



# LLU Backhaul Service Level Agreement



Version Control

Version	Status	Update	Effective Date
1.0		Rebranded	October 2015
V2.0	Final	This document is based on V1.0 Implementation of Standardised Change Control.	07/06/2017

This document follows change control procedure:

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

**Final** is defined as a document status when the approved document is uploaded to the relevant section of the open eir Website following the publication period.

**For information:**

- Historical Document History Table located at end of Document.
- Publish means the action of uploading a document to the website regardless of status or location.
- If there are changes to the document between ‘Proposed’ and ‘Final’, change control operates.



## Table of Contents

1	Introduction.....	6
2	LLU Backhaul.....	6
2.1	Sales Process Points Definitions.....	6
2.2	Customer Delay.....	8
2.3	open eir Service Level Summary for sales Process Points & Provision Parameters.....	9
2.4	Cancellation of Services.....	9
2.4.1	Cancellation Fees where due Delivery date is Missed.....	9
2.4.2	Cancellation Fees at Order Forecast.....	10
2.5	Service Provisioning: Penalty Mechanism for a “non-standard” delivery.....	10
2.6	Service Provision: Process Service Credits.....	11
2.7	Penalty Exemption.....	12
2.8	Repair Parameters.....	12
	Appendix 1: Definitions & exclusions for LLU Backhaul.....	13
3.1	General.....	13
3.2	LLU Backhaul Exemptions.....	13
3.2.1	General Operator Obligations.....	13
3.2.2	Other orders – cancel and cease.....	14
3.3	Definitions and Exclusions for Delivery Attributes.....	14
3.3.1	Definitions.....	14
3.3.2	Service Delivery Exclusions.....	14



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Appendix 2: Guidelines for Payment of Service Credits.....	15
Version Control History .....	16



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## Table of Figures

Figure 1: Service Process Stages .....	8
Figure 2: Non-Standard Delivery Provision Penalty Mechanism.....	10

## List of Tables

Table 1: Sales Process Points and Provision Parameters .....	9
Table 2: Delivery Penalty - "A" Days Summary .....	11
Table 3: Service Provisioning Process Service Credits for Non-Compliance .....	11

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## 1 Introduction

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This document sets out the service levels, which *open eir* proposes to offer with regard to the provision and maintenance of Local Loop Unbundling Backhaul (hereafter referred to as LLU Backhaul).

The services include the provision of LLU Backhaul circuits ordered pursuant to a Co-location Agreement between *open eir* and the Operator ordering the services.

Each order for LLU Backhaul is considered on its own merits and effort is made to ensure that, save where legitimate network constraints exist, each application falls within the ambit of this SLA. The service levels set out in this document will be determined following a process of industry wide consultation completed by the National Regulator.

The LLU Backhaul 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.

This document may be updated and republished as agreed with the National Regulator following discussions with industry

## 2 LLU Backhaul

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This section sets out the service levels which *open eir* proposes to offer with regard to the provision of LLU Backhaul. LLU Backhaul will hereafter comprise the services.

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

The provision of the Services ordered by Operators as part of an Initial Bulk Migration or a Bulk Migration is not covered within the terms of this SLA.

Service availability of LLU Backhaul Circuits is included in the service availability metric.

