

Service Level Agreement
for
Wholesale Symmetrical Ethernet Access
(WSEA)

Version Control

Issue	Status	Date	Prepared by	Summary of Change
1.0	Final	23 March 2010	eircom	
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Contents

1. Introduction	4
2. Wholesale Symmetrical Ethernet Access	5
2.1. Sales Process Points Definitions.....	5
2.2. Customer Delay	7
2.3. eircom Service Level Summary for Sales Process Points and Provision Parameters	8
2.4. Cancellation of Services	8
2.4.1. Cancellation Fees where due Delivery date is Missed	8
2.4.2. Cancellation Fees at Order Forecast.....	9
2.5. Repair Definitions	9
2.6. Service Level Summary for Repair Parameters.....	10
2.7. Responding to Faults	10
2.8. Measuring Service Availability	10
2.9. Service Provision: Process Service Credits	12
2.10. Service Provisioning Penalty Mechanism	12
2.11. Service Availability.....	13
2.12. Penalty Exemption.....	14
2.13. Reporting.....	15
Appendix 1: Definitions and Exclusions for WSEA	16
Appendix 2: Guidelines for Payment of Service Credits.....	22

1. Introduction

This document sets out the service levels, which eircom offer with regard to the provision and repair of Wholesale Symmetrical Ethernet Access (WSEA).

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

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

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

A review of the Wholesale Leased Line\Partial Private Circuit\NGN Ethernet SLA family is currently underway. Among other things this review will result in a move from an availability based penalty regime to an event based regime. On conclusion of this review this SLA will be amended accordingly.

2. Wholesale Symmetrical Ethernet Access

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

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

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 requests 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.

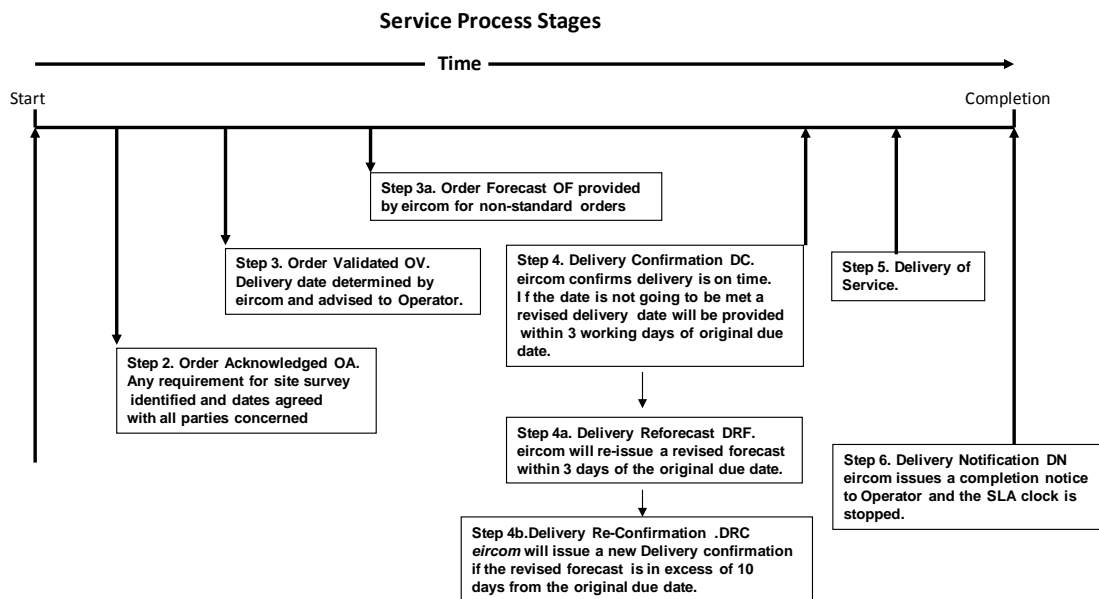
- Order Forecast (OF): Notification to the Operator of a delivery date of an order that is validated as “non-standard”. This delivery date shall be taken as the “standard” date for the purposes of SLA compliance calculations. If new duct/poling and/or fibre build work is required, then additional charges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

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

- 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.

