



open eir¹
Service Level Agreement
for
Single Billing through
Wholesale Line Rental

¹ 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
V6.0	Final	Changes to Service Assurance metrics	01/07/2017
V7.0	Final	An explanation of the definition of fault suffixes which are used to determine faults to be excluded and a link to full list of the revised fault categories that will be excluded (“fault exclusions”) for the purposes of calculation of service credits	01/10/2017
V7.1	Proposed	Update to reflect the introduction of the new, published separately, appointment based provisioning service level (SLA) agreement which is relevant for the LNB order type.	01/04/2018
V8	Final	Update to reflect the introduction of the new, published separately, appointment based provisioning service level (SLA) agreement which is relevant for the LNB order type.	01/04/2018
V8.1	Proposed	Updated as fault repair penalty payments will be made monthly instead of quarterly	01/07/2018
V9	Final	Updated as fault repair penalty payments will be made monthly instead of quarterly	01/07/2018

This document follows change control procedure:

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

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

For information:

- Historical Document History Table located at end of Document.



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- Publish means the action of uploading a document to the website regardless of status or location.
 - **If there are changes to the document between 'Proposed' and 'Final', change control operates.**



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1 Introduction

This document details the service levels to which open eir commits with regard to the provision and repair, of Single Billing through Wholesale Line Rental, hereafter referred to as SB-WLR. The service is at all times provided subject to the terms and conditions as set out in the Reference Interconnect Offer, Annex C, Service Schedule 401.

The service includes the provision and repair of SB-WLR ordered pursuant to an Agreement being in place between open eir and the Operator ordering the service.

The service described in this SLA is subject to the industry agreed Single Billing through Wholesale Line Rental Product Description (“SB-WLR Product Description”) and Single Billing through Wholesale Line Rental Inter Operator Process Manual (“SB-WLR IPM”). This latter document defines the detailed operational process associated with the provision of SB-WLR and is a representation of how the SLA parameters are supported in practice and must be read in conjunction with the SLA.

The definitions in Annex A of the Reference Interconnect Offer will apply unless explicitly stated.

The SLA relates to Unified Gateway orders (“Orders”) placed via FTP, GUI and Web-services technology.

Appointment availability and appointment based provisioning for Provide New Line with Optional Broadband Service (LNB order) is managed by the separately published SLA for appointment based provisioning.

Review

Reviews of this Service Level Agreement shall take place in accordance with the normal process for review of the Interconnect Agreement, which allows for annual reviews

Dispute Resolution

Disputes arising shall be subject to the dispute resolution process specified elsewhere in this Interconnection Agreement.

Metrics

open eir shall be responsible for monitoring and measuring performance metrics and shall report on the agreed metrics to the operator on a monthly basis for provision and repair. Provisioning and repair performance reports will be provided within 10 Working Days of the end of the month. An outline to guidelines for payment of penalty credits is provided in Appendix 2.

2 Definitions

Working Day: The time between 09:00 – 17:00 on any day other than Saturdays, Sundays, or Public Holidays as defined in the Second Schedule to the Organisation of Working Time Act, 1997. The UG opening hours are defined in the UG SLA.

Activation Fault: Single Billing activation faults are those faults that arise as a result of activation of SB-WLR by open eir that are accepted as faults by open eir. The scenarios covered under this fault are those experienced by the end-customer as a direct result of activation within 48 hours of service activation and would consist primarily of:

- i) an inability to make outgoing calls as wrong CPS category applied or
- ii) failure to provide working ancillary service as ordered and notified as provided in the completion notice.

Line Fault: A Single Billing line fault is defined as a fault reported by a customer of an Operator, where the fault results in disrupted or degraded service

Repair Time: The duration between the time a fault is received and accepted by open eir in accordance with the fault reporting procedures and the time the fault is closed by open eir with the SB-WLR Operator identified as the last Unconfirmed Clear, less parked time.

