



eircom **wholesale**

Service Level Agreement for Wholesale Ethernet Interconnect Link (WEIL)

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TABLE OF CONTENTS

1. INTRODUCTION4

2. WHOLESALE ETHERNET INTERCONNECT LINK.....4

2.1 SALES PROCESS POINTS DEFINITIONS 4

2.2 CUSTOMER DELAY 6

2.3 EIRCOM SERVICE LEVEL SUMMARY FOR SALES PROCESS POINTS AND PROVISION PARAMETERS..... 7

2.4 CANCELLATION OF SERVICES 7

 2.4.1 *Cancellation Fees where Due Delivery Date is Missed* 7

 2.4.2 *Cancellation Fees at Order Forecast*..... 7

2.5 SERVICE PROVISIONING PENALTY MECHANISM..... 7

2.6 SERVICE PROVISION: PROCESS SERVICE CREDITS 8

2.7 PENALTY EXEMPTION 9

2.8 REPAIR PARAMETERS 9

2.9 SERVICE LEVEL SUMMARY FOR REPAIR PARAMETERS 9

 2.9.1 *Responding to Faults* 9

 2.9.2 *Measuring Service Availability* 10

 2.9.3 *Repair services: Event Based* 11

 2.9.4 *Service Credit Exemption*..... 12

2.10 REPORTING..... 13

APPENDIX 1: DEFINITIONS AND EXCLUSIONS FOR WHOLESALE ETHERNET INTERCONNECT LINK 14

APPENDIX 2 - GUIDELINES FOR PAYMENT OF SERVICE CREDITS..... 18

Table of Figures

FIGURE 1: SERVICE PROCESS STAGES..... 6

FIGURE 2: DELIVERY PROVISION PENALTY MECHANISM..... 8

List of Tables

TABLE 1: PROCESS POINTS AND PROVISION PARAMETERS 7

TABLE 2: DELIVERY PENALTY - "A" DAYS SUMMARY 8

TABLE 3: SERVICE PROVISIONING PROCESS SERVICE CREDITS FOR NON-COMPLIANCE 8



1. Introduction

This document sets out the service levels that eircom offer with regard to the provision and repair of Wholesale Ethernet Interconnect Link (WEIL). The WSEA SLA covers repair parameters and SLA penalties for customer circuits.

The services include the provision of Wholesale Ethernet Interconnect Link ordered pursuant to a Leased Line Agreement between eircom and an Operator ordering the services.

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

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

2. Wholesale Ethernet Interconnect Link

This section sets out the service levels that eircom offers with regard to the provision and repair of Wholesale Ethernet Interconnect Link. Wholesale Ethernet Interconnect Link will hereafter comprise the "Services".

Each application for the Services is considered on its own merits and effort is made to ensure that save in exceptional circumstances each application for the Services falls within the ambit of this SLA.

Examples of such exceptional circumstances are set out by way of example in Appendix 1 (Definitions and Exclusions). The individual Services are at all times provided subject to eircom's standard terms and conditions for Wholesale Ethernet Interconnect Link.

2.1 Sales Process Points Definitions

- Order Receipt (OR): the forwarding of a valid order to eircom on a standard order form. The SLA "clock" begins when the order form is received by eircom.
- Order Acknowledgement (OA): the acceptance of an order form by eircom and acknowledgement to the Operator that the order has been received, the order form is correctly filled in and is being processed.
- Order Validation (OV): confirmation, or otherwise, that an order is deliverable by eircom within the standards set down in the SLA. Standard order delivery time is in accordance with the delivery times listed in Table 1. Where appropriate this step shall include a site survey. At the end of the Order Validation Step four events are allowable:
 - The order is determined to be within the definition of a "standard" order and a delivery date is set in accordance with this SLA;
 - The order is determined to be a "non-standard" order under the allowable exceptional circumstances set out in Appendix 1;
 - The order is determined to be a "project" order when it is ordered as part of an agreed project;



