



SLA
for
Physical Co-Location

Version Control

Version	Status	Update	Effective Date
V3.0	Final	SLA additions and service credit worked examples added.	01/11/2020

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- Historical Document History Table located at end of Document.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.**



Force Majeure

Neither party to this agreement shall be liable for any failure to perform its obligations hereunder where such failure is due to acts beyond its reasonable control including but not limited to, act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of the government, state agency or ComReg, highway authority, fire, flood lightning, explosions, subsidence, weather of exceptional severity, impacting industrial dispute, acts or omissions of persons or bodies for whom the party affected thereby is not responsible or acts of local or central government, state agencies or ComReg or other competent authorities (Force Majeure).

Definition of Terms

- 1.1. All terms are as defined in the current Industry process manual, entitled Process Manual for Open eir Physical Collocation Service.
- 1.2. The Performance Targets listed in this SLA are in line with Annex 8, Section 15.2 (v) in ComReg decision D03/20.
- 1.3. The Performance Targets listed in this SLA are binding on Open eir only insofar as all applicable processes and procedures detailed in the current issue of the Process Manual have been complied with by the Operator.

Working Day

Working Day is defined as Monday to Friday 9.00am to 5.00pm excluding Public and Bank Holidays.

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SLA Schedule

The SLA schedule is set out in the following tables.

Activity Number	Activity Description	Performance Target	Auditable Start & End Points
1.	Provision of Generic Information & Operator ID	Provision of generic information and Operator I.D 4 working day Working Days upon receipt of signed and completed non-disclosure agreement	Time stamp in fax Franked date of postage
2.	Acknowledgement & Validation of Site Specific Information Request.	Acknowledgement and Validation or rejection of SSIR Form by 17.00 on the Working Day following the day in which the form was dispatched.	Dispatch time stamp on email Dispatch time stamp on email
3.	Provision of Site Specific Information Pack	Provision of Site Specific Information Pack 10 Working Days from when the SSIR form was dispatched	Dispatch time on email Franked date of postage
4.	Acknowledgement & Validation of ISR Form	Acknowledgement and Validation or rejection of ISR Form by 17.00 on the Working Day following the day in which the form was dispatched.	Dispatch time stamp on email Dispatch time stamp on email
5.	Provision of Initial Survey Report	Provision of Initial Survey Report 10 Working Days from dispatch of ISR form.	Dispatch time stamp on email Dispatch time stamp on email
6.	Acknowledgement & Validation of Full Survey Request Form (SFR)	Acknowledgement and Validation or rejection of SFR Form by 17.00 on the Working Day following the day in which the form was dispatched.	Dispatch time stamp on email Dispatch time stamp on email
7.	Provision of Full Survey Report	Provision of Full Survey Report 10 Working Days from the day the SFR form was dispatched.	Dispatch time stamp on email Dispatch time stamp on email
8.	Acknowledgement & Validation of Site Offer Request Form (SOR)	Acknowledgement and Validation or rejection of SOR Form by 17.00 on the Working Day following the day in which the SOR form was dispatched.	Dispatch time stamp on email Dispatch time stamp on email

Activity Number	Activity Description	Performance Target	Auditable Start & End Points
9.	Production of Site Offer .	Provision of Site Offer 10 Working Days	Dispatch time stamp on email Dispatch time stamp on email
10.	Acknowledgement & Validation of Full Survey & Site Offer .	Acknowledgement and Validation or rejection of CFSCSOR Form by 17.00 on the Working Day following the day in which the form was dispatched.	Dispatch time stamp on email Dispatch time stamp on email
11.	Production of Combined Full Survey & Site Offer Request .	Provision of Combined Full Survey & Site Offer Request 20 Working Days from when the CFSSOR form was dispatched.	Dispatch time stamp on email Dispatch time stamp on email
12.	Provisioning	By scheduled completion date.	

Table 1 : Open eir Service Provisioning

All terms are subject to compliance with all elements of the agreed industry process as outlined in the Co-Location Process Manual.

Activity Number	Activity Description	Performance Target	Auditable Start & End Points
13.	Acknowledgement of Planned Access request - NA Form	Acknowledgement and Validation or rejection of NA by 17.00 on the Working Day following the day in which the form was dispatched.	Dispatch time stamp on email Dispatch time stamp on email
14.	Provision of access	Appointment to be provided following a minimum notice period of 10 Working Days from receipt of the Planned Access request.	Time of access stated on NA Form N/A

Table 2 : Planned Access – Open eir



Activity Number	Activity Description	Performance Target	Auditable Start & End Points
15.	Provision of Unplanned access within Standard Hours.	Appointment to be provided within 3 hours	Time of access stated on NA Form Completed NA Form
16.	Provision of Unplanned access outside Standard Hours.	Appointment to be provided within 4 hours	Time of access stated on NA Form Completed NA Form

Table 3 : Unplanned Access - Open eir

All terms are subject to compliance with all elements of the agreed industry process as outlined in the Co-Location Process Manual.