Unconfirmed Clear: On completion of a repair, a fault ticket receives an Unconfirmed Clear status and the ticket is parked. The clock is stopped until:

- It is accepted as cleared by the SB-WLR Operator and therefore becomes a "Confirmed Clear Permanent or

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- 16 Working Hours from the Unconfirmed Clear notification to the SB-WLR Operator has elapsed in which case the fault becomes a "Confirmed Clear Permanent" by default or
 - The clear is legitimately rejected by the SB-WLR Operator and the repair clock is restarted.

Valid Faults: All faults other than those excluded faults in accordance with Appendix 1, and open eir defined non-faults (clear codes 00-99), internal wiring faults and CPE faults, as described on http://www.openeir.ie/support/Fault_reporting under the file name Fault Clear Codes

Confirmed Clear Permanent: If a fault clear has either been accepted by the SB-WLR Operator or 16 Working Hours has elapsed from Unconfirmed Clear notification, the fault ticket is given a Confirmed Clear Permanent status. In addition, a final clear code is associated with the fault ticket and it is permanently closed.

However, if the SB-WLR Operator responds with a rejection of the repair, within 16 Working Hours, the ticket is un-parked, the clock is re-started and repair work recommences. On completion of the repair, the Unconfirmed Clear status is applied again, the SB-WLR Operator is notified and the process above is repeated.

Parked Time: The times during which the SLA clock is stopped which include:

- time not covered by the relevant SLA or
- during out of hours periods where resources being made available on a reasonable endeavors basis are unavailable or
- circumstances as outlined in Appendix 3.

3 SLA Schedule

The SLA schedule is set out in the following tables. Where limitations apply to any activity in this SLA, these are detailed after the table to which they apply. The party with the obligation in all instances is open eir.

All Performance Targets will apply at an Operator level per metric and penalties are not payable for metrics that are achieved. In the event of query or dispute, the relevant dispute process will be followed.

Table 1: Account\Line Status Enquiry

Activity ID	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting the performance metric target
1a	DR Order type	Advise of completion of the accepted order within 4 working hours of the request being recorded on the UG	92% in accordance with the performance metric	€1.59 per working hour per account up to the metric of 92%
1b		Advise of completion of the accepted order by 1700 on the first Working Day following the Working Day the request was recorded on the UG	98% in accordance with the performance metric	€ 12.70 per account affected per Working Day or part thereof of delay.
1c		Advise of completion of the accepted order by the tenth day following the Working Day the request was recorded on the UG	100% in accordance with the performance metric	€ 12.70 per account affected per Working Day or part thereof of delay.



Table 2: Orders for In-Situ/In-Service PSTN/BRA Lines

Activity ID	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting the performance metric target
2a*	LE Order Type	Advise of completion of the accepted order within 4 working hours of the request being recorded on the UG	92% in accordance with the performance metric	€1.59 per working hour per account up to the metric of 92%
2b*		Advise of completion of the accepted order by 1700 on the first Working Day following the Working Day the request was recorded on the UG	98% in accordance with the performance metric	€12.70 per account affected per Working Day or part thereof delay
2c*		Advise of completion of the accepted order by 1700 on the fifth Working Day following the Working Day the request was recorded on the UG	100% in accordance with the performance metric	€12.70 per account affected per Working Day or part thereof delay

* Note: LE's requiring an ARD key to be generated using the order option generate ARD ID will be excluded from this SLA.