- Should an Operator request a circuit to be delivered on a date after the calculated Delivery Due Date (Standard or non-standard or project) then this date shall become the due delivery date and shall be taken as the standard delivery date for the purposes of SLA compliance calculations.
- Order Forecast (OF): Notification to the Operator of a delivery date of an order that is validated as "non-standard". This delivery date shall be taken as the "standard" date for the purposes of SLA compliance calculations. If new duct/poling and/or fibre build work is required, then additional charges may apply.
- Delivery Confirmation (DC): prior to the delivery date eircom shall confirm in writing to the Operator as to whether the delivery date will be met. This will enable Operators to better manage their customers' expectations. In the event that the Delivery Confirmation advises that the Delivery will not be met eircom must advise the Operator of the Revised Forecast Date (RFD) within three (3) Working Days of the original due delivery date. Should the new delivery date be in excess of ten (10) Working Days of the previous Due Delivery Date then the cancellation process may be triggered, otherwise the confirmation process recommences.
- The Delivery Confirmation/Reconfirmation shall be considered a single process for Service Credit calculation purposes.
- Delivery of Service: the provision of the purchased service by eircom.
- Delivery Notification (DN): date of issuance of a completion notice by eircom to the Operator.
- Completion of order: An order is deemed to be completed on dispatch of Delivery Notification (DN) and working service by the Operator. The Operator has two (2) Working Days to accept the circuit as completed as specified. At Delivery Notification the service delivery "clock" is stopped. If the Operator cannot accept the circuit because it is faulty the "clock" starts again until such time as the circuit is accepted. If the Operator does not inform eircom of its acceptance or otherwise of the circuit, it will be deemed to be accepted by the Operator for the purpose of any SLA penalty calculation.
- Service Provision: the activation by eircom of the ordered service.
- Working Day: 09:00 – 17:00 Monday to Friday excluding public or bank holidays in Ireland.
- eircom Service Levels for Wholesale Ethernet Interconnect Link Delivered to Operator

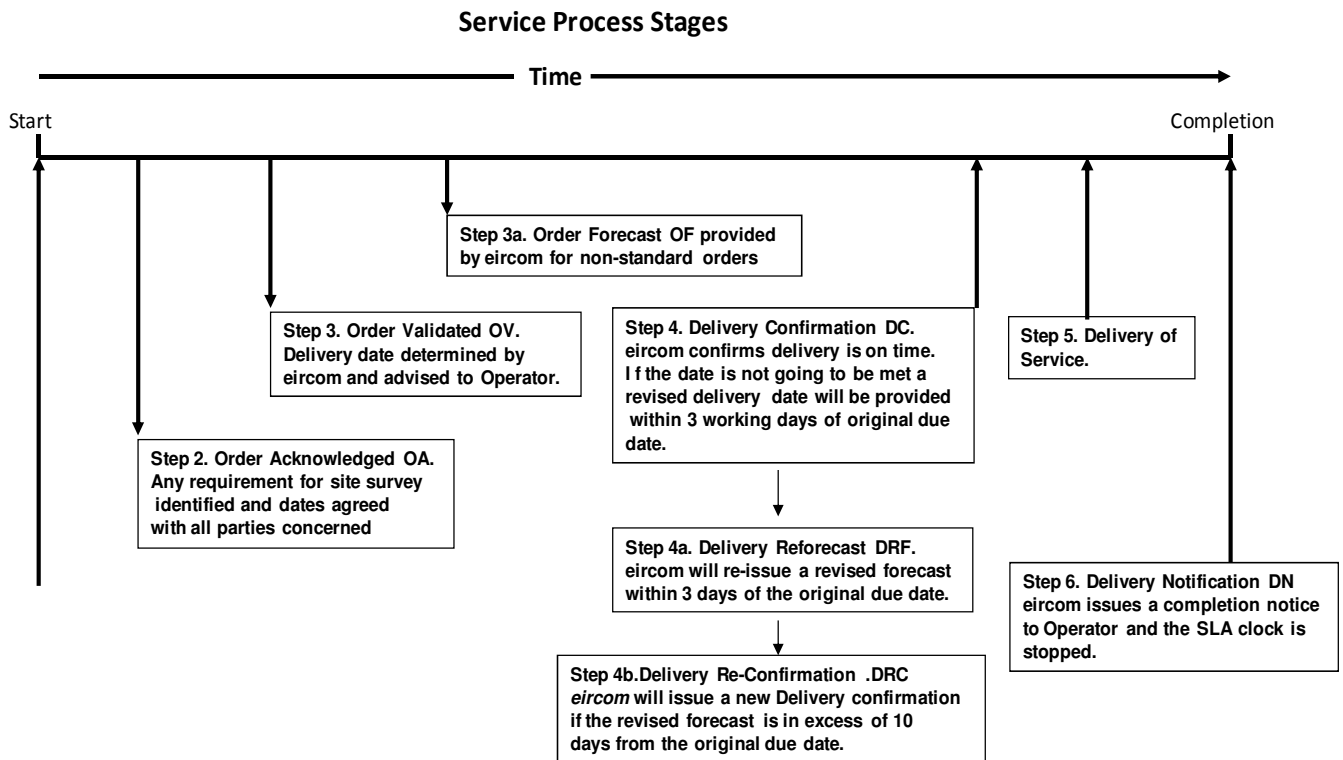


Figure 1: Service Process Stages

2.2 Customer Delay

In the event that the Operator delays installation of the Wholesale Ethernet Interconnect Link for reasons as detailed within Appendix 1, this will constitute Customer Delay, stopping the SLA “clock”.

