



Appointment based provisioning Service Level Agreement

Version Control

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V0.1	Proposed	New SLA for appointment availability and appointment based provisioning	01/04/2018
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For information:

- Historical Document History Table located at end of Document.
- Publish means the action of uploading a document to the relevant section of the open eir website be it the Proposal section or appropriate product section .
- **If there are changes to the document between 'Proposed' and 'Final', change control operates.**



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Section One Introduction

This document details the service levels to which *open eir* commits with regard to appointment availability and appointment based provisioning for a set of defined orders across both the open eir current and next generation access portfolios: PPN (*Provide POTS based NGA*) PNN (*Provide NGA new*), PNW (*Provide NGA from WLR*), PNO (*Provide NGA from other*), PPW, (*Provide POTS based NGA and WLR from ULMP and NGA*), LNB (provide PSTN with optional broadband), PUN (provide ULMP new), PBF (provide Bitstream full install), PLF (provide line share full install) that have been accepted by open eir in the measuring period.

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

The service described in this SLA is subject to the Industry agreed Product Description and Industry Process Manual for the Next Generation Access, Bitstream, SB-WLR and LLU Products. These documents define the detailed operational process associated with the provision of the Products 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 the Agreement will apply unless explicitly stated otherwise.

1.1 Service Delivery Process Definitions

Definitions associated with service delivery SLA parameters and process points relevant to this SLA are, unless indicated otherwise, as defined in the Agreement, Industry Process Manuals and Product Descriptions.

Appointment Date:

Appointment Date is the due date of delivery as per the Industry Process Manual.

Completion:

An order is deemed to be completed once open eir successfully completes the order and when the **order status alters from “provisioning started” to “completed” as advised on the Unified Gateway**.. The SLA clock will stop following confirmation of the completion of an order to the operator as advised on the Unified Gateway.

Post-Completed

Post-completed is when on the Unified Gateway the order status is updated to completed which is when all tasks relating to the Order are finished and the billing commences against the account / telephone number.

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.

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 when resources cannot reasonably be made available or
- circumstances as outlined in Section 3 below:

1.2 SLA Metric Performance Reports

open eir shall be responsible for monitoring and measuring performance metrics and shall report on the agreed metrics to the operator on a quarterly basis. Performance reports will be provided within one month of the end of the quarter. An outline to guidelines for payment of penalty credits is provided in Appendix 2.

1.3 SLA Schedule

The SLA schedule is set out in Section 2 and Section 3 of this document. Where limitations apply to any activity in this SLA, these are detailed after the section to which they apply.

All Performance Targets will apply at an operator level per metric and penalties are not payable for metrics that are achieved. The SLA penalty regime is only valid for individual performance metrics **where a minimum of €100 penalty has been incurred for a particular SLA activity in any given month per operator.**

1.4 Review

This Service Level Agreement (SLA) is effective from 01-04-2018 and the terms of this SLA will be in place for a period of no less than 3 years from the implementation date. An interim review will commence no earlier than 24 months following the implementation date. The existing SLA will continue to remain in force pending the outcome of any interim review. The services are at all times provided subject to the terms and conditions as set out in the Reference Interconnect Offer (RIO), Access Reference Offer (ARO) and Wholesale Bitstream Access Reference Offer (WBARO).

1.5 Dispute Resolution

Disputes arising shall be subject to the dispute resolution process specified in Appendix 2 in this Agreement.

Section 2 – Stock of Appointments

The following metrics relate to the stock of appointments for provisioning orders.

From 1/5/2018

- 90% of **“appointed provisioning orders” (except FTTH) post-completed** in a measuring period will be offered appointments no more than 7 working days from being recorded on the UG
- **100% of “appointed provisioning orders” (except FTTH) post-completed** in a measuring period will be offered appointments no more than 8 working days from being recorded on the UG.
- **100% of “accepted appointed provisioning orders” for FTTH service post-completed** in a measuring period will be offered appointments no more than 9 working days from being recorded on the UG.