Activity Number	Activity Description	Performance Target	Auditable Start & End Points
17.	Acceptance or rejection of Operator fault report	Response to be provided within 1 hours of fault receipt*	
18.	Target Repair Time	Repair to be completed within 6 working hours.	Logging of fault on FHS. Fault Cleared on FHS.

Table 4 : Service Effecting Fault Management

* Response Defined as "acceptance, initial diagnostics and dispatch if necessary".

Activity Number	Activity Description	Performance Target	Auditable Start & End Points
19.	Acceptance or rejection of Operator fault report	Response to be provided within 1 Working Day of fault receipt*	
20.	Target Repair Time	Repair to be completed within 3 Working Days.	Logging of fault on FHS. Fault Cleared on FHS.

Table 5 : Non Service Effecting Fault Management

* Response Defined as "acceptance, initial diagnostics and dispatch if necessary".

Activity Number	Activity Description	Time Escalation	Auditable Start & End Points
21	Response to 1st level escalation	After Target fault repair time has been missed.	After 6 hours
23.	Response to 2nd level escalation	8 hours after initial fault has been reported.	After 8 hours
24.	Response to 3rd level escalation	10 hours after initial fault has been reported.	After 10 hours

Table 6 : Service Effecting Fault Escalation Procedures

Activity Number	Activity Description	Time Escalation	Auditable Start & End Points
24	Response to 1st level escalation	After Target fault repair time has been missed.	After 3 Working Days
25	Response to 2nd level escalation	4 Working Days after initial fault has been reported.	After 4 Working Days
26.	Response to 3rd level escalation	5 Working Days after initial fault has been reported.	After 5 Working Days

Table 7 : Non- Service Effecting Fault Escalation Procedures

Process	When triggered	Service credit calculation	Cap
Provision of CFSSOR	Provision is later than the target	5% of the CFSSOR charge for each day late	25% of the CFSSOR charge
Provisioning	Delivery is later than Scheduled Completion Date	Daily rental fee for the ordered collocation space	None

Table 8 : Service credit

Service credits payable for non-compliance with the service provisioning target will only apply to orders placed from the 18th August 2001.

Appendix 1 – Service Credit Algorithm

Service credits for Physical Co-Location ('CoLo') Provisioning orders are based upon a daily rate for the applicable CoLo rental at the exchange – to a maximum of the yearly rental

- if late Delivery then a daily service credit will apply (eg 1 Working Day service credit = monthly rental/calendar days) until the order is delivered (subject to exclusions in Appendix 2).

Worked example:

Physical Co-Location space, annual rental €3,600
Delivered 10 working days after the Scheduled Completion Date
 $€3,600/12 = 300/30 = €10$ daily rate
Service credit payment = €100

Service credits for Physical Co-Location ('CoLo') CFSSOR requests are based upon 5% of the applicable CFSSOR charge for each working day late – to a maximum of 25% of the charge

- if late provision of the CFSSOR then a daily service credit will apply until the CFSSOR is provided (subject to exclusions in Appendix 2).

Worked example:

Physical Co-Location CFSSOR charge €1,179
Delivered 3 working days after the target date
 $€1,179 * 5\% = €58.95$ daily rate
Service credit payment = €176.85

Appendix 2 - Service Credit Exclusions

The SLA suspensions are as set out below. This sets out the instances where an order may be excluded for SLA service calculation. There is no process or time where open eir would suspend in its entirety bar for the exceptional circumstances of Force Majeure as set out in the agreement.

The payment of service credits for Provisioning performance is subject to the following conditions

General Exclusions

The service levels set out in this SLA will not apply where the failure of the Physical Co-Location product to meet the performance targets results from:

- Failure by the Operator to adhere to any of the detailed provisions of the Product Descriptions, Industry Process Manual, Agreement, or SLA obligations.
- A breach of any part of the Agreement by the Operator.
- The suspension of the Service under the provisions of the Agreement.



Appendix 3 - Guidelines for Payment of Service Credits

open eir shall provide Operators with service credit statements when they occur shall be applied automatically one month in arrears of the measurement period with payment made in the next billing cycle.

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

The Service Credits Manager,
open eir,
2022 Bianconi Avenue,
Citywest Business Campus,
Dublin 24 D24 HX03

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.

Version Control History

Version	Status	Update	Effective Date
1.1		Final	27 th July 2011
1.1		Final	30 th September 2015
V2.0	Final	This document is based on V1.1 Implementation of Standardised Change Control.	16/06/2017
V3.0	Final	SLA additions and service credit worked examples added.	01/11/2020