>	means the European Communities (Electronic Communications Networks and Services) (Authorisation) Regulations 2011 (SI 335 of 2011) as amended.
<b>"Billing Dispute"</b>	shall have the meaning given to it in paragraph 5 of Annex B.
<b>"Billing Information"</b>	means that information which must be provided by the Billing Party in support of invoices issued under this Agreement as agreed by the Parties to enable the billed Party to validate an invoice.
<b>"Billing Party"</b>	means the Party who is issuing any particular invoice.
<b>"Billing Period"</b>	means the agreed intervals at which billing takes place under this Agreement.
<b>"Breach Notice"</b>	shall have the meaning ascribed to it in clause 11.2
<b>"Commencement Date of Charging"</b>	means the date upon which charging for a Leased Line Services commences.
<b>"Default Interest Rate"</b>	means Euribor + four (4%) (3 month rate) applied to amount in default.
<b>"Disclosing Party"</b>	means a Party disclosing information covered by this Agreement.
<b>"Dispute"</b>	means any disagreement between the Parties in respect of the interpretation or resolution of any provision of this Agreement (excluding breaches of this Agreement).
<b>"Disputing Party"</b>	shall have the meaning ascribed to it in clause 10.2.
<b>"Due Date"</b>	means a date which is thirty (30) calendar days after the date of an invoice.
<b>"open eir Network"</b>	means the total infrastructure operated by open eir to provide electronic communications services.

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<b>“open eir Network Price List”</b>	means the price list at <a href="http://www.openeir.ie/">www.openeir.ie/</a> which sets out the prices applicable to the Leased Line Services.
<b>“End User”</b>	means the Operator or the customer of the Operator on whose behalf the Leased Line Service is ordered.
<b>“End User Link”</b>	shall have the meaning ascribed to it in paragraph 1.1 of Service Schedule 003
<b>“Equipment”</b>	means equipment belonging to or in the possession of the Operator and for which the Operator is wholly responsible.
<b>"Force Majeure Event"</b>	means any event beyond the reasonable control of a Party, including act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory, regulatory or legal obligation industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omission of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control.
<b>“Force Majeure Event Notification”</b>	shall have the meaning ascribed to it in clause 16.2.
<b>"Framework Regulations"</b>	means the European Communities (Electronic Communications Networks and Services (Framework) Regulations 2003 (S.I. 333 of 2011) as amended.
<b>“Intellectual Property”</b>	means any patent, copyright, design, trade name, trademark, service mark or other intellectual property right (whether registered or not) including without limitation ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual property.
<b>“Leased Line”</b>	shall have the meaning ascribed to it in paragraph 1.1 of Service Schedule 006
<b>“Leased Line Services”</b>	means the services available under this Agreement, as more particularly set out in the Service Schedules.

<b>“Licence Agreement” / “Licence”</b>	shall have the meaning ascribed to it in the ARO which can be located at <a href="http://www.openeir.ie">www.openeir.ie</a>
<b>“LLRO”</b>	open eir shall have the meaning ascribed to it in the preface.
<b>"Main Body"</b>	means clauses 1 through 25 of this Agreement.
<b>“National Regulator”</b>	means the Commission for Communications Regulation or any person or body designated as the National Regulatory Authority pursuant to EC Council Directive 2002/21/EC.
<b>“Network”</b>	means the open eir Network or the Operator Network as the case may be.
<b>“Network Price List”</b>	means the network price list, the current version of which are published on the open eir website, <a href="http://www.openeir.ie">www.openeir.ie</a> .
<b>“Non-Disclosure Agreement”</b>	means the non-disclosure agreement signed between the Parties which is incorporated into this Agreement.
<b>“Operator”</b>	means the undertaking entering into this Agreement with open eir.
<b><u>“open eir Sub-Processor”</u></b>	<u>means the agents, contractors and/or sub-contractors of open eir.</u>
<b><u>“Operator Sub-Processor”</u></b>	<u>means the wholesale customers, agents, contractors and/or sub-contractors of the Operator.</u>
<b>“Party”</b>	means a party to this Agreement.
<b>“Partial Private Circuits” / “PPC”</b>	means the product offering directed in Decision Notice D17/02 as set out in the Partial Private Circuit Product Description comprising Transport Links and End User Links.
<b>“Payment Breach”</b>	shall have the meaning ascribed to it in clause 11.11.
<b>“Point of Presence (POPs)”</b>	means the point at which open eir and the Operator build a connection with each other. POP can be an access point, location (e.g. operators building or co-location site) or facility.
<b>“Premises”</b>	means the premises at which the Leased Line Service is to be provided.
<b>“Product Description”</b>	means the product descriptions at <a href="http://www.openeir.ie">www.openeir.ie</a> which sets out to define the products applicable to the Leased Line Services

<b>“Publication Requirements”</b>	means those requirements for publication as set out in the Market Analysis – Leased Line Market Review, Response to Consultation on draft Decision Notice and Decision Instrument, Decision No. D06/08, Document No. 08/103, 22 <sup>nd</sup> December 2008 and any subsequent decision or direction of the National Regulator.
<b>“Physical Co-location”</b>	means the provision by open eir of a serviced exchange footprint. Please refer to the relevant reference offer at <a href="http://www.openeir.ie">www.openeir.ie</a> [ ]
<b>“Receiving Party”</b>	means a Party who received any information from the other Party in relation to the Leased Line Services.
<b>“Requested Party”</b>	means the Party who has been requested by the other Party to carry out some activity in relation to the Leased Line Services.
<b>“Requesting Party”</b>	means the Party who is requesting the other Party to carry out some activity in relation to the Leased Line Services or Partial Private Circuits.
<b>“Review Notice”</b>	shall have the meaning ascribed to it in clause 15.1.
<b>“Service Schedule”</b>	means the schedules attached at Annex C which describe the Leased Line Services and the basis on which they are provided.
<b>“Specified Regulated Products “</b>	means the products which open eir is obliged under its regulatory requirements to provide to the Operator which are set in its reference offers and which specify that they may be used with a Physical Co-location footprint in the respective service schedule, the current versions of which are published on the open eir website, <a href="http://www.openeir.ie">www.openeir.ie</a> [ ]. In order to avail of Specified Regulated Products, the Operator’s Agreement must include a service schedule for the service.
<b>“Statement of Requirements or “SOR””</b>	shall have the meaning ascribed to it in clause 6.2.
<b>“Third Party”</b>	means any entity or individual other than the Parties to this Agreement.
<b>“Transport Link”</b>	shall have the meaning ascribed to it in paragraph 1.1 Annex C, Service Schedule 001
<b>“Wholesale CES Service (WCS)”</b>	shall have the meaning ascribed to it in Annex C , Service Schedule 016
<b>“Working Day”</b>	means 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.

## ANNEX B

### BILLING AND PAYMENT

#### INDEX

1	Definitions
2	Leased Lines, Transport Links and End User Links Billing
3	Invoices
4	Payment
5	Disputes

This Annex B is effective from the date of signature of this Agreement and shall remain in effect until amended following agreement of the Parties to such amendment.

#### 1. Definitions

- 1.1 In this annex, a reference to a clause or appendix unless stated otherwise, is to a clause or appendix of this annex. Words and expressions have the meaning given in Annex A.

#### 2. Leased Line Services Billing

- 2.1 Leased Line Services billing shall be carried out in accordance with the charging structure as outlined in the open eir Network Price List and shall conform to the terms and conditions provided in paragraph 5 hereof.
- 2.2 The Commencement Date of Charging for Leased Line Services will be in accordance with the relevant Service Schedules to this Agreement. The Billing Period for Leased Line Services shall be monthly commencing on the first (1<sup>st</sup>) day of each month.
- 2.3 Leased Line Services billing shall involve an initial invoice for installation costs and rental costs from the Commencement Date of Charging to the start of the next Billing Period. Thereafter invoicing will be monthly in advance.
- 2.4 The Billing Information for Leased Line Services shall be based on the information provided for in Table 1 below.

**Table 1**

CIRCUIT NUMBER	A-END ADDRESS	B-END ADDRESS	CIRCUIT TYPE	CONNECTION FEE	RENTAL

#### 3. Invoices

- 3.1 All charges payable under this Agreement shall be calculated in accordance with this Agreement and at the rates specified from time to time in the Network Price List. Invoices raised under this Agreement shall be paid in accordance with clause 7 of the Main Body of this Agreement.

- 3.2 For the avoidance of doubt, an invoice shall be dated as of the date of despatch of that invoice.
- 3.3 It may be necessary from time to time to issue an additional Invoice or credit note (in accordance with the terms of this Agreement) in order to recover charges arising from the under or over-billing of Leased Line Services or as a result of agreement between the Parties. The issuing Party shall also provide a reasonable level of detail to support the additional invoice or credit note. Such invoices or credit notes may be subject to paragraph 5 of this Annex B in the event of a Dispute.
- 3.4 In the event of undetected errors in the Billing Information which result in either under or over invoicing and payment, either Party may request a review of the Billing Information for any Billing Period within twenty four (24) months of the date of the end of that Billing Period. When either Party becomes aware of an error in the process, they must undertake all reasonable endeavours to make the necessary correction and where possible an estimate of the financial impact of these undetected errors should be provided.

#### **4. Payment**

- 4.1 Subject as stated below, all charges due by one Party to the other under this Agreement shall be payable by the Due Date.
- 4.2 If, pursuant to paragraph 5.1 of this Annex B, either Party shall have notified the other Party of a Dispute relating to such invoice and such Dispute shall not have been resolved before the Due Date, the Disputing Party shall:
- 4.2.1 pay the total amount of the invoice if the amount in Dispute is less than three (3) per cent of the total amount (excluding VAT) of the relevant invoice and less than 6,250 EURO the total amount invoiced; or
- 4.2.2 be entitled to withhold the disputed amount if it represents three (3) per cent or more of the total amount (excluding VAT) of the relevant invoice or greater than 6,250 EURO until the dispute is resolved and the balance paid.

Payments above shall be due and payable on the Due Date. The amounts quoted in paragraphs 4.2.1 and 4.2.2 shall be cumulative over any twelve (12) month period in relation to any particular area of dispute.

- 4.3 Notwithstanding notification of a dispute pursuant to paragraphs 5.1 or 5.5 of this Annex B, if a Party fails to pay on the Due Date any amount due under this Agreement or overpays any amount, the payee or, as the case may be (subject to paragraph 4.5) the over-payer, shall pay or be paid interest at the Default Interest Rate as at the Due Date or date of the overpayment in respect of any such amount outstanding.
- 4.4 Interest at the Default Interest Rate shall be payable (for late payment) from and including the day after the Due Date or (in the case of a refund) the later of the date of payment of the original amount to be refunded and the Due Date, in each case ending on the date of payment or, as the case may be, refund in full. Such interest at the Default Interest Rate shall accrue day by day and shall not be compounded.
- 4.5 If such overpayment results from information provided by the overpayer (which is not attributable to information provided by the payee Party), the payee Party shall

be under no obligation to pay any interest at the Default Interest Rate on the amount overpaid.

- 4.6 VAT shall be added to all or any part of the charges under this Leased Line Agreement and shall be paid by the Party responsible for making such payment.

## 5. Billing Disputes

- 5.1 A billing dispute can only be raised where a financial value can be identified as a Dispute and where the Operator maintains, through reasonable comparison methods that their equivalent financial values are different to those contained on the invoice ("**Billing Dispute**"). Financial values can differ, for example, where, products included and/or rates charged, do not correspond. Any Billing Dispute raised that is not in accordance with the procedures of this paragraph set out below will not be accepted by open eir and will not be governed by this Annex. Each Party shall use its reasonable endeavours to resolve Billing Disputes.
- 5.2 A Billing Dispute under this Agreement shall be subject to the Dispute resolution provisions of clause 10 of the Main Body.
- 5.3 Subject to the above, all disputed amounts shall be payable on resolution of the relevant Billing Dispute within ten (10) Working Days (together with applicable interest at the Default Interest Rate on any amount withheld by the Disputing Party in the event that open eir is found not to be in fault). The amount owed and the interest owed on that amount will be billed on separate invoices.
- 5.4 Though it is the good faith intention of the Parties to use the Billing Dispute resolution procedures to the fullest extent to try to resolve Billing Dispute, nothing in this annex shall prevent either Party seeking, obtaining or implementing interlocutory or other immediate relief in respect of any Billing Dispute or referring, in accordance with the Framework Regulations, as appropriate, any matter relating to this Annex or any Billing Dispute arising in relation to this annex, to the National Regulator requesting it to make a determination or take other appropriate steps for its resolution.
- 5.5 A formal acceptance of Billing Dispute closure is necessary for the specific Billing Dispute, notwithstanding either Party's right to Dispute other parts of the same invoice.



**ANNEX C**

**INDEX OF  
Leased Line Services**

<b>SERVICE SCHEDULE NUMBER</b>	<b>SERVICE TITLE</b>
<b>001</b>	Partial Private Circuit Transport Links
<b>003</b>	End User Links
<b>004</b>	Partial Private Circuit Migrations
<b>006</b>	Wholesale Leased Lines
<b>007</b>	Ethernet Aggregation Links
<b>008</b>	Ethernet Access Circuits
<b>009</b>	Regional Ethernet Aggregation Links
<b>010</b>	Regional Ethernet Access Circuits
<b>011</b>	Dublin Ethernet Aggregation Links
<b>012</b>	Dublin Ethernet Access Circuits
<b>013</b>	Wholesale Ethernet Interconnect Links
<b>014</b>	Wholesale Symmetrical Ethernet Access
<b>015</b>	Wholesale LLU Backhaul Service
<b>016</b>	Wholesale Uncontended Product
<b>017</b>	Wholesale CES Service (WCS)



## Annex C SERVICE SCHEDULE 001

### Partial Private Circuit Transport Links

This Service Schedule is effective from the date of signature of this Agreement and/or any Amendment thereto and shall remain in effect until amended following agreement of the Parties or following determination by the National Regulator.

#### 1. Definitions

- 1.1 In this Service Schedule, a reference to a paragraph or Appendix, unless stated otherwise, is to a paragraph or Appendix A of this Service Schedule. Words and expressions have the meaning given in Annex A of the Agreement.

**“Transport Link(s)”** means the link between the open eir Network and the Operator Network, as described in the PPC Product Description.

- 1.2 The document(s) referenced in this Service Schedule that is contractually binding:

Partial Private Circuit Product Description (**“PPC Product Description”**)

The controlling document is the latest version of the above titled document published on the open eir website in accordance with the Publication Requirements.

- 1.3 The following document(s) referenced in the Service Schedules that set the procedures and standards for operation, but are non-contractual:

- a. Partial Private Circuit InterOperator Process Manuals (**“PPC IPM”**),

All references are to the latest version published on open eir’s website at [www.openeir.ie](http://www.openeir.ie) as agreed with the National Regulator with industry input in respect of developments and /or changes.