Graphic 1: Service Process Stages

eircom Service Levels for Wholesale Symmetrical Ethernet Access Delivered to Operator



2.2. Customer Delay

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

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.

Table 1: Sales Process Points and Provision Parameters

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

Note:

- 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. Repair Definitions

- **Repair Time:** The duration between the time a fault is first reported to eircom in accordance with the fault reporting procedures and the time marked by eircom as a "*Confirmed Clear Permanent*", excluding Parked Time.

On completion of repair, a fault ticket is given a "*Pending Clear*" status and that ticket is parked i.e. the clock is stopped until the fault clear is either accepted by the Operator or 4 working hours from the pending clear Operator notification time has elapsed.

If the fault has either been accepted by the Operator or 4 working hours has elapsed from "*Pending Clear*" Operator notification, the fault ticket is un-parked and given a "*Confirmed Clear Permanent*" status together with an associated final clear code and the fault ticket is permanently closed.

If the Operator responds with a rejection of repair the ticket is un-parked, the clock is re-started and repair work recommences. On completion of repair, the "*Pending Clear*" status is applied again, Operator is notified and the fault is parked and the process above is repeated.

- **Fault:** A fault is the inability to transfer data across the WSEA at its nominal capacity for the particular circuit.
- **Service Availability:** Is the annualised in service time of a circuit expressed in percentage terms. It is measured by $[Total\ Number\ of\ Hours\ in\ the\ Year] - [Total\ Number\ of\ Hours\ Out\ of\ Service] / [Total\ Number\ of\ Hours\ in\ the\ Year]$.
- **Response Time:** is the time to complete the following actions:
 - a) The fault has been correctly logged and acknowledged.
 - b) Preliminary testing and fault localisation has occurred.
 - c) Fault clearance has been instigated.
 - d) Results of preliminary eircom testing and fault localisation provided to Operator.

- **Parked Time:** The times during which the SLA clock is stopped which include; -
 - a) time not covered by the relevant SLA
 - b) or during out of hours periods where resources being made available on a reasonable endeavours basis are unavailable
 - c) or circumstances as outlined in Appendix 1

2.6. Service Level Summary for Repair Parameters

Table 2: Service Level Repair Parameters

SLA Attribute	
Maximum Response Time	T+3 working hours. T = time fault is logged by eircom following receipt of fault report from Operator.
Annualised Service Availability	99.8%

2.7. 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+ 3 working hours where T is the time that the fault has been logged by eircom.

2.8. Measuring Service Availability

The reporting frequency for service availability is quarterly and will apply to all WSEA 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 hour basis using the formula:

8766 - (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.

Out of service time relates only to the eircom network.

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

It is the Clear Code associated with the "*Confirmed Clear Permanent*" that determines the inclusion or exclusion of the fault ticket when measuring availability.

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

Circumstances outside the control of eircom and /or delay resulting from Operator 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 Operator. This parked time will be removed from the out of service time used in calculating service availability.

A circuit can only be subject to one penalty in a Measurement Period i.e. a circuit subject for a penalty in one quarter will not be subject to a penalty again in the next quarter. Should a new fault occur in a new quarter the calculations will be done afresh on that fault.

For example:

In a given measurement period, if a circuit has three outages in that twelve (12) month period, the sum of these will constitute the "out of service time" for that period. If this brings it into penalty, these three outages will be tagged. Any of these tagged outages for that particular circuit falling into all subsequent measurement periods will be excluded from the "out of service time" calculation for that circuit which will automatically include any new outage for that circuit. On the other hand, if the sum of the three (3) outages does not incur a penalty, none of the outages are tagged and any outage falling into subsequent measurement periods will be included in penalty calculations.

2.9. 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.