	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting the performance metric target
4a	PW Order Type	Advice of completion of the accepted order by 1700 on the second Working Day following the Working Day the request was recorded on the UG	97%	€25.39 per account affected per Working Day or part thereof delay
4b		Advice of completion of the accepted order by 1700 on the fifteenth Working Day following the Working Day the request was recorded on the UG	100%	€25.39 per account affected per Working Day or part thereof delay
5a	LNI /MI Order Type	Advise of completion of the accepted order within 4 working hours of the request was recorded on the UG	90% of request in accordance with performance metric	€1.59 per working hour per account up to the metric of 90%
5b		Advise of completion of the accepted order by 1700 on the third Working Day following the Working Day the request was recorded on the UG	99% of request in accordance with performance metric	€12.70 per account affected per Working Day or part thereafter



5c		Advise of completion of the accepted order by 1700 on the tenth Working Day after the request was recorded on the UG	100% of request in accordance with performance metric	€12.70 per account affected per Working Day or part thereafter
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Activity ID	Order type	What is the performance	Metric	Service Credit
6a	CL Order Type	Advise of completion of the accepted order within 4 working hours of the request recorded on the UG	90% of request in accordance with performance metric	€1.59 per working hour per account up to the metric of 90%
6b		Advise of completion of the accepted order by 1700 on the second working Day after the request was recorded on the UG	97% of request in accordance with performance metric	€12.70 per account affected per Working Day or part thereafter
6c		Advise of completion of the accepted order by 1700 on the tenth working day after the request was recorded on the UG	100% of request in accordance with performance metric	€12.70 per account affected per Working Day or part thereafter

Table 3: Orders for New/Additional PSTN/BRA Lines

Activity ID	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting the performance metric target
7	LNN/MN - Acceptance or Rejection of New/Additional PSTN/BRA Line Order	Advice of acceptance or rejection of each order submitted by 1700 on the second Working Day following the Working Day the request was recorded on the UG	97% of request in accordance with performance metric	€12.70 per account affected per Working Day or part thereafter
8 (Note Two)	LNN/MN - Provision of new/additional PSTN/BRA line with Single Billing	Advice of completion of accepted order by 1700 on the tenth Working Day following the Working Day the request was recorded on the UG	80% of request in accordance with performance metric	€12.70 per account affected per Working Day or part thereafter
9	Order validation of a PRA order	As per separately published CS SLA		
10	Delivery of PRA line - Standard Delivery	As per separately published CS SLA		
11	Delivery of PRA line - Non Standard Delivery	As per separately published CS SLA		

Note Two: For new line installations, exclusions will include instances where customer delay occurs or where the order requires completion of network construction work. Orders completed up until midnight will be deemed to be completed within the Working Day.



Activity No.	Activity Description	Performance Metric	Service Credit for not meeting the performance metric target

Table 4: Service Features

Activity ID	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting the performance metric target
12a	CH Order Type	Advise of completion of the accepted order within 4 working hours of the request was recorded on the UG	90% of request in accordance with performance metric	€1.59 per working hour per account up to the metric of 90%
12b		Advise of completion of the accepted order by 1700 on the first working day following the Working day the request was recorded on the UG	98% of request in accordance with performance metric	€12.70 per account affected per Working Day or part thereafter
12c		Advise of completion of the accepted order within 10 working days of the request was recorded on the UG	100% of request in accordance with performance metric	€12.70 per account affected per Working Day or part thereafter



Activity ID	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting the performance metric target
13a	CN Order Type	Advise of completion of the accepted order by 1700 on the first Working Day following the Working Day the request was recorded on the UG	80% of request in accordance with performance metric	€12.70 per account affected per Working Day or part thereafter
13b		Advise of completion of the accepted order by 1700 on the second Working Day following the Working Day the request was recorded on the UG	95% of request in accordance with performance metric	€12.70 per account affected per Working Day or part thereafter
13c		Advise of completion of the accepted order by 1700 on the tenth Working Day following the Working Day the request was recorded on the UG	100% of request in accordance with performance metric	€12.70 per account affected per Working Day or part thereafter



Activity ID	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting the performance metric target
14a	CM Order Type	Advise of completion of the accepted order within 4 working hours of the request recorded on the UG	95% of request in accordance with performance metric	€1.59 per working hour per account up to the metric of 95%
14b		Advise of completion of the accepted order within by 1700 on the first working day following the Working Day the request was recorded on the UG	98% of request in accordance with performance metric	€12.70 per account affected per Working Day or part thereafter
14c		Advise of completion of the accepted order within by 1700 on the tenth working day following the working the request was recorded on the UG	100% of request in accordance with performance metric	€12.70 per account affected per Working Day or part thereafter



Table 5: Fault Resolution

Activity Number	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting Performance Metric Target
15	FA Order Type Activation Fault	Advise of completion of the accepted order by 17:00 on the first Working Day following the Working Day the request was recorded on the UG	98% of request in accordance with performance metric	€ 12.70 per account affected per Working Day or part thereof of delay.