Should the Customer Delay exceed 5 Working Days, the SLA “clock” shall be restarted at a mutually agreed date, to reflect the requirement for eircom to reschedule its work for this delivery.

A re-forecasted date will be provided as per the sales process points for a new order or earlier if possible.

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

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



2.3 eircom Service Level Summary for Sales Process Points and Provision Parameters

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

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

Table 1: Process Points and Provision Parameters

- T = order is received by eircom
- DDD = Due Delivery Date
- Numbers in table refer to Working Days

2.4 Cancellation of Services

2.4.1 Cancellation Fees where Due Delivery Date is Missed

If an order is not going to be fulfilled on or before the Due Delivery Date (DDD) provided at validation, then eircom must notify Operators at the Delivery Confirmation stage. eircom must then provide Operators with a Revised Forecast Date (RFD) either at the Confirmation Stage or within 3 Working Days from the original DDD.

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

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

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

2.4.2 Cancellation Fees at Order Forecast

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

2.5 Service Provisioning Penalty Mechanism

The Service Provision penalty mechanism for Wholesale EIL (See Graphic 2 below) is calculated as a linear payment of the connection fee for the period between the Due Delivery Date (DDD) and A. This period is referred to as the "A" days.

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

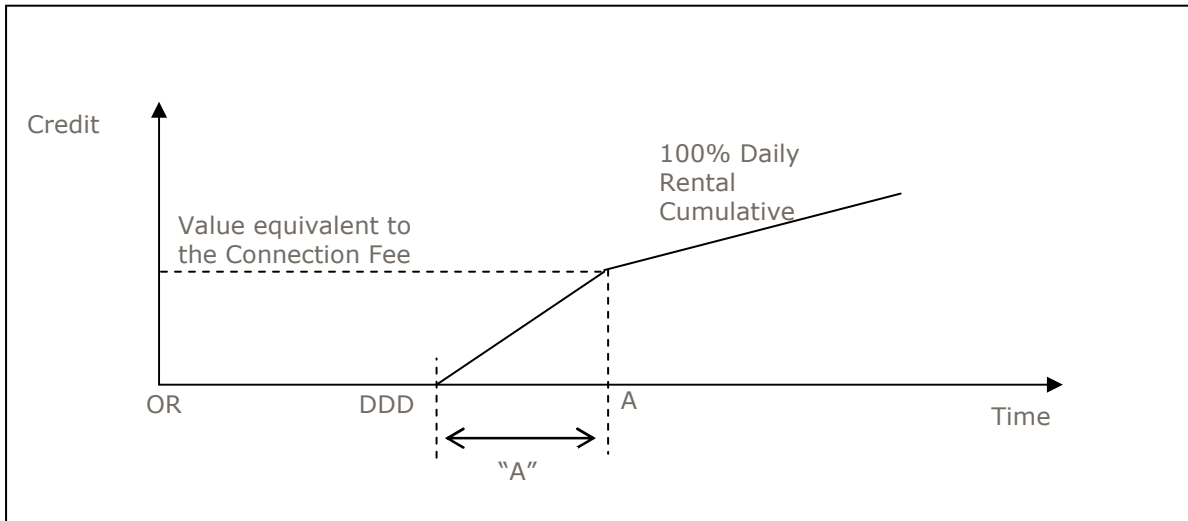


Figure 2: Delivery Provision Penalty Mechanism

Note: OR = Order Receipt DDD = Due Delivery Date

The value "A" is defined in the Table 2 below.

Service	Standard provisioning Time Scale	Days to be added to the due date to derive the "A"
WEIL	45 Working Days	22 Working Days

Table 2: Delivery Penalty - "A" Days Summary

2.6 Service Provision: Process Service Credits

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

SLA Delivery Process Attributes	Service	Individual Process Point Service Credit	Maximum Process Service Credit per order
Order Acknowledgement	WSEA or WEIL	€250	€750
Order Validation, Order Forecast, Delivery Confirmation			

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



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

2.7 Penalty Exemption

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

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

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

2.8 Repair Parameters

- Fault reporting hours 24/7.
- Fault Response Time T+1
- Event based repair target: 8 working hours
- Please refer to the Wholesale EIL IPM for repair processes.