- 1.4 The remainder of this Service Schedule is separated in three (3) distinct sections:

Section A – STMx Customer Sited Handover Transport Links (**“STMx CSH Links”**).

Section B – In Span Handover Transport Links (**“ISH Links”**)

Section C – 2mb Transport Links.

Each section deals with a particular type of Transport Link and provides the terms and conditions associated with that particular type of Transport Link.

- 1.5 All orders for new or additional PPC components will be placed on the PPC order forms as published on the open eir website.

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## Section A

### **STMx Customer Sited Handover Transport Links hereinafter termed STM x “CSH” Links**

#### **2. Description of Service**

- 2.1 Subject to the provisions of this Service Schedule, open eir shall provide STMx CSH Link service as specified from time to time in the PPC Product Description and the open eir Network Price List.
- 2.2 open eir shall provide and maintain the STMx transmission facility path between the Operator nominated point of handover and the open eir Node.
- 2.3 At locations Accessible to the open eir Network, the charges as outlined in the open eir Network Price List shall apply. At other locations not Accessible to the open eir Network, individual price proposals will be prepared by open eir within one (1) month, where possible. This price proposal will be based on the projected costs involved in serving the specific location. If this target cannot be met, open eir will advise the Operator within the one (1) month period of the detailed reasons why the price proposals cannot be provided within that time-frame but, in any case, open eir shall provide the price proposals within two (2) months of the request.
- 2.4 The point of handover shall be in the Operator premises.
- 2.5 The point of handover shall be established by open eir installing its cable and terminating equipment at the Operator premises at a physical location agreed between the Parties.
- 2.6 Ordering, forecasting, provisioning and test procedures are specified in the PPC IPM. The procedures for cancellation, cessation and/or termination of STMx CSH Links are as set out in the PPC IPM. Operator requests for cancellation, cessation and/or termination of STMx CSH Transport Links may impact and disrupt open eir's ability to provide services for dependent End User Links. open eir shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 2.7 The Operator may request that an individual 2MB path within the STMx CSH Link be designated as a Channelised E1 Link. This request shall be made and delivered in accordance with the PPC IPM.
- 2.8 End User Links using a STMx CSH Link shall be subject to Service Schedule 003 of the Agreement.

#### **3. STMx CSH Link Charging**

- 3.1 The charges and/or charging principles for STMx CSH Links are as set out in the open eir Network Price List.
- 3.2 open eir shall be entitled to invoice an Operator for the STMx CSH Link from the Commencement Date of Charging. Commencement Date of Charging for STMx CSH Links is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the open eir Network Price List.

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- 3.3 In the event the Operator cancels an order for a STMx CSH Link following order validation and prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List.
  - 3.4 The Operator shall be liable for the charges associated with the minimum period of service set out in paragraph 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.
  - 3.5 Charging for Channelised E1 Link shall be effective from order completion in accordance with open eir Network Price List.

#### **4. Time Frames for Delivery**

- 4.1 Provision of these services shall be in accordance with the PPC End User and 2Mb Transport Link and the STM-X service level agreements published on open eir's website at [www.openeir.ie/](http://www.openeir.ie/) [ ]. The controlling documents are the latest version of the above titled documents published on open eir's website as agreed with the National Regulator following negotiations with industry if appropriate.

#### **5. Term**

- 5.1 The minimum period of service for any STMx CSH Link shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 Each additional STMx CSH Link shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement Date of Charging.
- 5.3 In the event that the termination of a STMx CSH Link is required, the Operator shall give to open eir in writing at least seven (7) calendar days notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 5.1 above, then the charges for the STMx CSH Link shall be as specified in paragraph 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

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## **Section B**

### **In Span Handover Transport Links Hereinafter termed “ISH” Links**

#### **6. Description of Service**

- 6.1 Subject to the provisions of this Service Schedule, open eir shall provide ISH Link service as specified from time to time in the PPC Product Description and the open eir Network Price List. (Appendix 1 to this Service Schedule provides an overview of ISH Links for illustrative purposes only).
- 6.2 The Operator shall construct and maintain the transmission medium from their network to a point close to the open eir Node. open eir will connect with similar medium to this location in order to complete an end to end connection between the two Networks.
- 6.3 open eir shall provide the connection to each point of handover that is provided by the Operator located between the open eir nominated serving exchange and the Operator’s premises as set out in the PPC Product Description.
- 6.4 The point of handover is as set out in the PPC Product Description. The Operator undertakes and agrees to comply with equipment, network and distance specifications and/or limitations set out in the PPC Product Description.
- 6.5 The Parties agree that network ownership and obligations shall be as set out in the PPC Product Description.
- 6.6 Forecasting, ordering, provisioning, operation and maintenance procedures for ISH Links shall be as set out in the PPC Product Description, and the PPC IPM. The Parties undertake and agree to discharge their respective obligations as set out in the relevant documents. The procedures for cancellation, cessation and/or termination of ISH Links need to be developed to be set out in the PPC IPM. Operator requests for cancellation, cessation and/or termination of ISH Transport Links may impact and disrupt open eir’s ability to provide services for dependent End User Links. open eir shall not be liable for any provision of service or quality of service impacts that may result.
- 6.7 End User Links using the ISH Link shall be subject to Service Schedule 003 of the Agreement.
- 6.8 The Operator may request that an individual 2MB path within the ISH Link be designated as a Channelised E1 Link. This request shall be made and delivered in accordance with the InterOperator Process Manual.

#### **7. Time Frame for Delivery**

- 7.1 Provision of this service shall be in accordance with the PPC End user and 2Mb Transport Link and the STM-X service level agreements published on open eir’s website at [www.openeir.ie](http://www.openeir.ie) [ ]. The controlling documents are the latest version of the above titled documents published on open eir’s website as agreed with the National Regulator following negotiations with industry if appropriate.

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## **8. Charging**

- 8.1 open eir shall be entitled to invoice Operator for and Operator shall be liable for payment for the ISH Link from the Commencement Date of Charging. The Commencement Date of Charging shall be no later than two (2) weeks from the ready for test. Rental charges shall be payable monthly in advance, and other charges shall be payable as set out in the open eir Network Price List.
- 8.2 The charges and/or charging principles for ISH Links are as set out in the open eir Network Price List.
- 8.3 In the event the Operator cancels an order for an ISH Link following order validation and prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for connection charges as set out in the open eir Network Price List.
- 8.4 The Operator shall be liable for the charges associated with the minimum period of service set out in paragraph 9 in the event it issues a termination request that would take effect prior to the expiry of the minimum period of service.
- 8.5 Charging for Channelised E1 Link shall be effective from order completion in accordance with open eir Network Price List.

## **9. Term**

- 9.1 The minimum period of service for any ISH Link shall be 12 months from the Commencement Date of Charging.
- 9.2 Each additional ISH Link shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement Date of Charging.
- 9.3 In the event that the termination of an ISH Link is required, the Operator shall give to open eir in writing at least seven (7) calendar days notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 9.1 above, then the charges for the ISH Link shall be as specified in paragraph 8.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

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## **Section C In Building Handover Transport Links Hereinafter termed "IBH" Links**

### **6. Description of Service**

- 6.3 Subject to the provisions of this Service Schedule, open eir shall provide IBH Link service as specified from time to time in the PPC Product Description and the open eir Network Price List. (Appendix 1 to this Service Schedule provides an overview of IBH Links for illustrative purposes only)
- 6.3.1.1.1 As a condition precedent to IBH PPC Transport Link, the Operator must have an existing, valid Licence for Physical Co-location at the requested Location. Orders for PPC IBH Link shall be treated as Specified Regulated Products as that term is defined in the Operator's Licence for Physical Co-location. Accordingly, provided the Operator has a valid Licence for the site, the Operator shall not be required to execute a Deed of Variation to be entitled to use its footprint for purposes of the PPC IBH Link service.
- 6.4 The Operator shall construct and maintain the transmission medium from their network to a point close to the open eir Node. open eir will connect with similar medium to this location in order to complete an end to end connection between the two Networks.
- 6.3 open eir shall provide the connection to each point of handover that is provided by the Operator located between the open eir nominated serving exchange and the Operator's premises as set out in the PPC Product Description.
- 6.4 The point of handover is as set out in the PPC Product Description. The Operator undertakes and agrees to comply with equipment, network and distance specifications and/or limitations set out in the PPC Product Description.
- 6.7 The Parties agree that network ownership and obligations shall be as set out in the PPC Product Description.
- 6.8 Forecasting, ordering, provisioning, operation and maintenance procedures for IBH Links shall be as set out in the PPC Product Description, and the PPC IPM. The Parties undertake and agree to discharge their respective obligations as set out in the relevant documents. The procedures for cancellation, cessation and/or termination of IBH Links need to be developed to be set out in the PPC IPM. Operator requests for cancellation, cessation and/or termination of IBH Transport Links may impact and disrupt open eir's ability to provide services for dependent End User Links. open eir shall not be liable for any provision of service or quality of service impacts that may result.
- 6.7 End User Links using the IBH Link shall be subject to Service Schedule 003 of the Agreement.
- 6.8 The Operator may request that an individual 2MB path within the IBH Link be designated as a Channelised E1 Link. This request shall be made and delivered in accordance with the InterOperator Process Manual.

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## **7. Time Frame for Delivery**

- 7.1 Provision of this service shall be in accordance with the PPC End user and 2Mb Transport Link and the STM-X service level agreements published on open eir's website at [www.openeir.ie](http://www.openeir.ie). The controlling documents are the latest version of the above titled documents published on open eir's website as agreed with the National Regulator following negotiations with industry if appropriate.

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## **Section D**

### **2Mbit/s Transport Links**

#### **10. Description of Service**

- 10.1 Subject to the provisions of this Service Schedule, open eir shall provide 2Mbit/s Transport service as specified from time to time in the PPC Product Description and the open eir Network Price List.
- 10.2 The 2Mbit/s Transport Link shall enable the Operator to elect to aggregate sub-2Mbit/s End User Links onto a single 2Mbit/s Transport Link.
- 10.3 The point of handover shall be in the Operator premises.
- 10.4 Ordering, forecasting, provisioning and test procedures are specified in the PPC IPM.
- 10.5 The 2Mbit/s Transport Link shall only be used to support End User Links.

#### **11 2mb Transport Link Charging**

- 11.1 open eir shall be entitled to invoice Operator for the 2Mbit/s Transport Link from the Commencement Date of Charging. The Commencement Date of Charging shall be the time the 2Mbit/s Transport Link is designated as ready for service. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the open eir Network Price List.
- 11.2 The charges and/or charging principles for 2Mbit/s Transport Links are as set out in the open eir Network Price List.
- 11.3 In the event Operator cancels an order for a 2Mbit/s Transport Link following order validation and prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for connection charges as set out in the open eir Network Price List.
- 11.4 The Operator shall be liable for the charges associated with the minimum period of service set out in paragraph 13 in the event it issues a termination request that would take effect prior to the expiry of the minimum period of service.

#### **12 Time Frames for Delivery**

- 12.1 Provision of this service shall be in accordance with the PPC End user and 2Mb Transport Link and the STM-X service level agreements published on open eir's website at [www.openeir.ie/](http://www.openeir.ie/) [ ]. The controlling documents are the latest version of the above titled documents published on open eir's website as agreed with the National Regulator following negotiations with industry if appropriate.



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**13. Term**

- 13.1 The minimum period of service for any 2Mbit/s Transport Link shall be 12 months commencing on the Commencement Date of Charging.
- 13.2 Each additional 2Mbit/s Transport Link shall be subject to its own minimum period of service of 12 months commencing on the Commencement Date of Charging.
- 13.3 In the event that the termination of a 2Mbit/s Transport Link is required, the Operator shall give to open eir in writing at least seven (7) calendar days notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 13.1 above, then the charges for the 2Mbit/s Transport Link shall be as specified in paragraph 11.4 above. In the event that the Operator requests termination of a 2Mbit/s Transport Link following the minimum period of service, charging shall cease on the last day of the notice period.

## Appendix 1

### In-Span Handover Transport Links (Hereinafter “ISH” Links)

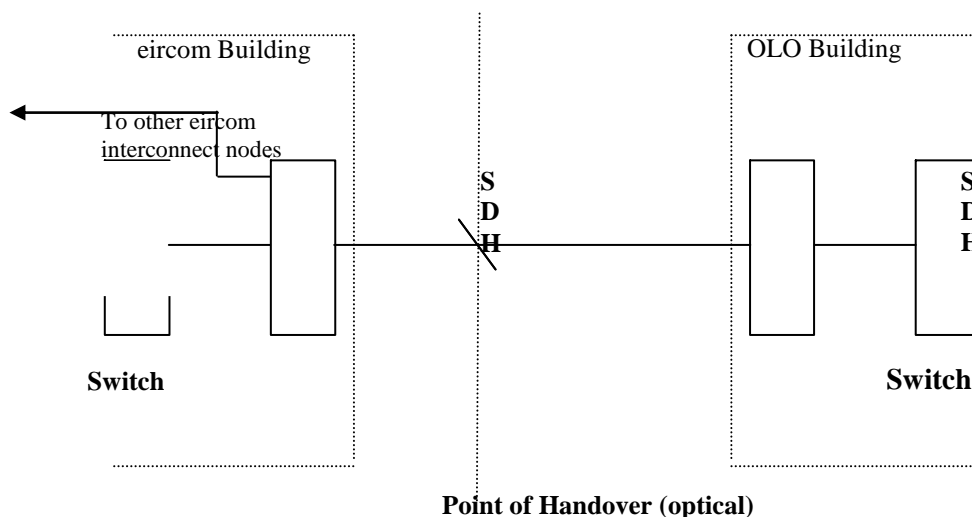
open eir will offer a Synchronous Digital Hierarchy (SDH) ISH Link at STM-1 and STM-4 where the Operator uses the same optical SDH interface as open eir. The ISH Link will enable the provision of 2 Mbit/s Interconnect Paths and/or End User Links up to the capacity of the Transport Link. The maximum capacity of the SDH Interconnection will be 63 x 2 Mbit/s at STM-1 and 252 x 2 Mbit/s at STM-4.

The point of handover (“P.O.H.”) of an ISH Link is the point at which the optical fibres in the Operator’s cable are connected to the optical fibres in the open eir cable. The Operator shall provide an Optical Distribution Frame (“ODF”) at the P.O.H. open eir will terminate its optical fibres on one side of the ODF and the Operator will terminate its fibres on the other side of the ODF.

Alternatively, the connection between the Operator’s fibre and open eir’s fibre can be achieved through splicing.

The P.O.H. shall be located outside the boundary of the open eir interconnect node and shall be not more than 100 metres (duct length) from the boundary. open eir will identify suitable manholes within the immediate vicinity of its interconnect nodes which can facilitate the provision of ISH connection. Where the Operator constructs their network to a point adjacent to such manholes, then no civil work charges will apply.