### 2.1 Sales Process Points Definitions

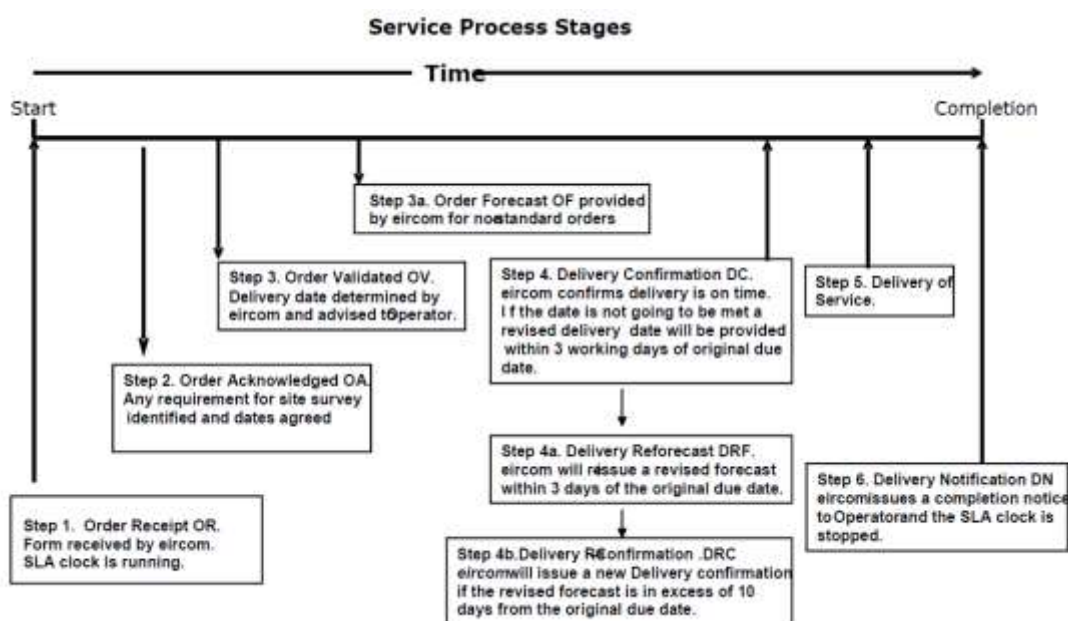
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- Order Receipt (OR): the forwarding of a valid order to *open eir* on a standard order form. The SLA "clock" begins when the order form is received by *open eir*.
- Order Acknowledgement (OA): the acceptance of an order form by *open eir* and acknowledgement to the Operator that the order has been received, the order form is correctly filled in and is being processed.
- Order Validation (OV): confirmation, or otherwise, that an order is deliverable by *open eir* within the standards set down in the SLA. Standard order delivery time is in accordance with the delivery times listed in Table 1. Where appropriate this step shall include a site survey. At the end of the Order Validation Step four 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 the (non-standard) delivery date. This delivery date shall be taken as the “standard” date for the purposes of SLA compliance calculations.
- Delivery Confirmation (DC): prior to the delivery date *open eir* shall confirm in writing to the Operator as to whether the delivery date will be met. This will enable Operators to better manage their customers’ expectations. In the event that the Delivery Confirmation advises that the Delivery will not be met *open eir* must advise the Operator of the revised Forecast Date (RFD) within 3 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 penalty calculation purposes.
- Delivery of Service: the provision of the purchased service by *open eir*.
- Delivery Notification (DN): date of issuance of a completion notice by *open eir* 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 four (4) working days to accept the circuit as completed as specified. At Delivery Notification the service delivery “clock” is stopped. If the Operator cannot accept the circuit because it is faulty the “clock” starts again until such time as the circuit is accepted. If the Operator does not inform *open eir* of its acceptance or otherwise of the circuit, it will be deemed to be accepted by the Operator for the purpose of any SLA penalty calculation.
- Service Provision: the activation by *open eir* of the ordered service.
- Working Day: 09:00 – 17:00 Monday to Friday excluding public or bank holidays in Ireland.

Figure 1: Service Process Stages

open eir Service Levels for LLU Backhaul Delivered to an Operator.



## 2.2 Customer Delay

In the event that the Operator delays installation of the LLU Backhaul 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 open eir 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 open eir Service Level Summary for sales Process Points & Provision Parameters

The applicable sales process points are outlined in the table below

**Table 1: Sales Process Points and Provision Parameters**

Product	OR	OA	OV	OF	DDD	DC	DN	RDF	DRC
LLU Backhaul	T	T+2	T+13	T+32	Forecast	DD-1	DDD	DD+3	RDF-1

### Note:

- T = order is received by *open eir*
- 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 open eir must notify operators at the Delivery Confirmation stage. Open eir 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 customer has the option of cancelling the order without incurring any cancellation fee.