2.9 Service Level Summary for Repair Parameters

SLA Attribute	
Maximum Response Time	T+1 working hours. T = time fault is logged by eircom following receipt of fault report from Operator.
Time to Repair	8 working hours

Table 4: Service Level Repair Parameters

2.9.1 Responding to Faults

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



been instigated and the results of preliminary eircom testing and fault localisation made available to the Operator.

The Maximum response time is T+ 1 working hours where T is the time that the fault has been logged by eircom.

2.9.2 Measuring Service Availability

The reporting frequency for service availability is quarterly and will apply to all WLL faults on a retrospective basis. The Measurement Period is the previous year (4 quarters), rolling service availability will be measured on a 7 X 24 hours basis using the formula

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

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

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

Out of service time relates only to the eircom network.

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

Measuring Faults for Event based SLA.

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

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

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

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

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



2.9.3 Repair services: Event Based

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

Parameter	Criteria	Service Credits
Repair Time	T + 8 Working Hour	2% of the Monthly circuit rental per working hour in breach (i.e. greater than 8 working hours), to a maximum of 50% of monthly rental per fault. A maximum of 2 months' circuit rental credit in any one 12 month period per circuit
Fault Reporting	9am-5pm Mon-Fri exc. Government holidays	
Hours of Coverage	9am-5pm Mon-Fri exc. Government holidays	

Table 5: Event Based



2.9.4 Service Credit Exemption

eircom performance will be assessed against delivery of all orders across the portfolio of products covered by this SLA with a due date in the quarter under review, subject to a minimum order volume of Forty (40) due date circuits during the period.

In the event that order volume for an individual Operator did not reach forty (40) in the quarter under review, any penalties due will be paid in the reporting period. However the order volume will be rolled over to the next quarter and should the Operator reach the assessment threshold in the second quarter then payments for the previous quarter to the Operator will be adjusted accordingly.

The SLA exemption applies in the event that eircom is successful in delivering 97.5% of orders to an individual Operator within the SLA performance metrics. SLA exemption also applies to each individual process point metric where eircom achieves 97.5% adherence to the SLA performance metrics for each individual Operator. The exemption applies separately to each reporting period.

**2.10 Reporting**

Activity Description	Performance Metric	Performance Target	Contractual payment for not meeting Performance Metric Target
Submission of monthly provisioning performance metrics to the Operator's	Time to provide performance metrics to the Operator's	1700 of the tenth Working Day after the end of the month.	Default Interest rate as per LLRO on all penalties due.
Submission of quarterly repair performance metrics to the Operator's including the service availability metric.	Time to provide performance metrics to the Operator's	1700 of the twenty Working Day after the end of the Quarter	Default Interest rate as per LLRO on all penalties due.
eircom will publish due date delivery performance figures on a monthly basis. The figures will include actual figures on the percentage split between standard, non-standard and project orders delivered	Time to provide	These reports to be available two weeks after the month end. The reports will be published on the eircom website. www.eircomwholesale.ie .	
eircom will publish on a monthly basis an aged analysis of pending orders along with statistics in relation to eircom's compliance with the SLA process points.		These reports to be available two weeks after the month end. The reports will be published on the eircom website. www.eircomwholesale.ie .	

Table 6: Statistical Reporting



Appendix 1: Definitions and Exclusions for Wholesale Ethernet Interconnect Link

1. General

Services will be provided within the standard delivery timescales for WEIL, subject to the following definitions and exclusions in addition to eircom's general terms and conditions for the WEIL.

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

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

- (a) Where the installation site and/or facilities are not available to eircom for survey and/or installation purposes at the date and time requested by eircom and no other acceptable date and time can be agreed.
- (b) Where the Operator specifies a date before which service will not be accepted or an exact date on which the service must be delivered.
- (c) Where it is mutually agreed between eircom and the Operator to construct infrastructure beyond the immediate requirements of the ordered service in order to facilitate future deliveries.
- (d) Force majeure.

2. Wholesale Ethernet Interconnect Link Exemptions

Services will be provided within the standard delivery timescales for the specified Wholesale Ethernet Interconnect Link, subject to the following definitions and exclusions in addition to eircom's general terms and conditions for the relevant service set out in the LLRO Annex C, Service Schedule 013.