From the effective date until 1/5/2018

- 90% of **“appointed provisioning orders” (except FTTH) requesting “Earliest Appointment” (defined below) post-completed** in a measuring period from all operators will be offered appointments no more than 7 working days from being recorded on the UG.
- **100% of “appointed provisioning orders” (except FTTH) requesting “Earliest Appointment” (defined below) post-completed** in a measuring period from all operators will be offered appointments no more than 8 working days from being recorded on the UG..
- **100% of “accepted appointed provisioning orders” for FTTH requesting “Earliest Appointment” (defined below) post-completed** in a measuring period from all operators will be offered appointments no more than 9 working days from being recorded on the UG.

Note 1: An order can only be penalised once for failing to meet the Stock of Appointments metric.

Note 2 : Where an in-scope order has more than one in-scope appointment, each appointment will be measured and marked as having met or missed the Stock of Appointments metric.

If all of the in-scope appointments on that order meet the metric, then the order will be marked as having met the metric.

If one or more of the in-scope appointments missed the metric, then the order will be marked as having missed the metric, and the first appointment (determined by the date the appointment was

set up) to have missed the metric will be used for calculation of the penalty on that order for missing the stock of appointments metric.

Penalty:

For all in-scope orders, if the metric above is breached then a penalty rate of €6 per working day thereafter will apply for each operator's order required to bring the actual performance to the requisite SLA performance standard. .

SLA specific Terms & Conditions and exclusions:

- **“The Stock of Appointments metric, penalty and conditions (outlined below) are per operator cabinet, exchange and site based order types. Electronically enabled orders are excluded from measurement.**
- Orders submitted outside of normal working hours will be considered as submitted on the next working day from the day they were recorded on the UG.
- From 01/05/2018 the offered appointment utilised in the metric above will be the earliest appointment included in the acceptance notification as opposed to the appointment selected by the operator. This includes the case of specific dates utilised in the order, the earliest available appointment will be included in the acceptance notification and be utilised in the metric.
- Appointed Provisioning Orders are orders defined as: PPN (Provide POTS based NGA), PNN (Provide NGA new), PNW (Provide NGA from WLR), PNO (Provide NGA from other), PPW (Provide POTS based NGA and WLR from ULMP and NGA), LNB (provide PSTN with optional broadband), PUN (provide ULMP new), PBF (provide Bitstream full install), PLF (provide line share full install) that have been accepted by open air in the measuring period.
- Out of Scope Appointments: Where an order has more than 1 appointment, and the second and any subsequent appointments were rescheduled without a corresponding reschedule request (RR) transaction on the order, any of the rescheduled subsequent appointments that were rescheduled within 3 working days of the previous appointment will be deemed to be out of scope for the measurement of the Stock of Appointments metric on that order. E.g. for an appointment on Friday, the prior Monday at 5pm is the cut-off to assure **“Stock of Appointments” SLA cover for rescheduling an appointment.**
- In the event of a new order type for provisioning being introduced which utilises the NGA appointment functionality – then the existing terms outlined in this SLA shall apply
- Orders submitted for the 10 working days after the ready for order (RFO) date for a new fibre planning area will be excluded from the SLA
- In order to cater for statistical relevance – from 1/5/2018 Performance Targets will apply at an operator level per metric and penalties are not payable for metrics that are achieved. The SLA

penalty regime is not valid for individual performance metrics where penalties totalling less than **€100 have been incurred for a particular SLA activity in any given month per operator**

- In the case of the declaration of a national emergency by the National Emergency Coordination Group on Severe Weather which requires for health and safety reasons that all unnecessary travel should be avoided, a period of 5 working days parked time will be allowed for all appointments received on the date(s) of the emergency
- Penalty payments will be adjusted where operators forecasts are not within agreed tolerances as described in Appendix 1

Section 3 - Appointment based Delivery

The following metrics relate to the delivery of provisioning orders.