The customer must cancel the order within 3 full working days of receipt of the Revised Forecast Date (RFD).

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

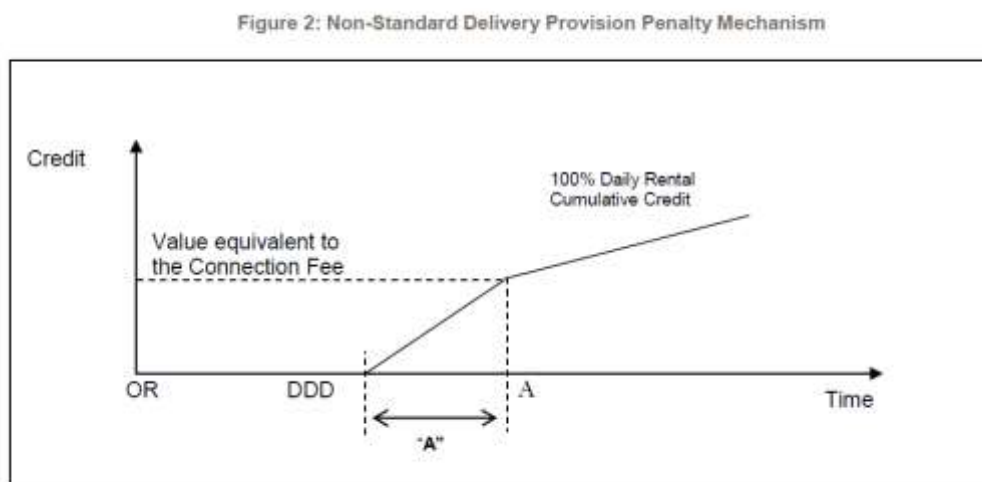
### 2.4.2 Cancellation Fees at Order Forecast

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

### 2.5 Service Provisioning: Penalty Mechanism for a “non-standard” delivery

The Service Provision penalty mechanism for LLU Backhaul (See Graphic 3 below) is calculated as a linear payment of the connection fee which take place for the period between the Due Delivery Date (DDD) and A. This period is referred to as the “A” days. 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. In summary the above can be summarised in the following graphic:

Figure 2: Non-Standard Delivery Provision Penalty Mechanism



**Note:**

OR = Order Receipt

DDD = Due Delivery Date



The value for “A” is defined in the table 2 below

**Table 2: Delivery Penalty - "A" Days Summary**

Service	Standard provisioning Time Scale	Days to be added to the due date to derive the “A”
LLU Backhaul	N/A	22 working days

### 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

**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	LLU Backhaul	€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. Failure to meet Delivery Confirmation on one or subsequent occasions will be deemed to fail one Delivery Confirmation process point.

## 2.7 Penalty Exemption

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open eir 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 five (5) due date LLU Backhaul circuits during the period.

In the event that order volume for an individual Operator did not reach five (5) in the quarter under review, any penalties due will not be paid in the reporting period. However the order volume will be rolled over to the next quarter. Should the Operator reach the assessment threshold in the second quarter then payments for the previous quarter to the Operator will be adjusted accordingly.

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

## 2.8 Repair Parameters

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- Fault reporting hours 24/7
- Fault response T+1
- Please refer to the open eir LLU Backhaul IPM for repair processes

## Appendix 1: Definitions & exclusions for LLU Backhaul

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### 3.1 General

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- Exclusions to the Service Level Agreement exist if the Operator fails to fulfil all the requirements placed on it and *open eir* provides notice of such requirements as stated in the LLRO, Technical Manual or IPM. For the avoidance of doubt this includes the provision of accommodation, access & 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. *open eir* will inform and obtain the prior agreement of the National Regulator in the event that it wishes to amend this list.
- Where the installation site and/or facilities are not available to *open eir* for survey and/or installation purposes at the date and time requested by *open eir* and no other acceptable date and time can be agreed.
- Where the customer specifies a date before which service will not be accepted or an exact date on which service must be delivered.
- Where it is mutually agreed between *open eir* and the Operator to construct infrastructure beyond the immediate requirements of the ordered service in order to facilitate future deliveries.
- Force majeure.