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

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			

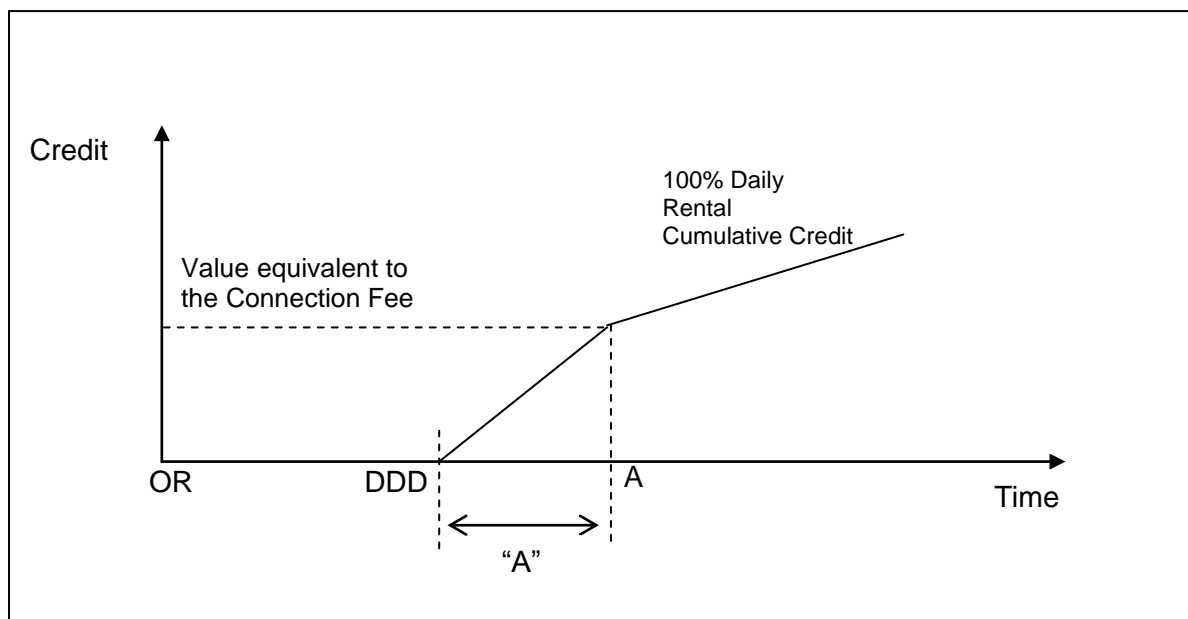
- Failure to meet Delivery Confirmation on one or subsequent occasions will be deemed to fail one Delivery Confirmation process point.

2.10. Service Provisioning Penalty Mechanism

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

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%.

Graphic 2: Delivery Provision Penalty Mechanism



Note: OR = Order Receipt DDD = Due Delivery Date

The value "A" is defined in the Table 3 below.

Table 4: Delivery Penalty - "A" Days Summary

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

2.11. Service Availability

Service Credits will apply (as set in the table below) when eircom fail to achieve the minimum level of service availability as set in the paragraph on repair parameters.

Table 5: Service Availability

Product	Service Credits Applicable
WSEA	50% of one month rental shall apply for each failure to achieve a minimum level of service availability in a particular quarter to a maximum of 2 months' rental in any 12 month period

2.12. 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 WSEA circuits during the period.

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

The SLA exemption applies in the event that 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.

2.13. Reporting

Table 6: Statistical 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	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 .	

Appendix 1: Definitions and Exclusions for WSEA

1. General

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

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

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

(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 Symmetrical Ethernet Access Exemptions

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

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 WSEA 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 Symmetrical Ethernet Access Quarterly Rental means the quarterly charge payable by the Operator to eircom as appears on the initial bill for the Wholesale Symmetrical Ethernet Access orders relating to the penalty calculation.

Wholesale Symmetrical Ethernet Access 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 and Exclusions for Repair Attributes

4.1 Definitions

Repair Attributes: The daily rental is equal to the applicable monthly or quarterly rental charge payable by the Operator to 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. eircom reserves the right to put in place temporary service restoration while repairs to a fault are undertaken.

The period of non-availability will commence at the time a fault is first reported to 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.

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 not to be in the eircom network shall apply.

5.1 Service Assurance Exclusions

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

- Where continuous access to the Operator end user premises is not available to 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. 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 penalty 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 Penalty 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.