The maximum distance between the terminal ends of the SDH ISH Link shall be determined with reference to the available optical power budget.

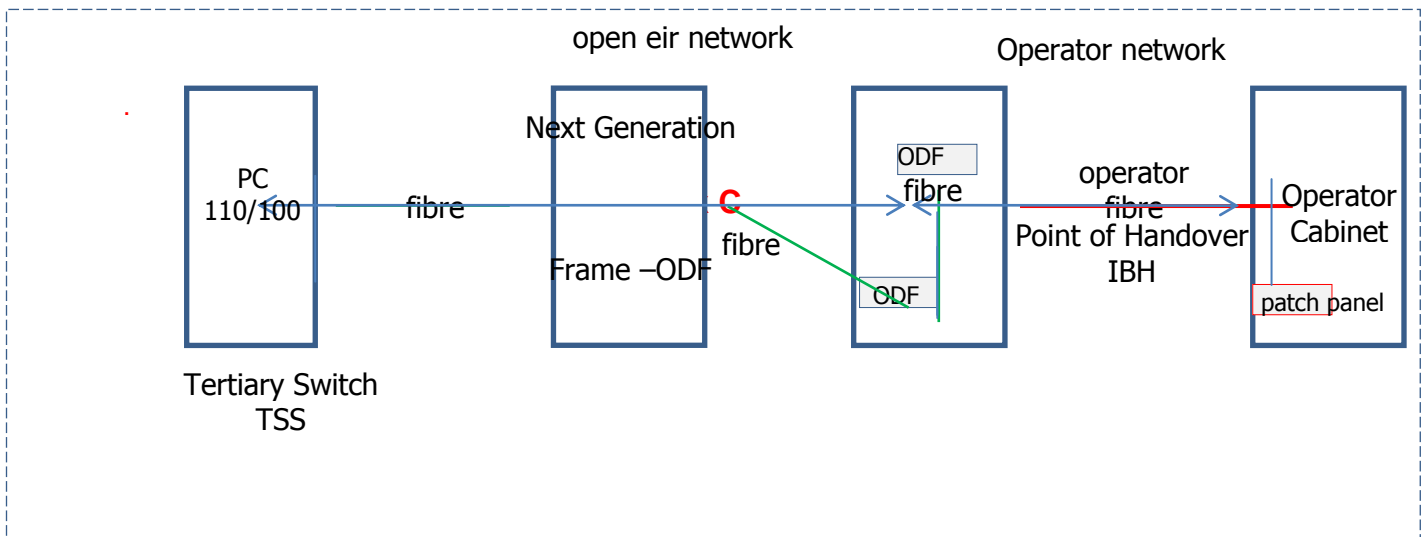


SDH In-Span Hanover (ISH)

### In-Building Handover Transport Links (Hereinafter “IBH” Links)

open eir will offer a Synchronous Digital Hierarchy (SDH) IBH Link at STM-1 where the Operator uses the same optical SDH interface as open eir. The IBH Link will enable the provision of 2 Mbit/s Interconnect Paths and/or End User Links up to the capacity of the Transport Link. The maximum capacity of the SDH Interconnection will be 63 x 2 Mbit/s at STM-1

The point of handover (“POH”) of an IBH Link is the point at which the optical fibres in the Operator’s cable are connected to the optical fibres in the open eir cable. The Operator shall provide an Optical Distribution Frame (“ODF”) at the POH. open eir will terminate its optical fibres on one side of the ODF and the Operator will terminate its fibres on the other side of the ODF.



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## Annex C

### Service Schedule 003

#### End User Links

This Service Schedule is effective from the date of signature of this Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

- 1.1 In this Service Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Service Schedule. Words and expressions have the meanings give in Annex A, except as shown below:

**"End User Link(s)"** means the circuit from the designated Transport Link to the End User NTU as more fully set out in the PPC Product Description.

- 1.2 The document(s) referenced in this Agreement that is contractually binding:

Partial Private Circuit Product Description ("PPC Product Description")

The controlling document is latest version of the above titled document published on open eir's website in accordance with the Publication Requirements.

- 1.3 The following document(s) referenced in this Agreement sets the procedures and standards for operation, but are non-contractual:

- a. Partial Private Circuit InterOperator Process Manuals ("PPC IPM")

All references are to the latest version published on open eir's website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2. Description of Service

- 2.1 Service shall consist of an End User Link as specified by the Operator in its order; available bandwidths are as specified from time to time in the PPC Product Description and the charging principles set out in the open eir Network Price List.
- 2.2 The provisioning and maintenance of End User Links will be governed by the PPC IPM.
- 2.3 The requirements for ordering an End User Link shall be as set out in the PPC Product Description and/or PPC IPM. Subject to the requirements of the PPC Product Description, the ordering procedures for the End User Link shall follow PPC IPM.
- 2.4 End User Links must be ordered with a matching capacity allocation on an associated Transport Link. The terms and conditions for Transport Links are set out in Service Schedule 2.
- 2.5 In the event that the order for the End User Link does not satisfy the requirements set out in the PPC Product Description and/or PPC IPM or the requirements of Service Schedule 2, the order for the End User Link will be rejected.

- 2.6 Use of the End User Link may be restricted by open eir in accordance with applicable law or regulation.
- 2.7 The Operator agrees that from time to time it may be necessary for open eir to temporarily suspend service on the End User Link(s) during periods of repair, essential maintenance or alteration or improvement to open eir's Network. Where possible open eir will give the Operator at least five (5) Working Days notice prior to such suspension and open eir will restore service as soon as possible after such suspension.

### **3 End User Link Charging**

- 3.1 The charges and/or charging principles for End User Links are as set out in the open eir Network Price List.
- 3.2 open eir shall be entitled to invoice the Operator and the Operator shall be obligated to pay for an End User Link from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Date of Delivery. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the open eir RIO Network Price List.
- 3.3 In the event the Operator cancels an order for an End User Link following order validation and prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List.
- 3.4 The Operator shall be liable for charges associated with the minimum period of service set out in paragraph 4 in the event that the Operator issues a termination request that would take effect prior to the expiry of the minimum period of service.
- 3.5 In the event that an End User Link is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original End User Link shall cease from the date of conversion and the charging for the new End User Link shall commence from that same date except as set out in paragraph 4.4.

### **4. Term**

- 4.1 The minimum period of service for any End User Link shall be twelve (12) months commencing on the Commencement Date of Charging.
- 4.2 In the event that the termination of an End User Link is required, the Operator shall give to open eir in writing at least seven (7) calendar days notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 4.1 above, then the charges for the End User Link shall be as specified in paragraph 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.
- 4.3 Where the Operator requests to upgrade the End User Link to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded End User Link. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at paragraph 3.4 above shall be waived.
- 4.4 Where the Operator requests to downgrade the End User Link to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded End User Link. If the downgrade request takes effect prior to the expiry

of the minimum period of service, the charges set out at paragraph 3.4 above shall apply to the original End User Link.

**Annex C**  
**Service Schedule 004**

**PPC Migration**

This Service Schedule is effective from the date of this Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

**1. Definitions**

In this Service Schedule, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Service Schedule. Words and expressions have the meaning given in Annex A of the Agreement or elsewhere in the Agreement, except as shown below.

<b>“Bulk Migration”</b>	means a migration of more than one circuit as more fully set out in paragraph 4 of this Service Schedule.
<b>“Eligible for Migration”</b>	means to be Eligible for Migration, a Leased Line shall: <ol style="list-style-type: none"> <li>a) be in situ or on order prior to the 31<sup>st</sup> March 2009, and</li> <li>b). be in the name of Operator and under contract with open eir or subject to open eir’s standard published terms and conditions and being provided to Operator; and</li> <li>c). has an equivalent product available as a Partial Private Circuit under the PPC Product Description or the Leased Line Agreement to which it may be migrated, and</li> <li>d) be terminated at one end at the Operator premises in which the proposed Transport Link is terminated.</li> </ol>
<b>“Failed Migration”</b>	means a Migration that fails, either technically or with respect to dates of Implementation, due to the failure of one of the Parties to fulfil its obligations under paragraph 3 of this Service Schedule, or as set out in individual MIAs.
<b>“Individual Migration”</b>	means a single order placed in respect of an individual circuit or individual channelised system for Migration as more fully set out in paragraph 3 of this Service Schedule. For an individual channelised system the order must detail all circuits within that system.
<b>“Information”</b>	means the information requested by Operator with respect to each Operator node and supplied by open eir with respect to

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	each Operator node or transmission system in the template set out in the Migration Process Manual.
<b>“Migration”</b>	means the facility to migrate to Partial Private Circuits those Leased Lines that are eligible for Migration.
<b>“Migration Implementation Agreement or MIA”</b>	means the binding agreement entered into by the Parties, which sets out the terms and conditions of the implementation of individual Sub-Projects.
<b>“Product Launch”</b>	means the date the approved terms and conditions to support the introduction of Partial Private Circuits are published in open eir’s LLRO.
<b>“Project Plan”</b>	means the plan agreed between the Parties to allow the Bulk Migration to be implemented.
<b>“Sub- Projects”</b>	means agreed, detailed implementation plans in respect of the Operator’s Node or transmission system or individual circuits which form the individual strands of the Bulk Migration.

## 1. General

- 1.1 All Bulk Migration orders will be delivered in accordance with the agreed Project Plans or Sub-Projects and will be handled outside the scope of any service level agreements in place relating to the provision of PPC's but be subject to the provisions of the associated MIA.

## 2. Conditions of Individual Migration

- 2.1 In the case of an Individual Migration, the Operator may place an order in accordance with the procedures set out in the Partial Private Circuit Industry Migration Process. ("**Migration Process Manual**"). It is the Operator's discretion as to whether the Operator wishes to request Information prior to placing an order. The charges for Information are set out in the open eir Network Price List and the Operator is liable for payment regardless of whether an order is placed for Migration.
- 2.2 Provided an order is Eligible for Migration, open eir shall process the order in accordance with the Migration Process Manual. Once the order is validated, open eir shall advise the Operator of the target date for delivery ("**Target Date**"). In the event that the order is not Eligible for Migration or fails validation, open eir shall reject the order.
- 2.3 open eir shall be entitled to invoice and the Operator shall be obligated to pay open eir for the charges relating to the Individual Migration as set out in the open eir Network Price List.
- 2.4 The new rental charges applicable to Partial Private Circuits shall apply from the Migration Effective Date and the charges associated with the migrated Leased Line or interconnect path will cease from that same date. The Migration Effective Date shall be the actual date of Migration unless directed otherwise by the National Regulator.
- 2.5 open eir shall use reasonable endeavours to promptly reflect charges on invoices issued and to reflect credits and/or debits following a Migration Effective Date.

## 3. Conditions of Bulk Migration

- 3.1 The Parties shall if requested by the Operator exchange and provide such information as is required to develop and agree a Project Plan. For a Bulk Migration, the Operator shall be liable for the charges relating to the provision of Information by open eir regardless of whether or not a Project Plan is agreed or a Migration ordered and/or effected.
- 3.2 The Operator shall develop and submit a Project Plan for Bulk Migration to open eir for its review and comment. open eir shall be entitled to recover its costs regardless of whether or not a Project Plan is agreed or a Bulk Migration ordered and/or effected. The Parties undertake and agree to act reasonably in defining and agreeing the Project Plan. A Project Plan will only be developed in respect of Leased Lines that are Eligible for Migration. Where the Operator is unable to agree their Project Plan with open eir, they may refer such Project Plan to the National Regulator for determination of reasonableness. The National Regulator will consider the reasonableness of such plan on the basis of evidence supplied by the Operator and by open eir.
- 3.3 Following agreement of the Project Plan, the Parties shall enter into a Migration



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Implementation Agreement (“MIA”) in respect of the terms and timelines for each Project. The target dates for the implementation of a Project shall be as set out in the MIA. “**The Migration Effective Date**” shall be the actual date of Migration. If open eir attempts to meet an agreed date for an element of such plan but cannot do so due to the inability of the Operator to achieve the Migration on the agreed date, then that part of the plan will be deemed to be a Failed Migration. In the case of a Failed Migration a new plan for this portion of the Migration shall be drawn up by open eir and the Migration Effective Date shall be as set out in open eir’s plan. If the Operator is of the opinion that the revised date proposed by open eir is unreasonable then this matter may be referred to National Regulator for determination of reasonableness. The National Regulator shall consider the reasonableness of such revised dates on the basis of evidence supplied by the Operator and by open eir and taking into account the cause of the original delay.

- 3.4 In respect of each MIA, open eir shall be entitled to invoice and Operator shall be liable to pay for the charges set out in either the MIA or the open eir Network Price List from the Migration Effective Date.
- 3.5 In respect of each MIA, open eir shall adjust the rental charges set out in respect of the Migrated Partial Private Circuits within the scope of that MIA from the Migration Effective Date.
- 3.6 open eir shall use reasonable endeavours to promptly reflect charges on invoices issued and to reflect credits and/or debits following the Migration Effective Date in respect of each MIA.

**Appendix 1**

**Sample  
Migration Implementation  
Agreement**

**This Migration Implementation Agreement (“MIA”) is made on [Date]**

between

[Operator Name] having its registered office at [Operator Address], (herein referred to as the “Operator”)

and

eircom Limited having its Irish branch address at 2022 Bianconi Avenue | City West Business Campus | Dublin 24 | D24 HX03 , (herein referred to as “open eir”)

Section 1. Initial Sub-Project Plan

**A. Scope**

The scope of the Initial Sub-Project Plan shall be:

**B. Obligations of the Parties**

The obligations of the Parties for the purpose of this Section A of the MIA shall be:

The obligations shall primarily relate to and should designate timeframes:

Requests for Information  
Exchange of Information  
Development of final Sub-Project Plan  
Review and Agreement of final Sub-Project Plan  
Other matters as may be agreed

**C. Consequences of Failure to Fulfil Obligations (Failed Migration)**

1. In the event that open eir fails to fulfil its obligations as set out in Section 2 hereof, the following shall apply:
2. In the event that Operator fails to fulfil its obligations as set out in Section 2 hereof, the following shall apply:

**D. Charges**

1. The charges for this MIA shall be as set out in the open eir Network Price List.



Note: In the event of any exceptional items arising for a particular MIA, such charges may be covered in this section.

Signed for and on behalf of Operator:  _____ Name  _____ Title  _____ Date	Signed for and on behalf of open eir:  _____ Name  _____ Title  _____ Date
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Section 2. Final Sub-Project Plan and Migration Implementation

**A. Scope**

The scope of the Final Sub-Project Plan and Migration Implementation shall be:

Detail to circuit level.

**B. Obligations of the Parties**

The obligations of the Parties for the purpose of this Section B of the MIA shall be:

The obligations shall primarily relate to final preparations and implementation and should designate timeframes.