Failed Provisioning

	Activity Description	Performance Target	Service Credit
Failed provisioning (Note 3)	Earliest appointment available	100% of orders receive first appointment within 5 working days	€30 per appointment greater than 5 working days
	open eir miss appointment	100% of appointments met	€10 per appointment missed
	Order completion	10 working days after 1 st appointment placed	€5 per working day thereafter to a maximum of €75 (this is not applicable where there is a second customer missed appointment)
		IF order is not completed 25 working days after the first appointment	€60 (this is not applicable where there is a second customer missed appointment)



Note 3:

- Subject to exclusions: instances of where customer delay occurs or where the order requires completion of network construction work.
- For the avoidance of doubt the high level of the appointment penalty on FP is particular to this order type only and is a consequence of simplifying the transition from the previous FA process of a daily penalty regime to a more practicable appointment based penalty regime.
- The FP SLA will be next reviewed not sooner than in the timeframe set out in the Appointment based provisioning Service Level Agreement.
- 6 months' after it coming into effect, which we will start in 3 months' after implementation.
- Please note in the case of an open eir missed appointment the FP order allows a forced appointment to be selected 3 days out from the date of placement of the reschedule order even if the system says there is no appointment available.

Activity Number	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting Performance Metric Target
16	Resolution of other access network faults for PRAs Single Billing Service	As per separately published CS SLA		

Activity Description	Performance Metric
LNB - Appointment availability and appointment based provisioning	As per separately published SLA for appointment based provisioning

Penalty Cap:

The service credits payable by eir in any 12 month period commencing on 1st July 2017 shall not exceed 1% of open eir's total revenues for the following products:

- a. Unbundled Local Metallic Path (ULMP);
- b. Combined GNP and ULMP (GLUMP)
- c. Single Billing – Wholesale Line Rental (SB-WLR)
- d. Line Sharing (LS)
- e. Standalone FTTC Bitstream Plus
- f. Standalone FTTC VUA
- g. Standalone Current Generation Bitstream (CGA SABB)

In calculating the Penalty Cap, the rental revenue for POTS based VUA or POTS based Bitstream Plus products will be used instead of the SB-WLR rental revenue for those lines in respect of which the POTS based VUA or POTS based Bitstream Plus rental revenue exceeds the SB-WLR revenue in any 12 month period commencing 1st July 2017.

Activity Number	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting Performance Metric Target
17a	Resolution of PSTN/BRA Line Fault	Repair Time: 2 Working Days	Target 84%	€18
17b	Resolution of PSTN/BRA Line Fault	Repair Time: 5 Working Days	Target 93%	€36
17c	Resolution of PSTN/BRA Line Fault	Repair Time: 10 Working Days	Target 100%	€36

Note: The Performance Targets and associated Penalties for activities 17a, 17b and 17c will not be amended or reviewed for a period of three years from the effective date of this version of the SB-WLR SLA) unless ComReg makes a decision to the contrary and that decision is following a consultation considering the wholesale market for such activities in the event that ComReg were

to publish a consultation proposing automatic or other compensation by all providers of fixed line electronic communications services for customers at the retail level in respect of 100% of faults

The SB-WLR Operator is responsible to undertake initial testing to prove the fault to the *open eir* local loop circuit, prior to submitting a Valid Fault report as described in Annex D – Fault Reporting Checklist as per the IPM.