- **95% of “appointed provisioning orders” except FTTH and non-standard** completed in a measuring period will be post-completed no more than 11 working days plus parked time (defined below) from the order being recorded on the UG.
- **98% of “appointed provisioning orders” except FTTH and non-standard** completed in a measuring period will be post-completed no more than 20 working days plus parked time (defined below) from the order being recorded on the UG.
- **100% of “appointed provisioning orders” except FTTH and non-standard** completed in a measuring period will be post-completed no more than 41 working days plus parked time (defined below) from the order being recorded on the UG.

- **80% of “appointed provisioning orders” (defined below) for FTTH or non-standard** orders completed in a measuring period will be post-completed no more than 11 working days plus parked time (defined below) from the order being recorded on the UG.
- **85% of “appointed provisioning orders” (defined below) for FTTH or non-standard** orders completed in a measuring period will be post-completed no more than 21 working days plus parked time (defined below) from the order being recorded on the UG.
- **90% of “appointed provisioning orders” (defined below) for FTTH or non-standard** orders completed in a measuring period will be post-completed no more than 41 working days plus parked time (defined below) from the order being recorded on the UG.
- **95% of “appointed provisioning orders” (defined below) for FTTH or non-standard** orders completed in a measuring period will be post-completed no more than 66 working days plus parked time (defined below) from the order being recorded on the UG.
- **100% of “appointed provisioning orders” (defined below) for FTTH or non-standard** orders completed in a measuring period will be post-completed no more than 131 working days plus parked time (defined below) from the order being recorded on the UG.

Penalty:

For all in-scope orders, if the metric above is breached then a penalty of €15 for each working day in excess of the applicable SLA performance threshold percentage will apply for each metric.

Further Terms & Conditions:

- The Appointment based Delivery metric, penalty and conditions (outlined below) are per operator
- Orders submitted outside of normal working hours will be considered as submitted on the next working day from the day they were recorded on the UG.
- Parked time will be the accumulation of:
 - The number of working days between the earliest appointment offered by the UG and the actual appointment chosen by the operator
 - The numbers of working days between the set appointment and a new appointment changed by the operator. This addresses the scenario where open eir sends an RR request and refers the order for valid Customer or Non-Standard reasons
 - Local Arrangements will be treated as parked time up to a maximum of 5 working days, where a hoist is required. Otherwise, time taken for local arrangements are not treated as parked time.
 - The first 10 working days after the ready for order (RFO) date for a new fibre planning area will be treated as parked time
 - For orders requiring wayleave the time between the RI notification and the RR notification will be considered as parked time
- Appointed Provisioning Orders are orders defined as: PPN (Provide POTS based NGA), PNN (Provide NGA new), PNW (Provide NGA from WLR), PNO (Provide NGA from other), PPW (Provide POTS based NGA and WLR from ULMP and NGA), LNB (provide PSTN with optional broadband), PUN (provide ULMP new), PBF (provide Bitstream full install), PLF (provide line share full install).
- In the event of a new order type for provisioning being introduced which utilises the NGA appointment functionality – then the existing terms outlined in this SLA shall apply.
- In order to cater for statistical relevance –The SLA penalty regime is not valid where penalties **totalling less than €100 has been incurred across appointing and provisioning SLA activities in any given month per operator**
- In the case of the declaration of a national emergency by the National Emergency Coordination Group on Severe Weather which requires for health and safety reasons that all unnecessary travel should be avoided, a period of 5 working days parked time will be allowed for all appointments received on the date(s) of the emergency

- Penalty payments will be adjusted where operators forecasts are not within agreed tolerances as described in Appendix 1

Section 4 - Penalty Cap

A penalty cap will apply per operator. The penalty cap formula is Vol of Orders Failing SLA Target * €75 in a measuring period.

Appendix 1 : Forecasting Model :

Variables to consider in devising stock of appointment¹ and delivery metrics SLAs

There are 3 key variables to consider when assessing appropriate SLA for stock of appointments.

The quarterly Run Rate of accepted orders = RR

The Actual count of orders accepted in the Quarter = Act

The Forecasted orders (where provided) for the Quarter = FC

As the wholesale provider offering service to its customers and being in possession of the best data to inform forecasting generally (including information about how many new premises might be passed for a particular service over the Quarter e.g. FTTH), open eir will provide a minimum SLA on **stock of appointments (“Baseline SLA”)** to operators reflecting the previous 6 months run rate (RR) +5% in the absence of a forecast being provided by the operator. A Baseline SLA is important as operators that provide forecasts in good faith should not face a jeopardy greater than operators that fail to provide forecasts. If this were to occur the incentive to provide forecasts could be diminished and this is not in open eir or operators interests.