Operator Responsibilities

2.1 General Operator Obligations

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

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

2.2 Orders

Where an order is acknowledged, any requests for material modifications, as set out in the Wholesale EIL IPM document, to the order details may only be effected by cancelling the original order and submitting a revised order. In this case eircom's standard terms relating to cancellation of orders will apply.



3. Definitions and Exclusions for Delivery Attributes.

3.1 Definitions

Wholesale Ethernet Interconnect Link Quarterly Rental means the quarterly charge payable by the Operator to eircom as appears on the initial bill for the Wholesale Ethernet Interconnect Link orders relating to the penalty calculation

Wholesale Ethernet Interconnect Link Monthly Rental means a sum equivalent to 1/3 the quarterly rental defined above.

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

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

3.2 Service Delivery Exclusions

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

- Following an eircom site survey, eircom is required to build new network components. If this exclusion applies it will be advised to an Operator at the point of Order Validation.
- An Operator's end user premises is more than 4km from the nearest eircom NGN node.
- Operator's end user premises is not accessible to the existing eircom fibre access network
- The Operator end user premises is not served by useable eircom owned duct and is more than 500m from an available eircom access fibre.
- In instances where eircom's ability to deliver is constrained by a force majeure event.
- Operator end user premises related circumstances preventing or constraining delivery of the order.
- New fibre required.
- Line upgrade/conditioning required.
- Where the order is treated as a project delivery.

4. Definitions & Exclusions for Repair Attributes

4.1 Definitions

Repair attributes:

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



5. Service Restoration Definition

Service shall be deemed to have been restored when the fault condition is resolved on the eircom network and service availability restored to the customer. eircom reserves the right to put in place 'Temporary Patching' to restore service (e.g. fibre/radio link re-route) while repairs to network fault are undertaken. Restoration may also mean that service is restored through diverse routing until the network fault is fully cleared.

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

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

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

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

5.2 Exclusions

The circuit will be deemed available to the customer and is therefore excluded for the purposes of calculating credits if the non-availability arises from or is otherwise caused or contributed to by the following circumstances:

- Where continuous access to the Operator end user premises is not available to eircom on request from the time the fault is reported.
- Where the fault is caused by third party activities such as cable damage; loss or variation of electrical power at the Operator site containing a Wholesale Ethernet Interconnect Link – Edge Node Handover (WEIL-ENH) circuit (see WEIL product description document).
- Where the fault is caused by severe weather conditions such as storms, flooding or lightning
- Where a fault occurrence is due to changes in Operator provided apparatus
- Where the fault is not in the eircom network
- Where the Operator or its agents are not available to eircom, at reasonable notice, for the purpose of conducting diagnostic tests between the eircom network and the eircom NTU
- Where a fault is reported and no fault is detected when the service is tested
- Any period of scheduled outages notified to the Operator in accordance with the planned works procedure
- A failure of the Operator end user to allow access to premises or equipment when requested
- A failure of the Operator to allow access to the premises containing a Wholesale Ethernet Interconnect Link – Edge Node Handover (WEIL-ENH) circuit (see WEIL product description document).
- The Operator failing to operate the service in accordance with eircom terms and conditions for the provision of the service



- A failure of the Operator to report the fault in accordance with the fault reporting procedures specified under "Fault Reporting"
- Faults relating to the use of non-type approved or CE certified equipment by the Operator.

6.0 Parked Time

Circumstances whereby a fault cannot be progressed on behalf of an Operator, and the fault is parked are outlined as follows:

- eircom cannot get co-operation from the Operator with testing the line
- When a fault ticket receives a Pending Clear status, it will be parked.
- Where an engineer is dispatched and cannot get access to the end user premises, or to the Operator site containing an associated Wholesale Ethernet Interconnect Link – Edge Node Handover (WEIL-ENH) circuit (see WEIL product description document).
- Where to proceed would result in a health and safety risk, avoidance of which could not have been realistically predicted by eircom.
- If it is requested by the Operator and/or end user
- Where a third party, other than eircom contracted entities, restricts eircom from working on resolution of the fault.
- Force Majeure



Appendix 2 - Guidelines for Payment of Service Credits

Penalty credits will be automatically credited to the account associated with the relevant Operator service order.

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

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

The Service Credit Manager
eircom Wholesale
1 Heuston South Quarter
Dublin 8

In the event of a query any supporting documentation must be supplied within ten working days of a request by eircom.

Any adjustment will be remitted by way of credit against the account associated with the claim.