**C. Consequences of Failure to Fulfil Obligations (Failed Migration)**

1. In the event that open eir fails to fulfil its obligations as set out in Section 2 hereof, the following shall apply:
2. In the event that Operator fails to fulfil its obligations as set out in Section 2 hereof, the following shall apply:

**D. Charges**

1. The charges for this MIA shall be as set out in the open eir Network Price List.

Note: In the event of any exceptional items arising for a particular MIA, such charges may be covered in this section.

**Section 3**

**Governing Law**



1.1 The interpretation, validity and performance of this Migration Implementation Agreement shall be governed in all respects by the laws of Ireland and the Parties submit to the exclusive jurisdiction of the Irish Courts.

Signed for and on behalf of Operator:  _____ Name  _____ Title  _____ Date	Signed for and on behalf of open eir:  _____ Name  _____ Title  _____ Date
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## Appendix 2

### Requirements for Bulk Migration Project Plan

In order to constitute a Bulk Migration Project Plan for purposes of this Service Schedule, the Project Plan must include at a minimum:

- The list of sites
- Indicative timescales
- Indicative number of circuits by type at each site

The Bulk Migration Project Plan should also include:

- A statement that the information gathering requirements will be dealt with at the initial stage of each Sub Project
- A statement that the Migration of each individual site will be dealt with in one or more Sub-Projects

## Annex C

### Service Schedule 006

#### Wholesale Leased Lines

This Service Schedule is effective from the date of signature of this Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

- 1.1 In this Service Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Service Schedule. Words and expressions have the meanings give in Annex A, except as shown below:

**“Wholesale Leased Line”** means the telecommunications facility which provides for transparent transmission capacity between network termination points and which do not include on-demand switching (switching functions which the user can control as part of the service provision) as described in the Wholesale Leased Line Product Description;

**“Wholesale Leased Line Order Request Form Or Order Form”** means the order form placed by the Operator requesting a Wholesale Leased Line and which triggers obligations for the Operator and open eir. The order form also designated the Wholesale Leased Line bandwidths available.

- 1.2 The documents referenced in this Service Schedule that are contractually binding:

- a. Wholesale Leased Line Product Description (“Product Description”)
- b. Wholesale Leased Line service level agreement (“Wholesale Leased Line SLA”)
- c. Wholesale Leased Line Order Request Form (“Order Form”)

The controlling document is the latest version of the above titled document published on open eir’s website, [www.openeir.ie](http://www.openeir.ie) [ ], in accordance with the Publication Requirements.

- 1.3 The following document(s) referenced in this Service Schedule sets the procedures and standards for operation, but are non-contractual:

Carrier Services Operator and Maintenance Process Manual (“Carrier Services O&M”)

All references are to the latest version published on open eir’s website as agreed with the National Regulator with industry input in respect of developments and/or changes.

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## **2. Description of Service**

- 2.1 Service shall consist of a Wholesale Leased Line(s) as specified by the Operator in its Order Form; available bandwidths are as specified from time to time in the Product Description and the charging principles set out in the open eir Network Price List.

## **3. Conditions of Service**

- 3.1 The provisioning and maintenance of Wholesale Leased Lines will be governed by the Carrier Services O & M.
- 3.2 The Wholesale Leased Line shall be provided to the Operator in accordance with the provisioning processes outlined in the Carrier Services O&M.
- 3.3 The provision and service availability of Wholesale Leased Lines shall be subject to the Wholesale Leased Line SLA.
- 3.4 It is technically impracticable to provide a fault-free Service and open eir does not undertake to do so. The level of service availability is set out in the Wholesale Leased Line SLA.
- 3.5 The Operator agrees that from time to time it may be necessary for open eir to temporarily suspend Service on Wholesale Leased Line(s) during periods of repair, essential maintenance or alteration or improvement to open eir's Network.
- 3.6 Where possible open eir will give the Operator at least five (5) Working Days notice prior to such suspension of service on Wholesale Leased Line(s) or as soon as possible after such temporary suspension.
- 3.7 Use of the Wholesale Leased Line may be restricted by open eir in accordance with applicable law or regulation.
- 3.8 The Operator shall report a fault in accordance with the procedures set out in the Carrier Services O&M.

## **4 Wholesale Leased Line Charging**

- 4.1 The charges and/or charging principles for Wholesale Leased Lines are as set out in the open eir Network Price List.
- 4.2 open eir shall be entitled to invoice the Operator and the Operator shall be obligated to pay for a Wholesale Leased Line from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Date of Delivery. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the open eir Network Price List
- 4.3 In the event the Operator cancels an order for a Wholesale Leased Line following order validation and prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the Connection Charges as set out in the open eir Network Price List.
- 4.4 The Operator shall be liable for charges associated with the minimum period of service set out in paragraph 5 in the event that the Operator issues a termination request that would take effect prior to the expiry of the minimum period of service.

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4.5 In the event that a Wholesale Leased Line is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Wholesale Leased Line shall cease from the date of conversion and the charging for the new Wholesale Leased Line shall commence from that same date except as set out in paragraph 5.4.

**5 Term**

5.1 The minimum period of service for any Wholesale Leased Line shall be twelve (12) months commencing on the Commencement Date of Charging.

5.2 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 5.1 above, then the charges for the Wholesale Leased Line shall be as specified in paragraph 4.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

5.3 Where the Operator requests to upgrade the Wholesale Leased Line to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded Wholesale Leased Line. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at paragraph 4.4 above shall be waived.

5.4 Where the Operator requests to downgrade the Leased Line to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded Leased Line. If the downgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at paragraph 4.4 above shall apply to the original Wholesale Leased Line.



## Annex C

### Service Schedule 007

#### Ethernet Aggregation Links

This Service Schedule is effective from the date of signature of this Agreement and/or any Amendment thereto and shall remain in effect until amended following agreement of the Parties or following determination by the National Regulator.

#### 1. Definitions

- 1.1 In this Service Schedule, a reference to a paragraph or Appendix, unless stated otherwise, is to a paragraph or Appendix A of this Service Schedule. Words and expressions have the meaning given in Annex A.

**“open eir Serving Exchanges”** means the open eir exchanges set out in the Ethernet Access Product Description from which the Operator may avail of Ethernet Aggregation Links.

- 1.2 The document(s) referenced in this Service Schedule that is contractually binding:

- a. Wholesale Ethernet Access Product Description (“Ethernet Product Description”)
- b. Service level agreement for Wholesale Ethernet Aggregation Links (“Ethernet Aggregation Link SLA”)

The controlling document is the latest version of the above titled document published on open eir’s website in accordance with the Publication Requirements.

- 1.3 The following document(s) referenced in the Service Schedules that set the procedures and standards for operation, but are non-contractual:

- a. Wholesale Ethernet Access Inter-operator Process Manual (“Ethernet IPM”),

All references are to the latest version published on open eir’s website as agreed with the National Regulator with industry input in respect of developments and /or changes.

- 1.4 The remainder of this Service Schedule is separated in two distinct sections:

Section A – Customer Sited Ethernet Aggregation Links (“Customer Sited Ethernet Aggregation Links”).

Section B – In Span Ethernet Aggregation Links (“In Span Ethernet Aggregation Links”)

Each section deals with a particular type of Ethernet Aggregation Link and provides the terms and conditions associated with that particular type of Ethernet Aggregation Link.

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## Section A Customer Sited Ethernet Aggregation Links

### 2. Description of Service

- 2.1 Subject to the provisions of this Service Schedule, open eir shall provide Customer Sited Ethernet Aggregation Links as specified from time to time in the Ethernet Product Description and the open eir Network Price List ("**Customer Sited Ethernet Aggregation Links**").
- 2.2 open eir shall provide and maintain the Customer Sited Ethernet Aggregation Link(s) between the Operator nominated Point of Presence POP(s) and the open eir Serving Exchanges(s).
- 2.3 open eir shall install its cable and terminating equipment at the Operator premises at a physical location agreed between the Parties.
- 2.4 Ordering, forecasting, provisioning and test procedures are specified in the Ethernet IPM. The procedures for cancellation, cessation and/or termination of Customer Sited Ethernet Aggregation Links are as set out in the Ethernet IPM. Operator requests for cancellation, cessation and/or termination of Customer Sited Ethernet Aggregation Links may impact and disrupt open eir's ability to provide services for dependent Access Circuits. open eir shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 2.5 Ethernet Access Circuits using a Customer Sited Ethernet Aggregation Link shall be subject to Service Schedule 008 of the Agreement.

### 3. Customer Sited Ethernet Aggregation Link Charging

- 3.1 The charges and/or charging principles for Customer Sited Ethernet Aggregation Links are as set out in the open eir Network Price List.
- 3.2 open eir shall be entitled to invoice an Operator for the Customer Sited Ethernet Aggregation Link from the Commencement Date of Charging. Commencement Date of Charging for Customer Sited Ethernet Aggregation Links is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the open eir Network Price List.
- 3.3 In the event the Operator cancels an order for a Customer Sited Ethernet Aggregation Link following order validation and prior to the Commencement of Charging Date, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List.
- 3.4 The Operator shall be liable for the charges associated with the minimum period of service set out in paragraph 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.

### 4. Time Frames for Delivery

- 4.1 Provision of these services shall be in accordance with the Ethernet Aggregation Link SLA published on open eir's website. The controlling documents are the latest version of the above titled documents published on open eir's website as agreed with the National Regulator following negotiations with industry if appropriate.

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**5. Term**

- 5.1 The minimum period of service for any Customer Sited Ethernet Aggregation Link shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 Each additional Customer Sited Ethernet Aggregation Link shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement Date of Charging.
- 5.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days notice.

For the avoidance of doubt, the Operator shall ensure that all Ethernet Access Circuits are ceased prior to the termination of an Ethernet Aggregation Link. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 5.1 above, then the charges for the Customer Sited Ethernet Aggregation Link shall be as specified in paragraph 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

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## Section B In Span Ethernet Aggregation Links

### 6. Description of Service

- 6.1 Subject to the provisions of this Service Schedule, open eir shall provide In Span Ethernet Aggregation Link service as specified from time to time in the Ethernet Product Description and the open eir Network Price List (“**In Span Ethernet Aggregation Link**”).
- 6.2 The Operator shall construct and maintain the transmission medium from their network to a point close to the open eir Serving exchange. open eir will connect with similar medium to this location in order to complete an end to end connection between the two Networks.
- 6.3 open eir shall provide the connection to each point of handover that is provided by the Operator located between the open eir nominated open eir Serving Exchange and the Operator’s premises as set out in the Ethernet Product Description.
- 6.4 The Operator undertakes and agrees to comply with equipment, network and distance specifications and/or limitations set out in the Ethernet Product Description in relation to points of handover.
- 6.5 The Parties agree that network ownership and obligations shall be as set out in the Ethernet Product Description.
- 6.6 Forecasting, ordering, provisioning, operation and maintenance procedures for In Span Ethernet Aggregation Links shall be as set out in the Ethernet Product Description, and the Ethernet IPM. The Parties undertake and agree to discharge their respective obligations as set out in the relevant documents. Operator requests for cancellation, cessation and/or termination of In Span Ethernet Aggregation Links may impact and disrupt open eir’s ability to provide services for dependent Access Circuits. open eir shall not be liable for any provision of service or quality of service impacts that may result.
- 6.9 Ethernet Access Circuits using the In Span Ethernet Aggregation Link shall be subject to Service Schedule 008 of the Agreement.

### 7. Time Frame for Delivery

- 7.1 Provision of this service shall be in accordance with the Ethernet Aggregation Link SLA published on open eir’s website at [www.openeir.ie/](http://www.openeir.ie/) [ ]. The controlling documents are the latest version of the above titled documents published on open eir’s website as agreed with the National Regulator following negotiations with industry if appropriate.

### 8. Charging

- 8.1 open eir shall be entitled to invoice Operator for and Operator shall be liable for payment for the In Span Ethernet Aggregation Link from the Commencement Date of Charging. The Commencement Date of Charging shall be no later than two (2) weeks from the ready for test. Rental charges shall be payable monthly in advance, and other charges shall be payable as set out in the open eir Network



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Price List.

- 8.2 The charges and/or charging principles for In Span Ethernet Aggregation Links are as set out in the open eir Network Price List.
- 8.3 In the event the Operator cancels an order for an In Span Ethernet Aggregation Link following order validation and prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for connection charges as set out in the open eir Network Price List.
- 8.4 The Operator shall be liable for the charges associated with the minimum period of service set out in paragraph 9 in the event it issues a termination request that would take effect prior to the expiry of the minimum period of service.

**9. Term**

- 9.1 The minimum period of service for any In Span Ethernet Aggregation Link shall be twelve (12) months from the Commencement Date of Charging.
- 9.2 Each additional In Span Ethernet Aggregation Link shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement Date of Charging.
- 9.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days notice.

For the avoidance of doubt, the Operator shall ensure that all Ethernet Access Circuits are ceased prior to the termination of an Aggregation Link. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 9.1 above, then the charges for the In Span Ethernet Aggregation Link shall be as specified in paragraph 8.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

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## Annex C

### Service Schedule 008

#### Ethernet Access Circuits

This Service Schedule is effective from the date of signature of this Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

- 1.1 In this Service Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Service Schedule. Words and expressions have the meanings given in Annex A.
- 1.2 The document(s) referenced in this Agreement that are contractually binding:
- a). Wholesale Ethernet Access Product Description (“Ethernet Product Description”)
  - b). Service level agreement for Wholesale Ethernet Access Circuits (“Ethernet Access Circuit SLA”)

The controlling document is latest version of the above titled document published on open eir’s website in accordance with the Publication Requirements.

- 1.3 The following document(s) referenced in this Agreement sets the procedures and standards for operation, but are non-contractual:
- a). Wholesale Ethernet Access Inter-Operator Process Manual (“Ethernet IPM”)

All references are to the latest version published on open eir’s website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2 Description of Service

- 2.1 Service shall consist of an Ethernet Access Circuit as specified by the Operator in its order; available bandwidths are as specified from time to time in the Ethernet Product Description and the charging principles set out in the open eir Network Price List.
- 2.2 The provisioning, operation and maintenance of Ethernet Access Circuits and will be governed by the Ethernet IPM.
- 2.3 The requirements for ordering an Ethernet Access Circuit shall be as set out in the Ethernet Product Description and/or Ethernet IPM. Subject to the requirements of the Ethernet Product Description, the ordering procedures for the Ethernet Access Circuits and shall follow the Ethernet IPM.
- 2.4 Ethernet Access Circuits must be ordered on a nominated Ethernet Aggregation Link. The terms and conditions for Aggregation Links are set out in Service Schedule 007.
- 2.5 In the event that the order for the Ethernet Access Circuit does not satisfy the requirements set out in the Ethernet Product Description and/or Ethernet IPM or the

requirements of Service Schedule 007, the order for the Ethernet Access Circuit will be rejected.