¹ Appointed Provisioning Orders are orders are defined as: PPN, PNN, PNW, PNO, PPW, LNB (provide PSTN with optional broadband), PUN (provide ULMP new), PBF (provide Bitstream full install), PLF (provide line share full install)

Where Forecasts are provided

In considering the 3 variables defined above (RR, Act & FC) outlined above there are 6 possible permutations/expressions (“Trends”) that can be observed in terms of the outcome at the end of the Quarter (Q). These are covered and explained in plain English in the table below:

	Variable outcomes			Explained in simple terms
	FC & Act	FC & RR	Act & RR	
Scenario 1	FC > Act	FC > RR	Act > RR	The FC and Act are greater than the Run Rate and FC is greater than Act. <i>The operator correctly predicted demand would increase but it increased by less than anticipated</i>
Scenario 2	FC < Act	FC > RR	Act > RR	The FC is less than Act and Act is greater than RR. <i>The operator correctly predicted demand would increase but it increased by more than anticipated</i>
Scenario 3	FC < Act	FC < RR	Act < RR	The FC and Act is less than RR and FC is less than Act. <i>The operator correctly predicted demand would decrease but decreased by less than anticipated</i>
Scenario 4	FC > Act	FC < RR	Act < RR	The FC and Act are less than the RR but FC is greater than Act. <i>The operator correctly predicted demand would decrease but it decreased by more than anticipated</i>
Scenario 5	FC > Act	FC > RR	Act < RR	The FC is greater than the RR but Act is less than RR. <i>The operator predicted demand would increase but it decreased</i>
Scenario 6	FC < Act	FC < RR	Act > RR	The FC is less than the RR and the Act but Act is greater than FC. <i>The operator predicted demand would decrease but it increased</i>

We can use these 6 Trends to set the foundation for the extent to which operators should be rewarded/penalised under a SLA regime. In the case of 2 of the Trends (1 & 2) the operator correctly predicted demand would increase but under/overestimated the extent, in 2 more Trends (4&3) the operator correctly predicted demand would decrease but over/underestimated the extent and the final 2 Trends (5&6) the operator incorrectly predicted the direction of demand. open eir’s ability to meet appointments in the Quarter (Q) is significantly linked to which scenario describes the operators forecasting performance.

For example, if we take Scenario 1, given that the operator forecasted that demand would increase and it increased by less than forecasted by the operator, then the operator might reasonably argue open eir should meet all demand for appointments for the period Q from that operator. In the case of Scenario 6, the operator predicted demand would decrease when in fact it increased and so open

eir might reasonably argue that it could not reasonably be expected to meet the unforeseen demand.

However, open eir may argue that in relation to Scenario 1, operators would always have an incentive to over forecast if we proceeding into Q+1 under the same terms while in the case of Scenario 6, the operator may argue that while it got the Trend wrong where the gap between its forecast and the actual number of orders placed is small enough it should not be penalised. Both arguments may have validity.

In adding a further dimension to assessing the operators forecasting performance, namely, Tolerance, we can account for and fairly reward/penalise operators in way that drives proper incentives for both the operators and open eir. If a degree of Tolerance +/- is examined against each of the 6 Trends identified above we have a total of 12 outcomes (2 subsets to each Trend) that can cover every conceivable forecasting performance by operators and devise an SLA outcome for each that rewards/penalises operators in both the quarter under examination (Q) and the next quarter (Q+1). Adding Tolerance to the Trend assessment allows us to deal with the anomalies described in relation to Scenarios 1 and 6 above in a way that can satisfy both parties' **potentially** valid concerns.

