



eircom

Service Level Agreement

for the

*Service Delivery and Service Assurance
of eircom ADSL Bitstream Service*

Document Control

Document name	<i>eircom</i> Service Level Agreement for the Service Delivery and Service Assurance of <i>eircom</i> ADSL Bitstream Service.
Document Owner	<i>eircom</i>
Document Type	Microsoft Word
Last Updated	20th October 2004
Version	1 (external)
Status	External

This Service Level Agreement (SLA) is effective from 1st November 2004 and shall remain in effect until amended by *eircom*.

- 1 This document details the service levels to which *eircom* commits with regard to the service delivery and service assurance of *eircom*'s ADSL Bitstream Service. The services are at all times provided subject to the terms and conditions as set out in the Standard Agreement for the Provision of the ADSL Bitstream Service ('Agreement').
- 2 The service levels offered are applicable to the service delivery and service assurance of Bitstream Ports as defined in the ADSL Bitstream Service Product Description ('Product Description') and ordered pursuant to the Agreement being in place between *eircom* and the Access Seeker ordering the services.
- 3 The services described in the SLA are subject to the ADSL Bitstream Service Industry Process Manual (IPM) ('Industry Process Manual'), which defines the detailed operational processes associated with the provision and fault management of Bitstream Ports.
- 4 The definitions in Section 1 of the Agreement will apply unless explicitly stated otherwise.
- 5 The service provisioning and service assurance service levels set out in the SLA are applicable to the Bitstream Ports available at *eircom* Bitstream enabled exchanges.
- 6 Faults covered by this SLA are defined as only those faults associated with or occurring from the Bitstream Ports to the Bitstream Service handover points in the *eircom* ADSL Regional POP's unless excluded as defined in Appendix 1.

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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 Manual and Bitstream Product Description.

Validation:

The date from which all lines of the order have been successfully validated against *eircom* customer database systems. The order status is altered from “validating order” to “provisioning started” on the DSL Gateway on the validation date. The SLA clock will start following confirmation of the validation of a Bitstream Order as notified on the Gateway.

Appointment Date:

Appointment Date is the due date of delivery for a Bitstream Port as per the Industry Process Manual.

Completion :

A Bitstream order is deemed to be completed once *eircom* successfully completes the order and when the order status alters from “provisioning started” to “completed” as advised on the Gateway. The SLA clock will stop following confirmation of the completion of an order to the Access Seeker as advised on the Gateway.

Bitstream Port:

Bitstream Port is the capability to provide a Bitstream Product to an in-service PSTN line connected to the *eircom* network.

Product

A Product means singularly, each variant of the Bitstream Service set out in the Product Description, as may be updated and re-published from time to time.

2. Service Level Summary for Service Delivery

eircom commits to deliver 100% of Bitstream Port provide orders by their agreed Appointment Date following successful validation subject to the provisions set out in this SLA.

3. Service Delivery – Non compliance

For every Working Day of delay in the provision of service against the Appointment Date, *eircom* shall be liable to pay on a sliding scale a penalty for non-compliance for the provision of Bitstream Ports.