- 2.6 Use of the Ethernet Access Circuit may be restricted by open eir in accordance with applicable law or regulation.
- 2.7 The Operator agrees that from time to time it may be necessary for open eir to temporarily suspend service on the Ethernet Access Circuit(s) during periods of repair, essential maintenance or alteration or improvement to open eir's electronic communications network. Where possible open eir will give the Operator at least five (5) Working Days notice prior to such suspension and open eir will restore service as soon as possible after such suspension.

### **3. Time Frame for Delivery**

- 3.1 Provision of this service shall be in accordance with the Ethernet Access Circuit SLA published on the open eir's website. The controlling documents are the latest version of the above titled documents published on open eir's website as agreed with the National Regulator following negotiations with industry if appropriate.

### **4. Ethernet Access Circuit Charging**

- 4.1 The charges and/or charging principles for Ethernet Access Circuits are as set out in the open eir Network Price List.
- 4.2 open eir shall be entitled to invoice the Operator and the Operator shall be obligated to pay for an Ethernet Access Circuit from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Delivery Date. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the open eir Network Price List.
- 4.3 In the event the Operator cancels an order for an Ethernet Access Circuit following order validation and prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List.
- 4.4 The Operator shall be liable for charges associated with the minimum period of service for an Ethernet Access Circuit set out in paragraph 4 in the event that the Operator issues a termination request in respect of an Ethernet Access Circuit that would take effect prior to the expiry of the minimum period of service.
- 4.5 In the event that an Ethernet Access Circuit is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Ethernet Access Circuit shall cease from the date of conversion and the charging for the new Ethernet Access Circuit shall commence from that same date except as set out in paragraph 4.4.

### **5 Term**

- 5.1 The minimum period of service for any Ethernet Access Circuit shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days notice.

- 
- . Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 4.1 above, then the charges for the Ethernet Access Circuit shall be as specified in paragraph 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.
  - 5.3 Where the Operator requests to upgrade the Ethernet Access Circuit to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded Ethernet Access Circuit. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at paragraph 3.4 above shall be waived.
  - 5.4 Where the Operator requests to downgrade the Ethernet Access Circuit to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded Ethernet Access Circuit. If the downgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at paragraph 3.4 above shall apply to the original Ethernet Access Circuit.



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## Annex C

### Service Schedule 009

#### Regional Ethernet Aggregation Links

This Service Schedule is effective from the date of signature of this Agreement and/or any Amendment thereto and shall remain in effect until amended following agreement of the Parties or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Service Schedule, a reference to a paragraph or appendix, unless stated otherwise, is to a paragraph or Appendix A of this Service Schedule. Words and expressions have the meaning given in Annex A.

1.2 The document(s) referenced in this Service Schedule that is contractually binding:

- a. Wholesale Regional Ethernet Access Description ("Regional Ethernet Access Product Description")

The controlling document is the latest version of the above titled document published on open eir's website in accordance with the Publication Requirements.

1.3 The following document(s) referenced in the Service Schedules that set the procedures and standards for operation, but are non-contractual:

- a. Wholesale Regional and Dublin Ethernet Access Inter-operator Process Manual ("Regional Ethernet IPM"),

All references are to the latest version published on open eir's website as agreed with the National Regulator with industry input in respect of developments and /or changes.

#### 2. Description of Service

2.1 Subject to the provisions of this Service Schedule, open eir shall provide customer sited Regional Ethernet Aggregation Links as specified from time to time in the Regional Ethernet Service Description and the open eir Network Price List.

2.2 open eir shall provide and maintain the Regional Ethernet Aggregation Link(s) between the Operator nominated Point of Presence and the Aggregation Nodes.

2.3 open eir shall install its cable and terminating equipment at the Operator premises at a physical location agreed between the Parties.

2.4 Ordering, forecasting, provisioning and test procedures are specified in the Regional Ethernet IPM. The procedures for cancellation, cessation and/or termination of Regional Ethernet Aggregation Links are as set out in the Regional Ethernet IPM. Operator requests for cancellation, cessation and/or termination of Regional Ethernet Aggregation Links may impact and disrupt open eir's ability to provide services for dependent Regional Access Circuits. open eir shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.

2.5 Regional Ethernet Access Circuits using a Regional Ethernet Aggregation Link shall

be subject to Service Schedule 010 of the Agreement.

2.6 Regional Ethernet Access is a transition wholesale access service offered in advance of open eir's next generation ethernet access services. When open eir introduces the next generation ethernet access services, the following conditions shall apply:

- i). open eir shall provide three month's written notice in advance of the introduction of such services;
- ii). open eir shall not be required to provide the current Regional Ethernet Aggregation Links Service beyond the date notified;
- iii). The Operator shall be required to sign new terms and conditions for the next generation ethernet access services;
- iv). If the Operator chooses to avail of the new equivalent of the Regional Ethernet Aggregation Link Service, the Operator should receive credit for the period of the existing services towards any new minimum term;
- v). If the Operator chooses to not to avail of the new equivalent of the Regional Ethernet Aggregation Link Service, the remaining minimum term for any Regional Ethernet Aggregation Link shall be waived.

### **3 Regional Ethernet Aggregation Link Charging**

3.1 The charges and/or charging principles for Regional Ethernet Aggregation Links are as set out in the open eir Network Price List.

3.2 All Regional Ethernet Aggregation Links are subject to survey. In the event that an Operator places an order following the survey, the charges for the survey will be deducted from the fees relating to connection. In the event the Operator does not place an order following the survey, open eir shall be entitled to invoice the Operator for the full charges relating to the survey.

3.3 open eir shall be entitled to invoice an Operator for the Regional Ethernet Aggregation Link from the Commencement Date of Charging. Commencement Date of Charging for Regional Ethernet Aggregation Links is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the open eir Network Price List.

3.4 In the event the Operator cancels an order for a Regional Ethernet Aggregation Link following order validation and prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List.

3.5 The Operator shall be liable for the charges associated with the minimum period of service set out in paragraph 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.

### **4 Time Frames for Delivery**

4.1 Provision of these services shall be in accordance with the time frames set out in the Regional Ethernet IPM.

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**5. Term**

- 5.1 The minimum period of service for any Regional Ethernet Aggregation Link shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 Each additional Regional Ethernet Aggregation Link shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement Date of Charging.
- 5.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days notice.

For the avoidance of doubt, the Operator shall ensure that all Regional Ethernet Access Circuits are ceased prior to the termination of a Regional Ethernet Aggregation Link. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 5.1 above, then the charges for the Regional Ethernet Aggregation Link shall be as specified in paragraph 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

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## Annex C

### Service Schedule 010

#### Regional Ethernet Access Circuits

This Service Schedule is effective from the date of signature of this Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

- 1.1 In this Service Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Service Schedule. Words and expressions have the meanings give in Annex A.
- 1.2 The document(s) referenced in this Agreement that is contractually binding:
- a). Wholesale Regional Ethernet Access Product Description (“Regional Ethernet Access Product Description”)

The controlling document is latest version of the above titled document published on open eir’s website in accordance with the Publication Requirements.

- 1.3 The following document(s) referenced in this Agreement sets the procedures and standards for operation, but are non-contractual:
- a). Wholesale Regional and Dublin Ethernet Access Inter-Operator Process Manual (“Regional Ethernet IPM”)

All references are to the latest version published on open eir’s website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2. Description of Service

- 2.1 Service shall consist of a Regional Ethernet Access Circuit as specified by the Operator in its order; available bandwidths are as specified from time to time in the Regional Ethernet Product Description and the charging principles set out in the open eir Network Price List.
- 2.2 The provisioning, operation and maintenance of Regional Ethernet Access Circuits and will be governed by the Regional Ethernet IPM.
- 2.3 The requirements for ordering a Regional Ethernet Access Circuit shall be as set out in the Regional Ethernet Product Description and/or Regional Ethernet IPM. Subject to the requirements of the Regional Ethernet Product Description, the ordering procedures for the Regional Ethernet Access Circuits and shall follow the Regional Ethernet IPM.
- 2.4 Regional Ethernet Access Circuits must be ordered on a nominated Regional Ethernet Aggregation Link. The terms and conditions for Regional Aggregation Links are set out in Service Schedule 009.

- 2.5 In the event that the order for the Regional Ethernet Access Circuit does not satisfy the requirements set out in the Regional Ethernet Product Description and/or Regional Ethernet IPM or the requirements of Service Schedule 009, the order for the Regional Ethernet Access Circuit will be rejected.
- 2.6 Use of the Regional Ethernet Access Circuit may be restricted by open eir in accordance with applicable law or regulation.
- 2.7 The Operator agrees that from time to time it may be necessary for open eir to temporarily suspend service on the Regional Ethernet Access Circuit(s) during periods of repair, essential maintenance or alteration or improvement to open eir's electronic communications network. Where possible open eir will give the Operator at least five (5) Working Days notice prior to such suspension and open eir will restore service as soon as possible after such suspension.
- 2.8 Regional Ethernet Access is a transition wholesale access service offered in advance of open eir's next generation Ethernet access services. When open eir introduces the next generation ethernet access services, the following conditions shall apply:
- i). open eir shall provide three (3) month's written notice in advance of the introduction of such services;
  - ii). open eir shall not be required to provide the current Regional Ethernet Access Service beyond the date notified;
  - iii). The Operator shall be required to sign new terms and conditions for the next generation Ethernet access services;
  - iv) If the Operator chooses to avail of the new equivalent of the Regional Ethernet Access Circuit Service, the Operator should receive credit for the period of the existing services towards any new minimum term;
  - v). If the Operator chooses to not to avail of the new equivalent of the Regional Ethernet Access Circuit Service, the remaining minimum term for any Regional Ethernet Access Circuits shall be waived.

### **3. Time Frame for Delivery**

- 3.1 Provision of these services shall be in accordance with the time frames set out in the Regional Ethernet IPM.

### **4. Regional Ethernet Access Circuit Charging**

- 4.1 The charges and/or charging principles for Regional Ethernet Access Circuits are as set out in the open eir Network Price List.
- 4.2 All Regional Ethernet Access Circuits are subject to survey. In the event that an Operator places an order following the survey, the charges for the survey will be deducted from the fees relating to connection. In the event the Operator does not place an order following the survey, open eir shall be entitled to invoice the Operator for the full charges relating to the survey.
- 4.3 open eir shall be entitled to invoice the Operator and the Operator shall be obligated to pay for a Regional Ethernet Access Circuit from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Delivery Date.

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Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the open eir Network Price List.

- 4.4 In the event the Operator cancels an order for a Regional Ethernet Access Circuit following order validation and prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List.
- 4.5 The Operator shall be liable for charges associated with the minimum period of service for a Regional Ethernet Access Circuit set out in paragraph 4 in the event that the Operator issues a termination request in respect of a Regional Ethernet Access Circuit that would take effect prior to the expiry of the minimum period of service.
- 4.6 In the event that a Regional Ethernet Access Circuit is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Regional Ethernet Access Circuit shall cease from the date of conversion and the charging for the new Regional Ethernet Access Circuit shall commence from that same date except as set out in paragraph 4.4.

## **5 Term**

- 5.1 The minimum period of service for any Regional Ethernet Access Circuit shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 5.1 above, then the charges for the Regional Ethernet Access Circuit shall be as specified in paragraph 4.5 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.
- 5.3 Where the Operator requests to upgrade the Regional Ethernet Access Circuit to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded Regional Ethernet Access Circuit. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at paragraph 4.4 above shall be waived.
- 5.4 Where the Operator requests to downgrade the Regional Ethernet Access Circuit to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded Regional Ethernet Access Circuit. If the downgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at paragraph 4.4 above shall apply to the original Regional Ethernet Access Circuit.

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## Annex C

### Service Schedule 011

#### Dublin Ethernet Aggregation Links

This Service Schedule is effective from the date of signature of this Agreement and/or any Amendment thereto and shall remain in effect until amended following agreement of the Parties or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Service Schedule, a reference to a paragraph or Appendix, unless stated otherwise, is to a paragraph or Appendix A of this Service Schedule. Words and expressions have the meaning given in Annex A.

1.2 The document(s) referenced in this Service Schedule that is contractually binding:

- a. Wholesale Dublin Ethernet Access Product Description (“Dublin Ethernet Service Description”)

The controlling document is the latest version of the above titled document published on open eir’s website in accordance with the Publication Requirements.

1.3 The following document(s) referenced in the Service Schedules that set the procedures and standards for operation, but are non-contractual:

- a. Wholesale Regional and Dublin Ethernet Access Service Inter-operator Process Manual (“Dublin Ethernet IPM”),

All references are to the latest version published on open eir’s website as agreed with the National Regulator with industry input in respect of developments and /or changes.

#### 2. Description of Service

2.1 Subject to the provisions of this Service Schedule, open eir shall provide customer sited Dublin Ethernet Aggregation Links as specified from time to time in the Dublin Ethernet Product Description and the open eir Network Price List.

2.2 open eir shall provide and maintain the Dublin Ethernet Aggregation Link(s) between the Operator nominated Point of Presence and the Aggregation Nodes.

2.3 open eir shall install its cable and terminating equipment at the Operator premises at a physical location agreed between the Parties.

2.4 Ordering, forecasting, provisioning and test procedures are specified in the Dublin Ethernet IPM. The procedures for cancellation, cessation and/or termination of Dublin Ethernet Aggregation Links are as set out in the Dublin Ethernet IPM. Operator requests for cancellation, cessation and/or termination of Dublin Ethernet Aggregation Links may impact and disrupt open eir’s ability to provide services for dependent Dublin Ethernet Access Circuits. open eir shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.

- 2.5 Dublin Ethernet Access Circuits using a Dublin Ethernet Aggregation Link shall be subject to Service Schedule 011 of the Agreement.
- 2.6 Dublin Ethernet Access is a transition wholesale access service offered in advance of open eir's next generation ethernet access services. When open eir introduces the next generation ethernet access services, the following conditions shall apply:
- i). open eir shall provide three month's written notice in advance of the introduction of such services;
  - ii). open eir shall not be required to provide the current Dublin Ethernet Access Service beyond the date notified;
  - iii). The Operator shall be required to sign new terms and conditions for the next generation Ethernet access services;
  - iv). If the Operator chooses to avail of the new equivalent of the Dublin Ethernet Aggregation Link Service, the Operator should receive credit for the period of the existing services towards any new minimum term;
  - v). If the Operator chooses to not to avail of the new equivalent of the Dublin Ethernet Aggregation Link Service, the remaining minimum term for any Dublin Ethernet Aggregation Links shall be waived.