Where operators fail to forecast within +/-15% of actual orders observed at the end of the of Q, it is penalised in Q+1 by having their forecast replaced by the Baseline SLA in that following quarter (only). The operator forecast for Q+2 will be relevant only if the operator actual vs forecast for Q+1 falls within the standard 15% tolerances. This deals with concerns open eir may raise outlined above with respect to Scenario 1 as operators will not have an incentive to over forecast given the impact on them in Q+1. Given the severity of the penalty on the operator in this regard it is important that the degree of Tolerance is not too narrow so as to be overly harsh on operators providing forecasts in good faith or too wide so as to make it impossible for open eir to meet higher than anticipated demand.

The table below considers all 6 Scenarios with examples whereby the Tolerance assessment is inside and outside (=2*6 Scenarios = 12 Outcomes) the prescribed +/-15% threshold and the implications for Q and Q+1 in such circumstances.



Table 1

	Forecast (FC)	Actual (Act)	Run Rate (RR)	Trend	Tolerance : FC +/- 15%	Implications for SLA this Qtr (Q)	Penalty on OAO in Q+1?	Comment and rationale around incentives
Scenario 1	120	110	100	Yes	-8.3% Yes	All Orders Covered	No Penalty	Trend and Tolerance Observed - Perfect outcome for all parties
	200	110	100	Yes	-45.0% No	All Orders Covered	Yes - RR + 5%	Trend observed but Actuals lower than FC Tolerance. As FC > Actuals all Orders in Qtr should be covered. Penalty next Qtr on OAO to disincentives over forecasting.
Scenario 2	110	120	100	Yes	9.1% Yes	All Orders Covered	No Penalty	Trend and Tolerance Observed - Perfect outcome for all parties
	110	200	100	Yes	81.8% No	Orders up to FC + 15% only covered i.e. 127	Yes - RR + 5%	Trend observed but Actuals higher than FC so only FC + 15% should be covered by SLA. Forecasting too conservatively penalised for next quarter
Scenario 3	80	90	100	Yes	12.5% Yes	All Orders Covered	No Penalty	Trend and Tolerance Observed - Perfect outcome for all parties
	50	90	100	Yes	80.0% No	Orders up to FC + 15% only covered	Yes - RR + 5%	Trend observed but Actual higher than FC so only FC + 15% should be covered by SLA. Forecasting too conservatively penalised for next quarter.
Scenario 4	90	80	100	Yes	-11.1% Yes	All Orders Covered	No Penalty	Trend and Tolerance Observed - Perfect outcome for all parties
	90	50	100	Yes	-44.4% No	All Orders Covered	Yes - RR + 5%	Trend observed but Actuals lower than FC tolerance. As FC > Actuals all Orders in Qtr should be covered. Penalty next Qtr on OAO to disincentives over forecasting
Scenario 5	105	95	100	No	-9.5% Yes	All Orders Covered	No Penalty	Trend not observed but Tolerance within range. No penalty on OAO for meeting range
	140	80	100	No	-42.9% No	All Orders Covered	Yes - RR + 5%	Trend nor tolerance observed but given FC > Actuals all orders in Qtr should be met
Scenario 6	95	105	100	No	10.5% Yes	All Orders Covered	No Penalty	Trend not observed but Tolerance within range. No penalty on OAO for meeting range
	80	140	100	No	75.0% No	Orders for greater of FC + 15% or RR + 5% covered i.e. 105	Yes - RR + 5%	Trend nor tolerance observed so OAO entitled only to baseline RR + 5% SLA. Penalty for poor trend and tolerance forecasting

Summary derived from Table 1

	Variable outcomes			FC Tolerance	Impact for Current Q Penalty Calculation	Impact on operator Forecast for Q+1
	FC & Act	FC & RR	Act & RR			
Scenario 1	FC > Act	FC > RR	Act > RR	Inside Tolerance	No impact	None
1a				Outside Tolerance	No impact	Replaced by Runrate +/- 5% (Baseline SLA)
Scenario 2	FC < Act	FC > RR	Act > RR	Inside Tolerance	No Impact	None
2a				Outside Tolerance	3rd period penalty payment (if any) reduced by up to 100% (orders accepted minus orders forecast minus tolerance) divided by completed orders this month (see note one)	Replaced by Runrate +/- 5% (Baseline SLA)
Scenario 3	FC < Act	FC < RR	Act < RR	Inside Tolerance	No Impact	None
3a				Outside Tolerance	3 rd period penalty payment (if any)	Replaced by Runrate +/- 5%