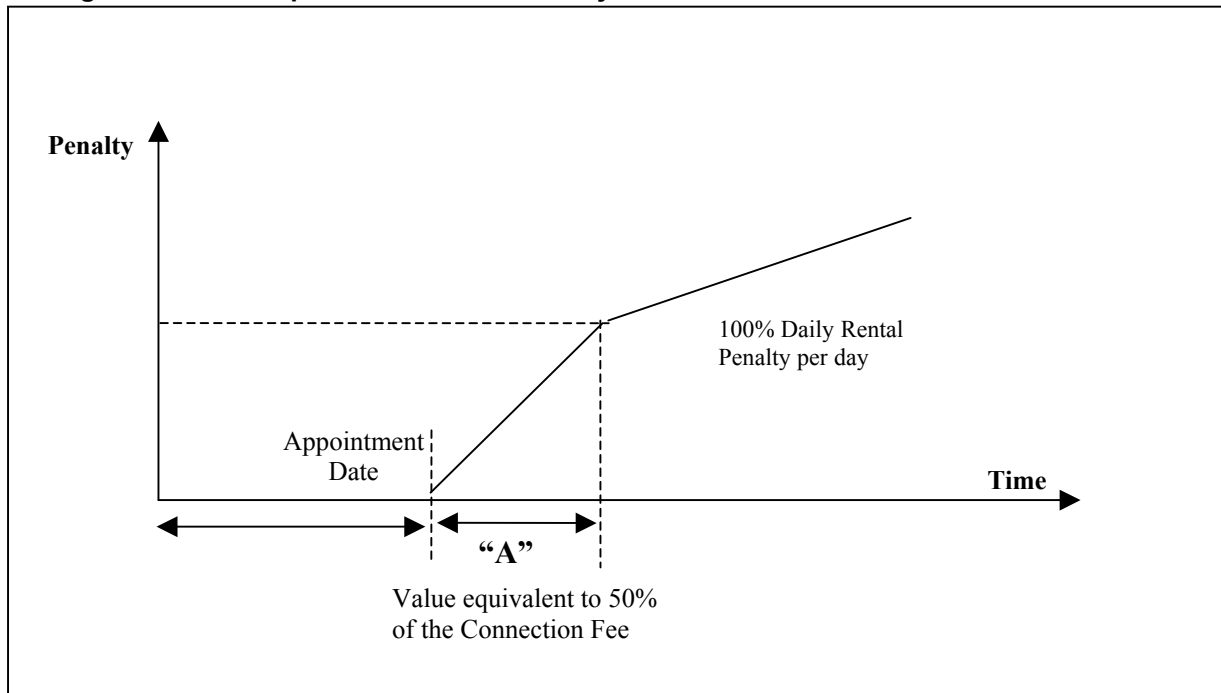
As a penalty, 50% of connection fee will be repaid on a linear basis over 'A Days'. After the period of 'A days' has elapsed, a penalty equivalent to x% of the payable rental per day is charged (where x is 100%), for non-delivery of service.

Table 1: Delivery Penalty - "A" Days Summary

Description	Standard Service Delivery	Days to be added to the Appointment Date to derive "A"
Bitstream Port Provide Orders	100% by Appointment Date following successful order Validation notification unless subject to conditions as defined in Appendix 1	5 Working Days

eircom will be exempt from penalty payment if non delivery is subject to the conditions indicated in Appendix 1.

Figure 1: Non compliance - Service Delivery



An outline to guidelines for payment of penalty credits is provided in Appendix 2.

4. Service Assurance Process Definitions

Definitions associated with service assurance SLA parameters and process points relevant to this SLA are, unless indicated otherwise, as defined in the Agreement, Industry Process Manual and Bitstream Product Description.

Working Hours:

Working hours for fault acceptance purposes is defined as a day other than a Saturday, Sunday, or Public Holiday between the hours of 9:00am and 5:30pm.

Repair Time:

Repair Time is the duration between the time a fault is accepted by *eircom* in accordance with the fault reporting procedures and the time marked by *eircom* as a "Clear-Permanent".

On completion of repair, a fault ticket is given a "Clear-Temporary" status and that ticket is parked, i.e. the clock is stopped until the fault clear is either accepted by the customer or three working hours from the "Clear-Temporary" customer notification time has elapsed.

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

If the customer 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 "Clear-Temporary" status is applied again, customer is notified, the fault is parked and the process above is repeated.

Fault:

The Bitstream Service requires that the customer have a working PSTN line connected to the *eircom* network before their Bitstream service can be provided. A Bitstream fault, therefore, is a problem which prohibits a subscriber's Bitstream service, while the customer still has the ability to make or receive calls to or from *eircom*'s switched network.

Service Availability:

The annualised "in service" time of a circuit expressed in percentage terms. It is measured by:
$$\frac{[\text{Total Number of Hours in the Year}] - [\text{Total Number of Hours Out of Service}]}{[\text{Total Number of Hours in the Year}]}$$

Out of Service:

Out of Service is the difference between the "Clear-Permanent" timestamp and fault report timestamp less non-business hours and parked time.

Measuring Service Availability

The reporting frequency for service availability is quarterly and will apply to all Bitstream Port faults on a retrospective basis from date of service delivery. The Measurement Period is the previous year (4 quarters), rolling.

Service availability will be measured on a 7 x 24-hour basis using the following formula for all circuits within the scope of the Bitstream SLA, regardless of product:

$$\frac{8766 - (\text{out of service time})}{8766}$$

- Out of service time will exclude any parked time.
- Response time will be measured on a working hours basis only.
- All calculations will be measured to the "Clear-Permanent" time on the fault ticket.
- It is the "Clear Code" associated with the "Clear-Permanent" that determines the inclusion 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.
- 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 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 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.