In addition to the above metrics, *open eir* will, on an interim basis pending the development and introduction of an SLA with specific wholesale capability, make the enhanced SLA's that it provides to its retail customers available through SB-WLR. The specific enhanced SLA's provided are:

Assist SLA for ISDN PRA's and FRA's

Assist plus SLA for ISDN PRA's and FRA's

Premium Assist SLA for ISDN PRA's and FRA's

Where the Operator purchases such enhanced SLA for any particular line, that SLA will replace the application of this SLA for the relevant service elements.



Table 6: Billing Information

Activity ID	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting Performance Metric Target
18	Provision of Billing Data to Operator	Provision of the billing data. Billing data should be deposited in the Operators folder on the server and notification sent to the Operator no later than 17:00 of the third Working Day following the published scheduled Major Account Billing (MAB) date	100% of data provided in accordance with performance metric.	Default Interest rate as per Interconnection Agreement on financial amount of outstanding billing data

Table 7: Statistical Reporting

Activity ID	Activity Description	Performance Metric	Performance Target	Service Credit for not meeting Performance Metric Target
19	Submission of monthly provisioning and repair performance metrics to the Operator's	Provide performance metrics to the Operator's 10 days following the end of the month.	In accordance with metric.	Default Interest rate as per Interconnection Agreement on all penalties due.

Appendix 1

Exclusions

For the purposes of calculating penalty rebates, eir will exclude faults based on relevant clear codes and fault suffixes. These clear codes and fault suffix define the issue that resulted in the fault and the suffix provides additional information as to the cause of the fault. These are the basis of the rules defining if a fault will be deemed to be included or excluded.

The table below aligns existing exclusions for faults to either a suffix or a clear code or other indicator that would indicate the fault is being excluded from penalty.

	SB-WLR exclusions	Exclusion indicator
1	Where the fault is caused by, third party activities such as cable damage, or gunshot.	D3, DG, DF, D, DV, DZ
2	Where the fault is directly caused by severe weather conditions such as storms, flooding, fire or lightning	DW,DS, CL or L
3	Where a fault occurrence is due to changes in Customer provided apparatus (to be reviewed subject to a material increase in volumes)	clear code or CR, CP
4	Where the fault is related to customer premises equipment dialling 13xxx codes	clear code
5	Where a fault is reported without following the Fault Reporting Checklist, as per the IPM.	clear code
6	Where the fault is not in the open eir network i.e. SB-WLR Operator non-fault	clear code
7	Where a fault is reported and no fault is detected when the service is tested from end to end	clear code
8	A failure of the SB-WLR Operator to pass on all the fault details provided by the SB-WLR Operator's customer	clear code
9	A failure by the SB-WLR Operator or its customer to allow access to premises or equipment when requested. ²	clear code

² If a fault has been repaired by the engineer in the access network, and the purpose of entry to the customer's premises is simply to make a test call to confirm the repair and no access is available, this is not deemed a reason to remove the fault from SLA, and the fault should be reported 'repaired' and pending clear used for customer verification.



10	The SB-WLR Operator or its customer failing to operate the service in accordance with open eir terms and conditions for the provision of the service	clear code
11	A failure of the customer to report the fault in accordance with the fault reporting procedures	clear code
12	Local authority licence required prior to completion of network repair. Exclusion applies up to the completion of the infrastructure build but does not include restoration of the service.	Licence number returned on fault

The revised list of fault exclusions published on http://www.openeir.ie/support/Fault_reporting under the File Name Fault Clear Codes will apply for a period of at least three years from 1st of October 2017 until at least 1st July 2020.



Appendix 2

Guidelines for Payment of Service Credits

1. open eir shall provide SB-WLR Operators with service credit statements within 10 working days of the month with payment made in the next billing cycle. The applicable service credit to be paid is the difference between actual % achieved and the target %. The service credit statement should be reconciled by the SB-WLR Operator who may dispute the statement through this process.