### **3 Dublin Ethernet Aggregation Link Charging**

- 3.1 The charges and/or charging principles for Dublin Ethernet Aggregation Links are as set out in the open eir Network Price List.
- 3.2 All Dublin Ethernet Aggregation Links are subject to survey. In the event that an Operator places an order following the survey, the charges for the survey will be deducted from the fees relating to connection. In the event the Operator does not place an order following the survey, open eir shall be entitled to invoice the Operator for the full charges relating to the survey.
- 3.3 open eir shall be entitled to invoice an Operator for the Dublin Ethernet Aggregation Link from the Commencement Date of Charging. Commencement Date of Charging for Dublin Ethernet Aggregation Links is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the open eir Network Price List.
- 3.4 In the event the Operator cancels an order for a Dublin Ethernet Aggregation Link following order validation and prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List.
- 3.5 The Operator shall be liable for the charges associated with the minimum period of service set out in paragraph 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.

### **4. Time Frames for Delivery**

- 4.1 Provision of these services shall be in accordance with the time frames set out in the Dublin Ethernet IPM.



**5. Term**

- 5.1 The minimum period of service for any Dublin Ethernet Aggregation Link shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 Each additional Dublin Ethernet Aggregation Link shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement Date of Charging.
- 5.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days' notice.

For the avoidance of doubt, the Operator shall ensure that all Dublin Ethernet Access Circuits are ceased prior to the termination of a Dublin Ethernet Aggregation Link. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 5.1 above, then the charges for the Dublin Ethernet Aggregation Link shall be as specified in paragraph 3.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

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## Annex C

### Service Schedule 012

#### Dublin Ethernet Access Circuits

This Service Schedule is effective from the date of signature of this Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Service Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Service Schedule. Words and expressions have the meanings give in Annex A.

1.2 The document(s) referenced in this Agreement that is contractually binding:

- a). Wholesale Dublin Ethernet Access Product Description (“Dublin Ethernet Product Description”)

The controlling document is latest version of the above titled document published on open eir’s website in accordance with the Publication Requirements.

1.3 The following document(s) referenced in this Agreement sets the procedures and standards for operation, but are non-contractual:

- a. Wholesale Regional and Dublin Ethernet Access Inter-Operator Process Manual (“Dublin Ethernet IPM”)

All references are to the latest version published on open eir’s website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2. Description of Service

2.1 Service shall consist of a Dublin Ethernet Access Circuit as specified by the Operator in its order; available bandwidths are as specified from time to time in the Dublin Ethernet Product Description and the charging principles set out in the open eir Network Price List.

2.2 The provisioning, operation and maintenance of Dublin Ethernet Access Circuits and will be governed by the Dublin Ethernet IPM.

2.3 The requirements for ordering a Dublin Ethernet Access Circuit shall be as set out in the Dublin Ethernet Product Description and/or Dublin Ethernet IPM. Subject to the requirements of the Dublin Ethernet Product Description, the ordering procedures for the Dublin Ethernet Access Circuits and shall follow the Dublin Ethernet IPM.

2.4 Dublin Ethernet Access Circuits must be ordered on a nominated Dublin Ethernet Aggregation Link. The terms and conditions for Dublin Ethernet Aggregation Links are set out in Service Schedule 011.

2.5 In the event that the order for the Dublin Ethernet Access Circuit does not satisfy the requirements set out in the Dublin Ethernet Product Description and/or Dublin

Ethernet IPM or the requirements of Service Schedule 011, the order for the Dublin Ethernet Access Circuit will be rejected.

- 2.6 Use of the Dublin Ethernet Access Circuit may be restricted by open eir in accordance with applicable law or regulation.
- 2.7 The Operator agrees that from time to time it may be necessary for open eir to temporarily suspend service on the Dublin Ethernet Access Circuit(s) during periods of repair, essential maintenance or alteration or improvement to open eir's electronic communications network. Where possible open eir will give the Operator at least five (5) Working Days' notice prior to such suspension and open eir will restore service as soon as possible after such suspension.
- 2.8 Dublin Ethernet Access is a transition wholesale access service offered in advance of open eir's next generation ethernet access services. When open eir introduces the next generation ethernet access services, the following conditions shall apply:
- i). open eir shall provide three month's written notice in advance of the introduction of such services;
  - ii). open eir shall not be required to provide the current Dublin Ethernet Access Service beyond the date notified;
  - iii). The Operator shall be required to sign new terms and conditions for the next generation Ethernet access services;
  - iv). If the Operator chooses to avail of the new equivalent of the Dublin Ethernet Access Circuit Service, the Operator should receive credit for the period of the existing services towards any new minimum term;
  - v). If the Operator chooses to not to avail of the new equivalent of the Dublin Ethernet Access Circuit Service, the remaining minimum term for any Dublin Ethernet Access Circuits shall be waived.

### **3. Time Frame for Delivery**

- 3.1 Provision of these services shall be in accordance with the time frames set out in the Dublin Ethernet IPM.

### **4. Dublin Ethernet Access Circuit Charging**

- 4.1 The charges and/or charging principles for Dublin Ethernet Access Circuits are as set out in the open eir Network Price List.
- 4.2 All Dublin Ethernet Access Circuits are subject to survey. In the event that an Operator places an order following the survey, the charges for the survey will be deducted from the fees relating to connection. In the event the Operator does not place an order following the survey, open eir shall be entitled to invoice the Operator for the full charges relating to the survey.
- 4.3 open eir shall be entitled to invoice the Operator and the Operator shall be obligated to pay for a Dublin Ethernet Access Circuit from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Delivery Date. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the open eir Network Price List.

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- 4.4 In the event the Operator cancels an order for a Dublin Ethernet Access Circuit following order validation and prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List.
- 4.5 The Operator shall be liable for charges associated with the minimum period of service for a Dublin Ethernet Access Circuit set out in paragraph 4 in the event that the Operator issues a termination request in respect of a Dublin Ethernet Access Circuit that would take effect prior to the expiry of the minimum period of service.
- 4.6 In the event that a Dublin Ethernet Access Circuit is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Dublin Ethernet Access Circuit shall cease from the date of conversion and the charging for the new Dublin Ethernet Access Circuit shall commence from that same date except as set out in paragraph 4.4.

## 5 Term

- 5.1 The minimum period of service for any Dublin Ethernet Access Circuit shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days' notice.

Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 5.1 above, then the charges for the Dublin Ethernet Access Circuit shall be as specified in paragraph 4.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

- 5.3 Where the Operator requests to upgrade the Dublin Ethernet Access Circuit to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded Dublin Ethernet Access Circuit. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at paragraph 4.4 above shall be waived.
- 5.4 Where the Operator requests to downgrade the Dublin Ethernet Access Circuit to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded Dublin Ethernet Access Circuit. If the downgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at paragraph 4.4 above shall apply to the original Dublin Ethernet Access Circuit.

## Annex C

### Service Schedule 013

#### Wholesale Ethernet Interconnect Links

This Service Schedule is effective from the date of signature of this Agreement and/or any Amendment thereto and shall remain in effect until amended following agreement of the Parties or following determination by the National Regulator.

#### 1. Definitions

- 1.1 In this Service Schedule, a reference to a paragraph or Appendix, unless stated otherwise, is to a paragraph or Appendix A of this Service Schedule. Words and expressions have the meaning given in Annex A.

**“Ethernet Interconnect Link Locations or WEIL Locations”** means the open eir exchanges set out in the Ethernet Interconnect Product Description from which the Operator may avail of Ethernet Interconnect Links.

- 1.2 The document(s) referenced in this Service Schedule that is contractually binding:

- a. Wholesale Ethernet Interconnect Link Product Description (“WEIL Product Description”)
- b. Service level agreement for Wholesale Ethernet Interconnect Links (“WEIL SLA”)

The controlling document is the latest version of the above titled document published on open eir’s website in accordance with the Publication Requirements.

- 1.3 The following document(s) referenced in the Service Schedules that set the procedures and standards for operation, but are non-contractual:

- a. Wholesale Ethernet Interconnect Link Process Manual (“WEIL IPM”),

All references are to the latest version published on open eir’s website as agreed with the National Regulator with industry input in respect of developments and /or changes.

- 1.4 The remainder of this Service Schedule is separated in the following distinct sections:

- Section A – Customer Sited Handover Wholesale Ethernet Interconnect Link (“CSH WEIL”)
- Section B – In-Span Handover Wholesale Ethernet Interconnect Link (“ISH WEIL”)
- Section C – In-Building Handover Wholesale Ethernet Interconnect Link (“IBH WEIL”)
- Section D – Edge Node Handover Wholesale Ethernet Interconnect Link (“ENH WEIL”)
- Section E – DATA Centre Handover Wholesale Ethernet Interconnect Link (“DCH WEIL”)

**Section A**  
**Customer Sited Handover**  
**Wholesale Ethernet Interconnect Links**  
**("CSH WEIL")**

**2. Description of Service**

- 2.1 Subject to the provisions of this Service Schedule, open eir shall provide CSH WEILs as specified from time to time in the WEIL Product Description and the open eir Network Price List.
- 2.2 open eir shall provide and maintain the CSH WEIL(s) between the Operator nominated Point of Presence and the WEIL Location(s).
- 2.3 open eir shall install its fibre and terminating equipment at the Operator premises at a physical location in accordance with the WEIL Product Description.
- 2.4 Ordering, forecasting, and provisioning procedures are specified in the WEIL IPM. The procedures for cancellation, cessation and/or termination of CSH WEIL(s) are as set out in the WEIL IPM. Operator requests for cancellation, cessation and/or termination of CSH WEIL(s) may impact and disrupt open eir's ability to provide services for dependent Wholesale Symmetrical Ethernet Access. open eir shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 2.5 Wholesale Symmetrical Ethernet Access using a CSH WEIL shall be subject to Service Schedule 114 of the Leased Line Agreement.

**3. Time Frames for Delivery**

- 3.1 Provision of these services shall be in accordance with the WEIL SLA published on open eir's website.

**4. CSH WEIL Charging**

- 4.1 The charges and/or charging principles for CSH WEIL(s) are as set out in the open eir Network Price List.
- 4.2 open eir shall be entitled to invoice an Operator for the CSH WEIL(s) from the Commencement Date of Charging. The Commencement Date of Charging for CSH WEIL(s) is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the open eir Network Price List.
- 4.3 In the event the Operator cancels an order for a CSH WEIL prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List.
- 4.4 The Operator shall be liable for the charges associated with the minimum period of service set out in paragraph 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.

**5. Term**

- 5.1 The minimum period of service for any CSH WEIL shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 Each additional CSH WEIL shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement Date of Charging.
- 5.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days' notice.

For the avoidance of doubt, the Operator shall ensure that all dependent Wholesale Symmetrical Ethernet Access products are ceased prior to the termination of a CSH WEIL. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 5.1 above, then the charges for the CSH WEIL shall be as specified in paragraph 4.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

**Section B**  
**In-Span Handover**  
**Wholesale Ethernet Interconnect Link**  
**("ISH WEIL")**

**6. Description of Service**

- 6.1 Subject to the provisions of this Service Schedule, open eir shall provide ISH WEIL(s) as specified from time to time in the WEIL Product Description and the open eir Network Price List.
- 6.2 The Operator shall construct and maintain the transmission medium from their network to a point close to the WEIL Location. open eir will connect with similar medium to this location in order to complete end to end connection between the two (2) networks.
- 6.3 open eir shall provide the connection to each point of handover that is provided by the Operator located between the open eir nominated WEIL Location and the Operator's premises as set out in the WEIL Product Description.
- 6.4 The point of handover is as set out in the WEIL Product Description. The Operator undertakes and agrees to comply with equipment, network and distance specifications and/or limitations as set out in the WEIL Product Description.
- 6.5 The Parties agree that network ownership and obligations shall be as set out in the WEIL Product Description.
- 6.6 Ordering, forecasting, and provisioning procedures are specified in the WEIL IPM. The procedures for cancellation, cessation and/or termination of ISH WEIL(s) are as set out in the WEIL IPM. Operator requests for cancellation, cessation and/or termination of ISH WEIL(s) may impact and disrupt open eir's ability to provide services for dependent Wholesale Symmetrical Ethernet Access. open eir shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 6.7 Wholesale Symmetrical Ethernet Access using an ISH WEIL shall be subject to Service Schedule 014 of the Agreement.

**7. Time Frames for Delivery**

- 7.1 Provision of these services shall be in accordance with the WEIL SLA published on open eir's website.

**8 ISH WEIL Charging**

- 8.1 The charges and/or charging principles for ISH WEIL(s) are as set out in the open eir Network Price List.
- 8.2 open eir shall be entitled to invoice an Operator for the ISH WEIL(s) from the Commencement Date of Charging. The Commencement Date of Charging for ISH WEIL(s) is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the open eir Network Price List.
- 8.3 In the event the Operator cancels an order for an ISH WEIL prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List.



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8.4 The Operator shall be liable for the charges associated with the minimum period of service set out in paragraph 5 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.

**9. Term**

9.1 The minimum period of service for any ISH WEIL shall be twelve (12) months commencing on the Commencement Date of Charging.

9.2 Each additional ISH WEIL shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement Date of Charging.

9.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days' notice. For the avoidance of doubt, the Operator shall ensure that all dependent Wholesale Symmetrical Ethernet Access products are ceased prior to the termination of an ISH WEIL. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 9.1 above, then the charges for the ISH WEIL shall be as specified in paragraph 8.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

**Section C**  
**In-Building Handover**  
**Wholesale Interconnect Link**  
**("IBH WEIL")**

**10. Description of Service**

- 10.1 Subject to the provisions of this Service Schedule, open eir shall provide IBH WEILs as specified from time to time in the WEIL Product Description and the open eir Network Price List.
- 10.2 As a condition precedent to IBH WEIL, the Operator must have an existing, valid Licence for Physical Co-location at the requested WEIL Location.
- 10.3 Orders for WEIL IBH shall be treated as Specified Regulated Products as that term is defined in the Operator's Licence for Physical Co-location. Accordingly, provided the Operator has a valid Licence for the site, the Operator shall not be required to execute a Deed of Variation to be entitled to use its footprint for purposes of the WEIL IBH service.
- 10.4 The point of handover and method of delivery are as set out in the WEIL Product Description. The Operator undertakes and agrees to comply with equipment and, network specifications as set out in the WEIL Product Description.
- 10.5 The Parties agree that network ownership and obligations shall be as set out in the WEIL Product Description.
- 10.6 Ordering, forecasting, and provisioning procedures are specified in the WEIL IPM. The procedures for cancellation, cessation and/or termination of IBH WEIL(s) are as set out in the WEIL IPM. Operator requests for cancellation, cessation and/or termination of WEIL(s) may impact and disrupt open eir's ability to provide services for dependent Wholesale Symmetrical Ethernet Access. open eir shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 10.7 Wholesale Symmetrical Ethernet Access using an IBH WEIL shall be subject to Service Schedule 014 of the Agreement.
- 10.8 The Operator shall only be entitled to use an IBH WEIL for purposes of Ethernet backhaul to support the Leased Line Services available in this Agreement. The Operator shall be in material breach of this Agreement in the event it uses an IBH WEIL for any other purpose.