5. Service Level Summary for Service Assurance

eircom commits to provide the following service levels for Bitstream Service Assurance subject to the provisions set out in this SLA:

- Fault Reception and Acceptance between the hours of 09:00 to 17:30 Monday to Friday excluding public holidays.
- 100% of Bitstream logged Fault reports will receive an initial fault response within 4 working hours of fault submission.
- Proactive fault statusing for all accepted Bitstream fault reports via Gateway.
- Bitstream Ports will have a Service Availability of 99.5%. Service Availability is the annualised 'in service' time of a circuit expressed in percentage terms.

The service levels set out above will apply unless affected by the conditions set out in Appendix 1

6. Service Assurance – Non Compliance

A rebate of 50% of monthly rental shall apply for each occasion where *eircom* fails to achieve the minimum level of service availability in a particular quarter.

eircom performance will be assessed on a quarterly basis to determine if the 99.5% service availability threshold has been met.

Description	Service Assurance	Penalty for non compliance
Bitstream Ports	99.5% service Availability	50% of monthly line rental

An outline to guidelines for payment of penalty credits is provided in Appendix 2.

7. Pricing

The Bitstream Service Level Agreement is an in-tariff offer.

8. Reporting

eircom will provide a report on the service assurance parameters, Service Delivery on a monthly basis and Service Availability on a quarterly basis to the relevant Access Seeker.

The reports will be produced and circulated within 30 calendar days in the month / quarter following, as appropriate.

The reports will provide a summary of actual parameter performance against quoted service assurance parameters.

9. Penalty Exemption

eircom will be exempt from penalty payment in the event it is successful in delivering 90% of Bitstream Ports to an individual Access Seeker within the SLA timescales. *eircom* performance will be assessed on a monthly basis to determine if the 90% threshold has been met.

eircom will be exempt from penalty payment in the event it is successful in meeting service assurance SLA commitments in 95% of an Access Seeker's lines in a particular quarter.

Appendix 1 - Exclusions

1. Penalty Exclusions - Service Delivery

The payment of penalties for Service Delivery performance is subject to the following conditions:

1. Delivery of Bitstream Service is dependent on an existing in-Service PSTN line connected to the *eircom* network.
2. Service delivery SLA commitments for Bitstream Ports based on connection types other than the defined service are not guaranteed. If an Access Seeker requests a non-standard Bitstream variant, the service delivery lead-time will not be bound by this SLA (e.g., ISDN migrations to Bitstream).

2. Penalty Exclusions - Service Assurance

The service levels set out in this SLA will not apply where the failure of the Bitstream Service to meet the performance targets results from:

1. Failure by the Access Seeker to adhere to any of the detailed provisions of the ADSL Bitstream Service Product Description, Industry Process Manual, Agreement, or SLA obligations.
2. A breach of any part of the Agreement by the Access Seeker.
3. The suspension of the Service under the provisions of the Agreement.
4. A failure in the Access Seeker's Bitstream Connection Service.
5. An Access Seeker failing to prove a fault out of their own network prior to raising a fault with *eircom*.
6. A fault related to the Subscriber's PSTN service.
7. A fault occurring due to interference on the line caused as a result of an adjacent pair. Such instances will be addressed under the CLFMP.

Additionally, for the purpose of calculating penalty rebates, *eircom* will exclude those faults where non-availability arises from, or is otherwise caused by, faults attributed to storm, lightning, flooding, damage by a third party, or vandalism.

Appendix 2 - Guidelines for Payment of Penalty Credits

1. *eircom* shall provide Access Seekers with penalty statements one month in arrears in the month/quarter following as appropriate. The statement will be reconciled between the parties during month following the issuing of the penalty statement with payment made in the next billing cycle.
2. In the event that the Access Seeker 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.
St. Stephen's Green West
Dublin 2.
3. In case of a query, any supporting documentation must be supplied within ten Working Days of a request by *eircom*.
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 Access Seeker, and the fault is parked includes the following:

- *eircom* cannot get co-operation from the Access Seeker in progressing fault resolution according to the processes in the Industry Process Manual..
- A fault ticket receives an “Clear – Temporary” status.
- Proceeding with the fault would result in a health and safety risk, the avoidance of which could not have been realistically predicted by *eircom*.
- It is requested by the Access Seeker and/or subscriber to park the fault.
- Force Majeure, as defined in the Agreement.