2. In the event that the SB-WLR 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

open eir HQ,

2022 Bianconi Avenue
City West Business Campus
Dublin 24 | D24 HX03

3. In case of a query, any supporting documentation must be supplied within ten Working Days of a request by open eir.

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

Appendix 3

Parked Time

- Circumstances whereby a fault cannot be progressed on behalf of an SB-WLR Operator, and the fault is parked are outlined as follows:
- open eir cannot get co-operation from the SB-WLR Operator with testing the line V When a fault ticket receives an Unconfirmed Clear status, it will be parked.
- Where open eir cannot get access to the end user premises, where such access is required
- Where to proceed would result in a health and safety risk, avoidance of which could not have been realistically predicted by open eir.
- If it is requested by the SB-WLR Operator and/or end user
- Where a third party, other than open eir contracted entities, restricts open eir from working on resolution of the fault.
- Force Majeure

Appendix 4

Repair Service Credit Algorithm

TARGET	ACTUAL PERFORMANCE	SERVICE CREDIT
84% Repair in 2 Days	X% = Actual 2 Day Repair Performance	€18.00
93% Repair in 5 Days	Y% = Actual 5 Day Repair Performance	€36.00
100% Repair in 10 Days	Z% = Actual 10 Day Repair Performance	€36.00

Faults Repaired and applicable for SLA payment for the month are assembled to give "List 1".

List 1 = all tickets assessed under SLA for that period

List 2 = all tickets closed after Day 2

List 3 = all tickets closed after Day 5

List 4 = all tickets closed after Day 10

List 5 = List 2 minus List 3 – all tickets closed on days 3 thru 5

List 6 = List 3 minus List 4 – all tickets closed on days 6 thru 10

$C(x)$ = count of tickets in a given list

$A(x)$ = average ticket days in a given list

$\sum(x)$ = cumulative ticket days in a given list



Article 1) 84 % service credit Calculation

Where this SLA is not met, the SLA penalty penalises Days 3 to 5 of all tickets in breach. The 84% target mitigates the commercial impact of this article.

Number of Faults subject to Penalty

Number of Faults subject to penalty = $C(2) - C(1) * (1 - 0.84)$

Multiplier

Penalty Days (multiplier) = $(\sum[5] - 2 * C(5) + 3C(6) + 3C(4)) / C(2)$ - Average penalty days of all tickets in breach, where tickets closed on or after Day 6 are deemed to have breached this SLA by the maximum 3 days.

Service Credit = (Number of Faults subject to penalty) * (Multiplier) * Penalty

Article 2) 93 % Service Credit Calculation

Where this SLA is not met, the SLA penalty penalises Days 6 to 10 of all tickets in breach. The 93% target mitigates the commercial impact of this article.

Number of Faults subject to Penalty

Number of Faults subject to penalty = $C(3) - C(1) * (1 - 0.93)$

Multiplier

Penalty Days (multiplier) = $(\sum[6] - 5C(6) + 5 * C(4)) / C(3)$ - Average penalty days of all tickets in breach, where tickets closed on or after Day 11 are as having breached this SLA by the maximum 5 days.

Service credit = (Number of Faults subject to penalty) * (Multiplier) * Penalty



Article 3) 100 % Service Credit Calculation

Number of Faults subject to Penalty

Number of Faults subject to penalty C(4) (Count of all tickets closed on or after day 11)

Multiplier

$$= \left(\frac{\sum\{4\} - 10C(4)}{C(4)} \right)$$

Service Credit = (Number of Faults subject to penalty) * (Multiplier) * Penalty

Version Control History

Version	Status	Update	Effective Date
2.7			1 st March 2009
2.8			1 st Sep 2015
2.8		Rebranded	20 th Oct 2015
3.0		Changes to Provision Metrics	1 st December 2016
4.0		Inclusion of the LNB metrics	1 st May 2017
V5.0	Final	This document is based on V4.0 Implementation of Standardised Change Control.	12/06/2017
V6.0	Final	Changes to Service Assurance metrics	01/07/2017
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