**11. Time Frames for Delivery**

- 11.1 Provision of these services shall be in accordance with the WEIL SLA published on open eir's website.

**12 IBH WEIL Charging**

- 12.1 The charges and/or charging principles for IBH WEIL(s) are as set out in the open eir Network Price List and/or the ARO Price List.
- 12.2 open eir shall be entitled to invoice an Operator for the IBH WEIL(s) from the Commencement Date of Charging. The Commencement Date of Charging for IBH

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WEIL(s) is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the open eir Network Price List and/or the ARO Price List.

- 12.3 In the event the Operator cancels an order for an IBH WEIL prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List and/or the ARO Price List.
- 12.4 The Operator shall be liable for the charges associated with the minimum period of service set out in paragraph 13 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.
- 12.5 Any revisions to the charges relating to the Licence will be captured in the Deed of Variation for a particular site.

### **13. Term**

- 13.1 The minimum period of service for any IBH WEIL shall be twelve (12) months commencing on the Commencement Date of Charging.
- 13.2 Each additional IBH WEIL shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement Date of Charging.
- 13.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days' notice.

For the avoidance of doubt, the Operator shall ensure that all dependent Wholesale Symmetrical Ethernet Access products are ceased prior to the termination of an IBH WEIL. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 13.1 above, then the charges for the IBH WEIL shall be as specified in paragraph 12.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

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**Section D**  
**Edge Node Handover**  
**Wholesale Ethernet Interconnect Link**  
**(“ENH WEIL”)**

**14. Description of Service**

- 14.1 Subject to the provisions of this Service Schedule, open eir shall provide ENH WEILs as specified from time to time in the WEIL Product Description and the open eir Network Price List.
- 14.2 As a condition precedent to the ENH WEIL, the Operator must have the infrastructure required by the WEIL Product Description installed and commissioned on the designated Operator site.
- 14.3 The point of handover is as set out in the WEIL Product Description.
- 14.4 The Parties agree that network ownership and obligations shall be as set out in the WEIL Product Description.
- 14.5 The Operator shall ensure that open eir is granted access to the Site for purposes of survey, installation, maintenance and repair. Any failure by the Operator to comply with this term may result in the suspension of open eir’s obligations under this Agreement. The Operator shall also ensure that open eir is afforded access to the site in the event of termination of this service for purposes of recovering its equipment located on the site.
- 14.6 Ordering, forecasting, and provisioning procedures are specified in the ENH WEIL IPM. The procedures for cancellation, cessation and/or termination of ENH WEIL(s) are as set out in the WEIL IPM. The financial liabilities for cancellation, cessation or termination are as specified in paragraph 16 of this Service Schedule. Operator requests for cancellation, cessation and/or termination of ENH WEIL(s) may impact and disrupt open eir’s ability to provide services for dependent Wholesale Symmetrical Ethernet Access. open eir shall not be liable for any provision of service or quality service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 14.7 Wholesale Symmetrical Ethernet Access using ENH WEIL shall be subject to Service Schedule 014 of this Agreement.

**15. Timeframes for Delivery**

- 15.1 Provision of these services shall be as follows:
- i. Time frames for the required infrastructure will be advised in the Quotation for Infrastructure Build, and
  - ii. Timeframes for the delivery of ENH WEIL delivered from the infrastructure will be as per the WEIL SLA.

**16. ENH WEIL Charging**

- 16.1 The charges and/or charging principles for ENH WEIL(s) are as set out in the open eir Network Price List.
- 16.2 open eir shall be entitled to invoice the Operator for each stage of provision of this service as follows:

- (i) upon acceptance by the Operator in writing of a Quotation for Infrastructure Build and the placement of the Provide Infrastructure Build order. open eir shall not be obliged to commence delivery until payment in full of that invoice has been received.
- (ii) upon the Commencement Date of Charging for the ENH WEIL(s). The Commencement Date of Charging for ENH WEIL from the infrastructure is the Actual Date of Delivery.
- (iii) Rental Charges for the infrastructure and ENH WEIL(s) shall be payable monthly in advance and any other charges shall be payable as set out in the open eir Network Price List.

16.3 The charges applicable in respect of any cancellation at each stage of the provision are as follows;

- (i) Provide Infrastructure Build orders may be cancelled at any time following payment. However, the Operator shall be liable for any costs open eir may have incurred up to the point of cancellation including any remediation costs open eir may incur due to the cancellation;
- (ii) Orders for ENH WEIL delivery cancelled following order validation and prior to the Commencement Date of Charging shall be subject to an invoice for the connection charges as set out in the open eir Network Price List.

16.4 The Operator shall be liable for the charges associated with the minimum period of service set out in paragraph 17 in the event it issues a termination request that would take effect prior to the expiry of the minimum period of service.

## 17. Term

17.1 The minimum period of service for any infrastructure required at an Operator site shall be either three (3) or five (5) years commencing on the Commencement Date of Charging. The Operator shall elect the period of the minimum term to apply to the infrastructure at the time of order (PIB).

17.2 The minimum period of service for any ENH WEIL shall be twelve (12) months commencing on the Commencement Date of Charging.

17.3 Each additional ENH WEIL order shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement Date of Charging.

17.4 In the event of termination of the infrastructure at the Operator's site, the Operator shall give open eir at least three (3) months' notice in writing, expiring on the last day of the calendar month following that in which notice is given. For the avoidance of doubt, the Operator shall ensure that all dependent ENH WEILs are ceased prior to the termination of the infrastructure. Where such termination takes effect prior to the expiry of the minimum period of service specified in paragraph 17.1 above, then the Operator shall be liable for charges until the later of:

- i. The expiry of the minimum term, or
- ii. The expiry of the notice period.

Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

17.5 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days' notice. For the avoidance of doubt, the Operator shall ensure that all dependent Wholesale Symmetrical Ethernet Access products are ceased prior to the request to terminate of



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an ENH WEIL. Where such termination requires takes effect prior to the expiry of the minimum period of service specified in paragraph 17.2 above, then the charges for the ENH WEIL shall be as specified in paragraph 16.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

**Section E**  
**Data Centre Handover**  
**Wholesale Ethernet Interconnect Link**  
**("DCH WEIL")**

**18. Description of Service**

- 18.1 Subject to the provisions of this Schedule, eircom shall provide DCH WEILs as specified from time to time in the WEIL Product Description and the eircom Network Price List.
- 18.2 eircom shall install its fibre at the nominated Data Centre in accordance with the WEIL Product Description. 100G WEIL only
- 18.3 The point of handover and method of delivery are as set out in the WEIL Product Description. The Operator undertakes and agrees to comply with equipment and, network specifications as set out in the WEIL Product Description.
- 18.4 The Parties agree that network ownership and obligations shall be as set out in the WEIL Product Description.
- 18.5 Ordering, forecasting, and provisioning procedures are specified in the WEIL IPM. The procedures for cancellation, cessation and/or termination of DCH WEIL(s) are as set out in the WEIL IPM. Operator requests for cancellation, cessation and/or termination of WEIL(s) may impact and disrupt eircom's ability to provide services for dependent Wholesale Symmetrical Ethernet Access.. eircom shall not be liable for any provision of service or quality of service impacts that may result, unless such requests form part of a project agreed in writing between the Parties.
- 18.6 Wholesale Symmetrical Ethernet Access using an DCH WEIL shall be subject to Service Schedule 014 of the Leased Line Agreement.
- 18.7 The Operator shall only be entitled to use an DCH WEIL for purposes of Ethernet backhaul to support the Leased Line Services available in this Agreement. The Operator shall be in material breach of this Agreement in the event it uses an DCH WEIL for any other purpose.

**19. Time Frames for Delivery**

- 19.1 Provision of these services shall be in accordance with the WEIL SLA published on eircom's website.

**20 DCH WEIL Charging**

- 20.1 The charges and/or charging principles for DCH WEIL(s) are as set out in the eircom Network Price List and/or the ARO Price List.
- 20.2 eircom shall be entitled to invoice an Operator for the DCH WEIL(s) from the Commencement Date of Charging. Commencement Date of Charging for DCH WEIL(s) is the Actual Date of Delivery. Rental charges shall be payable monthly in advance and any other charges shall be payable as set out in the eircom Network Price List and/or the ARO Price List.

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- 20.3 In the event the Operator cancels an order for an DCH WEIL prior to the Commencement of Charging Date, eircom shall be entitled to invoice the Operator for the connection charges as set out in the eircom Network Price List and/or the ARO Price List.
  - 20.4 The Operator shall be liable for the charges associated with the minimum period of service set out in Clause 13 in the event it issues a termination request that would take effect prior to the expiry of the minimum period for service.
  - 20.5 Any revisions to the charges relating to the Licence will be captured in the Deed of Variation for a particular site.

**21. Term**

- 21.1 The minimum period of service for any dch WEIL shall be twelve (12) months commencing on the Commencement of Charging Date.
- 21.2 Each additional DCH WEIL shall be subject to its own minimum period of service of twelve (12) months commencing on the Commencement of Charging Date.
- 21.3 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to eircom in writing at least seven (7) calendar days notice.

For the avoidance of doubt, the Operator shall ensure that all dependent Wholesale Symmetrical Ethernet Access products are ceased prior to the termination of an DCH WEIL. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in 13.1 above, then the charges for the DCH WEIL shall be as specified in 12.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.



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## Annex C

### Service Schedule 014

#### Wholesale Symmetrical Ethernet Access

This Service Schedule is effective from the date of signature of this Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Service Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Service Schedule. Words and expressions have the meanings give in Annex A

1.2 The document(s) referenced in this Agreement that are contractually binding:

- A). Wholesale Symmetrical Ethernet Access Product Description (“Wholesale Symmetrical Ethernet Access Product Description”)
- b). Service level agreement for Wholesale Symmetrical Ethernet Access (“Wholesale Symmetrical Ethernet Access SLA”)

The controlling document is the latest version of the above titled document published on open eir's website in accordance with the Publication Requirements.

1.3 The following document(s) referenced in this Agreement sets the procedures and standards for operation, but are non-contractual:

- a. Wholesale Symmetrical Ethernet Access Inter-Operator Process Manual (“Wholesale Symmetrical Ethernet Access IPM”)

All references are to the latest version published on open eir's website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2. Description of Service

2.1 Subject to the provisions of this Service Schedule, open eir shall provide the Wholesale Symmetrical Ethernet Access as specified from time to time in the Wholesale Symmetrical Ethernet Access Product Description and the open eir Network Price List.

2.2 The provisioning, operation and maintenance of Wholesale Symmetrical Ethernet Access will be governed by the Wholesale Symmetrical Ethernet Access IPM.

2.3 The requirements for ordering a Wholesale Symmetrical Ethernet Access circuit shall be as set out in the Wholesale Symmetrical Ethernet Access Product Description and/or Wholesale Symmetrical Ethernet Access IPM. Subject to the requirements of the Wholesale Symmetrical Ethernet Access Product Description, the ordering procedures for the Wholesale Symmetrical Ethernet Access circuits shall follow the Wholesale Symmetrical Ethernet Access IPM.

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- 2.4 Wholesale Symmetrical Ethernet Access circuits must be ordered and associated with a nominated Operator's Ethernet Interconnect Link. The terms and conditions for Ethernet Interconnect Links are set out in Service Schedule 013.
  - 2.5 In the event that the order for the Wholesale Symmetrical Ethernet Access circuit does not satisfy the requirements set out in the Wholesale Symmetrical Ethernet Access Product Description and/or Wholesale Symmetrical Ethernet Access IPM or the requirements of Service Schedule 013, the order for the Wholesale Symmetrical Ethernet Access circuit will be rejected.
  - 2.6 Use of the Wholesale Symmetrical Ethernet Access may be restricted by open eir in accordance with applicable law or regulation.
  - 2.7 The Operator agrees that from time to time it may be necessary for open eir to temporarily suspend service on the Wholesale Symmetrical Ethernet Access service during periods of repair, essential maintenance or alteration or improvement to open eir's electronic communications network. Where possible open eir will give the Operator at least five (5) Working Days' notice prior to such suspension and open eir will restore service as soon as possible after such suspension.
  - 2.8 Orders for WSEA IBH shall be treated as Specified Regulated Products as that term is defined in the Operator's Licence for Physical Co-location. Accordingly, provided the Operator has a valid Licence for the Site, the Operator shall not be required to execute a Deed of Variation to be entitled to use its footprint for purposes of the WSEA IBH service.

### **3. Time Frame for Delivery**

- 3.1 Provision of this service shall be in accordance with the Wholesale Symmetrical Ethernet Access SLA published on the open eir website.

### **4. Wholesale Symmetrical Ethernet Access Charging**

- 4.1 The charges and/or charging principles for Wholesale Symmetrical Ethernet Access are as set out in the open eir Network Price List.
- 4.2 open eir shall be entitled to invoice the Operator and the Operator shall be obligated to pay for a Wholesale Symmetrical Ethernet Access circuit from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Date of Delivery. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the open eir Network Price List.
- 4.3 In the event the Operator cancels an order for a Wholesale Symmetrical Ethernet Access circuit prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List.
- 4.4 The Operator shall be liable for charges associated with the minimum period of service for a Wholesale Symmetrical Ethernet Access circuit set out in paragraph 5 in the event that the Operator issues a termination request in respect of a Wholesale Symmetrical Ethernet Access circuit that would take effect prior to the expiry of the minimum period of service.
- 4.5 In the event that a Wholesale Symmetrical Ethernet Access circuit is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Wholesale Symmetrical Ethernet Access circuit shall cease from the date of conversion and the charging for the new Wholesale Symmetrical

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Ethernet Access circuit shall commence from that same date except as set out in paragraph 5.4.

**5 Term**

5.1 The minimum period of service for any Wholesale Symmetrical Ethernet Access circuit shall be twelve (12) months commencing on the Commencement Date of Charging.

5.2 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days' notice.

Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 5.1 above, then the charges for the Wholesale Symmetrical Ethernet Access circuit shall be as specified in paragraph 4.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.

5.3 The minimum period of service is applicable to the "Ethernet Access Circuit".

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## Annex C

### Service Schedule 015

#### Wholesale LLU Backhaul Service

This Service Schedule is effective from the date of signature of this Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Service Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Service Schedule. Words and expressions have the meanings give in Annex A

1.2 The document(s) referenced in this Agreement that is contractually binding:

- a). Wholesale LLU Backhaul Product Description (“LLU Backhaul Product Description”)
- b). Service level agreement for Wholesale LLU Backhaul (“LLU Backhaul SLA”)

The controlling document is the latest version of the above titled document published on open eir’s website in accordance with the Publication Requirements.