					reduced by up to 100% (orders accepted minus orders forecast minus tolerance) divided by completed orders this month (see note one)	(Baseline SLA)
Scenario 4	FC > Act	FC < RR	Act < RR	Inside Tolerance	No Impact	None
4a				Outside Tolerance	No Impact	Replaced by Runrate +/- 5% (Baseline SLA)
Scenario 5	FC > Act	FC > RR	Act < RR	Inside Tolerance	No Impact	None
5a				Outside Tolerance	No Impact	Replaced by Runrate +/- 5% (Baseline SLA)
Scenario 6	FC < Act	FC < RR	Act > RR	Inside Tolerance	No Impact	None
6a				Outside Tolerance	3 rd period penalty payment (if any) reduced by up to 100% (orders accepted minus orders forecast minus tolerance) divided by completed orders this month (see note one)	Replaced by Runrate +/- 5% (Baseline SLA)

Note one: This defines how penalty payments are adjusted downwards when an operators actual exceeds the forecast orders beyond the allowed tolerance. The '3rd period' relates to the third month in the quarter. Using Q1 from the 'worked example' on the next page this calculation is as follows.

Q1 from the worked example on following page	
Orders accepted (Ref 6)	900
Less orders forecasted (Ref 1)	650
Less tolerance (Ref 7)	98
Total (Ref 8)	152
Total, 152, divided by orders in the 3 rd period, 350, (Ref 5). This result of this calculation is include in Ref 20.	43.4%

In summary, for example, if an operator was due €1000 from open eir in penalty payments for the 3rd period (month) they would receive €566.

Worked Example

operator has a typical run rate of 200 orders per month, being the average of the previous two quarters of 550 and 650 orders respectively. The quarterly forecasts for in-scope orders are submitted as the follows

	Q1	Q2	Q3	Q4
Forecasted Orders	650	650	700	700

Ref		Q1	Q2	Q3	Q4
1	Forecasted Orders	650	650	700	700
2	operator Run Rate	600	775	800	625
3	Accepted orders P1	250	250	150	200
4	Accepted orders P2	300	250	200	400
5	Accepted orders P3	350	200	200	200
6	Accepted Orders this Quarter	900	700	550	800
7	Allowable Forecast Tolerance	98	98	105	105
8	Under-forecast outside 15% Tolerance	152	0	0	0
9	Over-forecast Outside 15% Tolerance	0	0	45	0
10	Accepted orders as a % of operator Forecast	139%	108%	79%	114%
11	Was Customer Forecast within tolerance?	No	Yes	No	Yes
12	Allowable Baseline Tolerance	30	39	40	32
13	Order Volume excess over 5% Baseline Tolerance	270	0	0	144
14	Order Volume shortfall below 5% Baseline Tolerance	0	114	290	0
15	Accepted orders as a % of Baseline (Run Rate)	150%	90%	69%	128%
16	Was Baseline SLA within Tolerance	No	No	No	No
17	Under-forecast outside Tolerance as a % of P3 orders	43.4%	0.0%	0.0%	0.0%
18	Excess over Baseline Tolerance as a % of P3 orders	77%	0.0%	0.0%	72.0%
19	Applicable reference for adjustment this Quarter	Customer	Baseline	Customer	Baseline
20	Percentage reduction to apply to P3 penalty payment (if any)	43.4%	0.0%	0.0%	72.0%
21	Adjusted operator Run Rate	775	800	625	675
22	Applicable forecast next Quarter	Baseline	Customer	Baseline	Customer

Appendix 2 - Guidelines for Payment of Penalty Credits

- 1) *open eir* shall provide operators with penalty statements one month in arrears of measurement period with payment made in the next billing cycle.

- 2) 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

- 3) In case 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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