### 3.2 LLU Backhaul Exemptions

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Services will be provided within the standard delivery timescales for LLU Backhaul, subject to the following definitions and exclusions in addition to *open eir*'s general terms and conditions for the relevant service set out in the LLRO Annexe C, Service Schedule 015.

#### Operator Responsibility

##### 3.2.1 General Operator Obligations

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An Operator is responsible for connectivity between the POH and their own equipment, and for any end-to-end testing of their service.

An Operator must ensure that a suitable environment is provided, to ensure that adequate space, power, environmental conditions and general facilities are available to allow *open eir* to deliver a LLU Backhaul service. When required, an Operator must enable access to the handover location for *open eir* to install and support the service.

An Operator is responsible for any Operator services that use the LLU Backhaul product. An Operator must review and manage their bandwidth requirements, and request additional LLU Backhaul in a timely manner.

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### 3.2.2 Other orders – cancel and cease

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If an Operator wishes to cancel a LLU Backhaul order before it is delivered, this order must be placed prior to installation of the service commencing.

Where a Site Survey and fibre cabling is undertaken on request of an Operator for IBH, open eir will charge associated labour rates and costs incurred. These charges will apply as part of the site preparation and will apply should the LLU Backhaul order be cancelled.

The Operator may also request a cease order on an LLU Backhaul providing all associated end customer traffic has either been moved or ceased prior to this. Please refer to process manual for further detail on cancel and cease order process.

### 3.3 Definitions and Exclusions for Delivery Attributes.

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#### 3.3.1 Definitions

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**LLU Backhaul Quarterly Rental** means the quarterly charge payable by the Operator to open eir as appears on the initial bill for the LLU Backhaul orders relating to the penalty calculation

**LLU Backhaul 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.

#### 3.3.2 Service Delivery Exclusions

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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 open eir delivering the order. The impediments include the circumstances listed below.

- Following an open eir site survey, open eir is required to build new network components. If this exclusion applies it will be advised to an Operator at the point of Order Validation.
- An Operator's end user premise is more than 25km from the nearest open eir node.
- Operator's end user premises is not accessible to the existing open eir fibre access network
- The Operator end user premise is not served by useable open eir owned duct and is more than 500m from an available open eir access fibre.

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- In instances where open eir's ability to deliver is constrained by a force majeure event.
  - Operator end user premises related circumstances preventing or constraining delivery of the order.
  - New fibre required.
  - Line upgrade/conditioning required.
  - Where the order is treated as a project delivery.

Where a Site Survey and fibre cabling is undertaken on request of an Operator for IBH, open eir will charge associated labour rates and costs incurred. These charges will apply as part of the site preparation and will apply should the LLU Backhaul order be cancelled.

The Operator may also request a cease order on an LLU Backhaul providing all associated end customer traffic has either been moved or ceased prior to this. Please refer to process manual for further detail on cancel and cease order process.

## Appendix 2: Guidelines for Payment of Service Credits

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

open eir 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,

Open eir,

2022 Bianconi Avenue

City West Business Campus

Dublin 24 | D24 HX03

- In the event of a query any supporting documentation must be supplied within ten working days of a request by open eir.
- Any adjustment will be remitted by way of credit against the account associated with the claim.

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## Version Control History

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Version	Status	Update	Effective Date
1.0		Add	2 <sup>nd</sup> .Dec. 2011
1.0		Rebranded	October 2015
V2.0	Final	This document is based on V1.0 Implementation of Standardised Change Control.	07/06/2017