1.3 The following document(s) referenced in this Agreement sets the procedures and standards for operation, but are non-contractual:

- a. Wholesale LLU Backhaul Inter-Operator Process Manual (“LLU Backhaul IPM”)

All references are to the latest version published on open eir’s website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2. Description of Service

2.1 Subject to the provisions of this Service Schedule, open eir shall provide the Wholesale LLU Backhaul Service as specified from time to time in the LLU Backhaul Product Description and the open eir Network Price List.

2.2. As a condition precedent to Wholesale LLU Backhaul Service, the Operator must have an existing, valid Licence for Physical Co-location at the exchanges it wishes to have Wholesale LLU Backhaul circuits delivered.

2.3 The provisioning, operation and maintenance of Wholesale LLU Backhaul Service will be governed by the LLU Backhaul IPM.

2.4 The requirements for ordering Wholesale LLU Backhaul shall be as set out in the LLU Backhaul Product Description and/or LLU Backhaul IPM. Subject to the requirements of the LLU Backhaul Product Description, the ordering procedures for the LLU Backhaul circuits shall follow the LLU Backhaul IPM.

2.5 In the event that the order for the LLU Backhaul circuit does not satisfy the requirements set out in the LLU Backhaul Product Description and/or LLU Backhaul

IPM or the requirements of paragraph 2.2, the order for the Wholesale LLU Backhaul circuit will be rejected.

- 2.6 Use of the LLU Backhaul Service may be restricted by open eir in accordance with applicable law or regulation.
- 2.7 The Operator agrees that from time to time it may be necessary for open eir to temporarily suspend service on the LLU Backhaul Service during periods of repair, essential maintenance or alteration or improvement to open eir's electronic communications network. Where possible open eir will give the Operator at least five (5) Working Days' notice prior to such suspension and open eir will restore service as soon as possible after such suspension.

### **3. Time Frame for Delivery**

- 3.1 Provision of this service shall be in accordance with the LLU Backhaul SLA published on the open eir's website at [www.openeir.ie/](http://www.openeir.ie/) [ ].

### **4. Wholesale LLU Backhaul Charging**

- 4.1 The charges and/or charging principles for Wholesale LLU Backhaul Service are as set out in the open eir Network Price List.
- 4.2 open eir shall be entitled to invoice the Operator and the Operator shall be obligated to pay for a Wholesale LLU Backhaul circuit from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Date of Delivery. Rental charges shall be payable monthly in advance. Other charges shall be applied as set out in the open eir Network Price List.
- 4.3 In the event the Operator cancels an order for a Wholesale LLU Backhaul circuit prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List.
- 4.4 The Operator shall be liable for charges associated with the minimum period of service for a Wholesale LLU Backhaul circuit set out in paragraph 5 in the event that the Operator issues a termination request in respect of a Wholesale LLU Backhaul circuit that would take effect prior to the expiry of the minimum period of service.
- 4.5 In the event that a Wholesale LLU Backhaul circuit is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Wholesale LLU Backhaul circuit shall cease from the date of conversion and the charging for the new Wholesale LLU Backhaul circuit shall commence from that same date except as set out in paragraph 5.4.

### **5 Term**

- 5.1 The minimum period of service for any Wholesale LLU Backhaul circuit shall be thirty-six (36) months commencing on the Commencement Date of Charging.
- 5.2 In the event that the termination of a Wholesale Leased Line is required, the Operator shall give to open eir in writing at least seven (7) calendar days notice. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 5.1 above, then the charges for the Wholesale LLU Backhaul circuit shall be as specified in paragraph 4.4 above. Where notice is given which

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expires after the minimum period of service, charging shall cease on the last day of the notice period.

- 5.3 Where the Operator requests to upgrade the Wholesale LLU Backhaul circuit to a higher available bandwidth and such request is delivered, no new minimum period will apply to the upgraded Wholesale LLU Backhaul circuit. If the upgrade request takes effect prior to the expiry of the minimum period of service, the Operator shall be liable for the new charges for the remainder of the original term as set out in paragraph 5.1 at the price associated with the upgrade.
- 5.4 Where the Operator requests to downgrade the Wholesale LLU Backhaul circuit to a lower available bandwidth and such request is delivered, no new minimum period will apply to the downgraded Wholesale LLU Backhaul circuit. If the downgrade request takes effect prior to the expiry of the minimum period of service, the Operator shall be liable for the remainder of the original terms as set out in paragraph 5.1 at the charges associated with the original Wholesale LLU Backhaul circuit.

## Annex C

### Service Schedule 016 1Gb/s & 10Gb/s Wholesale Un-contended Product

This Service Schedule is effective from the date of signature of this Agreement and/or an Amendment and shall remain in effect until amended following agreement of the Parties to such amendment or following determination by the National Regulator.

#### 2. Definitions

- 1.1 In this Service Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Service Schedule. Words and expressions have the meanings give in Annex A, except as shown below:

**“Wholesale Un-contended Product or WUP”** means the telecommunications facility which enables an Operator to provide dedicated connectivity from one Operator nominated point to another via a physical 1/10 Gb/s fibre circuit. as described in the 1 Gb/s & 10Gb/s Wholesale Un-contended Product.

- 1.2 The documents referenced in this Service Schedule that is contractually binding:

- a. 1 Gb/s & 10Gb/s Wholesale Un-contended Product (“WUP Product Description”)
- b. 1 Gb/s & 10Gb/s Wholesale Un-contended Product service level agreement (“WUP SLA”)
- c. Wholesale Un-contended Product Order Request Form (“Order Form”)

The controlling document is the latest version of the above titled document published on open eir’s website in accordance with the Publication Requirements.

- 1.3 The following document(s) referenced in this Service Schedule sets the procedures and standards for operation, but are non-contractual:

1 Gb/s & 10 Gb/s Wholesale Un-contended Inter Operator Process Manual (“WUP IPM”)

All references are to the latest version published on open eir’s website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2. Description of Service

- 2.1 The Service shall consist of a Wholesale Un-contended Product(s) as specified by the Operator in its Order Form; available bandwidths are as specified from time to time in the Product Description.

#### 3. Conditions of Service

- 3.1 The provisioning and maintenance of Wholesale Un-contended Product will be governed by the WUP IPM.
- 3.2 The Wholesale Un-contended Product shall be provided to the Operator in accordance with the provisioning processes outlined in the WUP IPM.

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- 3.3 The provision and service availability of Wholesale Un-contended Product shall be subject to the WUP SLA.
  - 3.4 It is technically impracticable to provide a fault-free Service and open eir does not undertake to do so. The level of service availability is set out in the WUP SLA.
  - 3.5 The Operator agrees that from time to time it may be necessary for open eir to temporarily suspend Service on Wholesale Un-contended Product(s) during periods of repair, essential maintenance or alteration or improvement to open eir's Network.
  - 3.6 Where possible open eir will give the Operator at least five (5) Working Days' notice prior to such suspension of service on Wholesale Un-contended Product(s) or as soon as possible after such temporary suspension.
  - 3.7 Use of the Un-contended Product may be restricted by open eir in accordance with applicable law or regulation.
  - 3.8 The Operator shall report a fault in accordance with the procedures set out in the WUP IPM.

#### **4. Wholesale Un-contended Product Charging**

- 4.1 open eir shall confirm the charges to apply to each order for the Wholesale Un-contended Product.
- 4.2 open eir shall be entitled to invoice the Operator and the Operator shall be obligated to pay for a Wholesale Un-contended Product from the Commencement Date of Charging. The Commencement Date of Charging shall be the Actual Delivery Date. Rental charges shall be payable monthly in advance.
- 4.3 In the event the Operator cancels an order for a Wholesale Un-contended Product following order validation and prior to the Commencement Date of Charging, open eir shall be entitled to invoice the Operator for the Connection Charges.
- 4.4 The Operator shall be liable for charges associated with the minimum period of service set out in paragraph 5 in the event that the Operator issues a termination request that would take effect prior to the expiry of the minimum period of service.
- 4.5 In the event that a Wholesale Un-contended Product is either upgraded to a higher available bandwidth or downgraded to a lower available bandwidth, the charging for the original Wholesale Un-contended Product shall cease from the date of conversion and the charging for the new Wholesale Un-contended Product shall commence from that same date except as set out in paragraph 5.4.

#### **5 Term**

- 5.1 The minimum period of service for any Wholesale Un-contended Product shall be twelve (12) months commencing on the Commencement Date of Charging.
- 5.2 In the event that the termination of a Wholesale Un-contended Product is required, the Operator shall give to open eir in writing at least seven (7) calendar days. Where such a termination request takes effect prior to the expiry of the minimum period of service specified in paragraph 5.1 above, then the charges for the Wholesale Un-contended Product shall be as specified in paragraph 4.4 above. Where notice is given which expires after the minimum period of service, charging shall cease on the last day of the notice period.





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- 5.3 Where the Operator requests to upgrade the Wholesale Un-contended Product to a higher available bandwidth and such request is delivered, a new minimum period will apply to the upgraded Wholesale Un-contended Product. If the upgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at paragraph 4.4 above shall be waived.
- 5.4 Where the Operator requests to downgrade the Wholesale Un-contended Product to a lower available bandwidth and such request is delivered, a new minimum period will apply to the downgraded Wholesale Un-contended Product. If the downgrade request takes effect prior to the expiry of the minimum period of service, the charges set out at paragraph 4.4 above shall apply to the original Wholesale Un-contended Product.

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## Annex C

### Service Schedule 017

#### Wholesale CES Service (WCS)

This Service Schedule is effective from the date of signature of this Leased Line Agreement made between [ ] dated [ ] (the “Agreement”) and shall remain in effect until amended following agreement of the Parties to such amendment in accordance with the terms of the Agreement or following determination by the National Regulator.

#### 1. Definitions

1.1 In this Service Schedule, a reference to a paragraph, unless stated otherwise, is to a paragraph of this Service Schedule. Words and expressions have the meanings ascribed to them in the Agreement and in Annex A, except as shown below:

“**Wholesale CES Service (WCS)**” means the product offered by open eir to support a circuit emulation service for Time Division Multiplexing (TDM) traffic between an Operator’s end-user sites using WSEA (Wholesale Symmetrical Ethernet Access) and the Operator’s WEIL (Wholesale Ethernet Interconnect Link).

1.2 The documents referenced in this Service Schedule that are contractually binding on the Parties are:

- a. Wholesale CES Product (“WCS Product Proposal”);
- b. Wholesale CES Product Service level agreement, contained in WCS Product Proposal (“WCS SLA”).

The controlling document of the WCS Product Proposal is the latest version published on open eir’s website ([www.openeir.ie](http://www.openeir.ie)) in accordance with the Publication Requirements.

1.3 The following document(s) referenced in this Service Schedule sets out the procedures and standards for operation of WCS. For the avoidance of doubt, the WCS IPM, contained in the WCS Product Proposal is a non-contractual obligation. All references are to the latest version published on open eir’s website as agreed with the National Regulator with industry input in respect of developments and/or changes.

#### 2. Description of Service

2.1 The Service shall consist of a WCS as specified by the Operator in in the WCS Product Proposal; available bandwidths are as specified from time to time in the WSEA/WEIL Product Description.

#### 3. Conditions of Service

3.1 The provisioning and maintenance of WCS will be governed by the WCS IPM, contained in the WCS Product Proposal.

3.2 The WCS shall be provided to the Operator in accordance with the provisioning processes outlined in the WCS IPM, contained in the WCS Product Proposal.

3.3 The provision and service availability of WCS shall be subject to the WCS SLA, contained in the WCS Product Proposal.

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- 3.4 It is technically impracticable to provide a fault-free Service and open eir does not undertake to do so. The level of service availability is set out in the WCS SLA.
  - 3.5 The Operator agrees that from time to time it may be necessary for open eir to temporarily suspend the Service on the WCS Product Proposal during periods of repair, essential maintenance or alteration or improvement to open eir's Network.
  - 3.6 Where possible open eir will give the Operator at least five (5) Working Day(s) notice prior to such suspension of service on WCS or as soon as possible after such temporary suspension.
  - 3.7 Use of the WCS may be restricted by open eir in accordance with applicable law or regulation.
  - 3.8 The Operator shall report a fault in accordance with the procedures set out in the Wholesale Symmetrical Ethernet Access / Wholesale Ethernet Interconnect Link IPM.

#### **4. Wholesale CES Product (WCS) Charging**

- 4.1 open eir shall confirm the charges to apply to each order for the WCS.
- 4.2 open eir shall be entitled to invoice the Operator and the Operator shall be obligated to pay for WCS from the Actual Date of Delivery. Rental charges shall be payable monthly in advance.
- 4.3 In the event the Operator cancels an order for a WCS following order validation and prior to the Actual Date of Delivery, open eir shall be entitled to invoice the Operator for the connection charges as set out in the open eir Network Price List.
- 4.4 The Operator shall be liable for charges associated with the Minimum Period of Service as set out in paragraph 5 in the event that the Operator issues a termination request that would take effect prior to the expiry of the Minimum Period of Service.
- 4.5 In the event that a WCS at a specific site is either upgraded or downgraded, the charging for the original WCS shall cease from the date of conversion and the charging for the new WCS shall commence from that same date except as set out in paragraph 4.4.

#### **5. Term**

- 5.1 The minimum period of service for any WCS shall be twelve (12) months commencing on the Actual Date of Delivery (the "**Minimum Period of Service**").
- 5.2 In the event that the termination of a WCS is required, the Operator shall give to open eir in writing at least seven (7) calendar days. Where such a termination request takes effect prior to the expiry of the Minimum Period of Service, then the charges for the WCS Product shall be as specified in paragraph 4.4 above. Where notice is given which expires after the Minimum Period of Service, charging shall cease on the last day of the notice period.

## Version Control History

Version	Status	Update	Effective Date
Version A		Per ComReg email dated 28/05/09	
Version B		New Service Schedules added 009 -012	
Version C		16/08/2010	
Version D		30/5/2011 Annex C, Service Schedule 013, Section D added to include ENH WEIL	
Version E			
Version F		Per ComReg email dated 28/11/2011	
Version G			
Version H		Per ComReg email dated 9/8/2012	
Version I			
Version J		Inclusion of Service Schedule 17	
Version K		Annex C, Service Schedule 014, Change to Minimum Commitment for Upgrades/Downgrades	
Version L		Updates for Company Registration – Effective 1st July 2015	
Version M		Document review – cosmetic changes made with no material changes.	30/09/2016
Version N		Section E Data Centre Handover 100G Wholesale Interconnect Link (DCH WEIL)	22/05/2017
V1.0	Final	This document is based on Version N Implementation of Standardised Change Control.	21/06/2017
V1.1	Proposed	Inclusion of a Data Protection Clause section	01/05/19
V2.0	Final	Inclusion of a Data Protection Clause section	02/05/2019
V3.0	Final	Annex c Appendix 2 IBH Handover PPC Transport Link	01/07/2019