

eir evo SIP Voice Service Schedule

The supply of Goods/Services under this Schedule is subject to the provisions of the Eircom Limited Master Terms and Conditions for the Supply of Goods and Services and all definitions not defined in this Schedule shall have the meaning ascribed to them in the Eircom Limited Master Terms and Conditions for the Supply of Goods and Services at eirvo.ie/masterterms

1 Service Description

The eir evo **SIP Voice** Service "the Service" is a network hosted SIP solution which allows eir evo Customers to connect their PBX, via an eir evo retail data link to eir evo's SIP network. The connectivity to eir evo's SIP network means that Customers can integrate all voice and data to a single network. The Service is available to customers who have an in-situ eir evo retail data link. eir evo can provision the Service to a specific PBX vendor, the compatible list of certified Customer Equipment including PBXs can be provided by your account manager upon request.

2 Interpretation

"Annual Rental" means the Annual Rental payable by the Customer to eir evo in respect of the Service;

"Availability Target" means the maximum available time minus Downtime excluding Scheduled Outages and exclusions specified in the SLA, over a 12 month period from the time of commencement of this Agreement;

"Available Time" means the total number of hours of coverage during the Measurement Period;

"Charges" means the Annual Rental and Connection Charges and any other Charges which may be payable for the Service, including those mentioned in clause 3. The current Charges are outlined in the Pricing Schedule and are payable quarterly in advance;

"Class of Service" (CoS) or **"Quality of Service"** (QoS) are techniques or methods used to classify and prioritise packets of Customer data traffic based on application type;

"Connection Charge" means a once-off non-recurring charge payable by the Customer for the initial installation and provisioning of the Service;

"Connecting Point" means the connection point between eir evo's retail data link and the eir evo facing termination point of the Customer edge router on the LAN;

"Downtime" means the total time (over a 12-month period) during Available Time following the allocation by eir evo of a Trouble Ticket, when the Service is unavailable to the Customer due to a malfunction (excluding any Scheduled Outages and exclusions specified in the SLA);

"Emergency Maintenance" shall mean eir evo's right from time to time to temporarily suspend service during periods of repair, essential maintenance, alteration or improvement. Where possible eir evo will give the Customer notice prior to such suspension of service and eir evo will restore service as soon as possible after such suspension;

"Fault Incident" is the inability to transfer data across the circuit in respect of which the Service is provided at its normal capacity in conformance with the service specification for the circuit.

"End User" means the person who is authorised by the Customer on the order form to access the Service;

"LAN" means the Customers Local Area Network

"Measurement Period" means each complete twelve (12) month period from the Operational Service Date of this Agreement;

"Minimum Period of Service" is a period selected by the Customer in an Order or twelve (12), months, whichever period is the longer, from the Operational Service Date or most recent Service Upgrade Order, whichever occurs later, with the exception of Orders for Minor Config Changes which may be of less than twelve (12) months duration;

"Minor Config Changes" Minor configuration changes are defined as those where no changes to the applied logical service bandwidth are being made and which do not require a Site visit by an eir evo engineer. Changes can include but are not limited to the following; Porting of Direct Dial Inward (DDIs), Adds, moves and changes to DDIs, IP addressing, Calling Line ID Display, SIP channels, Premium Service Packs, Clustered PBX Call Distribution, Customer SIP Portal Account;

"Non-Standard Order" means an order, the provision of which, after survey, necessitates core infrastructure build by eir evo to enable its provision;

"PBX" A Private Branch Exchange business multiline telephone system;

"Price Schedule" is the setting out of the Charges at which eir evo agrees to provide the Service;

"Scheduled Outages" means any Downtime attributable to preventive or Emergency Maintenance or other routine maintenance including by way of example but not limited to software updates;

"Service Upgrade Order" means any Order to increase the bandwidth of either the physical access circuit type or service type;

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"SLA" means the Customer's Service Level Agreement with eir evo. The Customer options are eir evo assist ('in tariff'), eir evo premium assist, eir evo premium assist plus and eir evo enhanced premium assist as set out hereunder;

"SIP" the Session Initiation Protocol (SIP) is a signalling communications protocol, widely used for controlling multimedia communication sessions such as voice and video calls over Internet Protocol (IP) networks;

"Standard Order" means an order, the provision of which, after survey, does not necessitate core infrastructure build by eir evo to enable its provision;

"VoIP" - Voice over Internet Protocol (VoIP) means technology enabling voice services to be transported over suitable data (IP) networks;

"Trouble Ticket" means the unique Fault Incident reference number provided by eir evo to the Customer.

3 Provision of Service

- 3.1 It is technically impracticable to provide a fault-free Service and eir evo does not undertake to do so. eir evo does undertake certain obligations with regard to maintenance as set out in section 6, Maintenance.
- 3.2 Except as may otherwise be provided for in any applicable Service Level Agreement between eir evo and the Customer the Operational Service Date shall be an approximate date only and eir evo accepts no liability for failure to meet the Scheduled Ready for Service Date.
- 3.3 Where, at the request of the Customer, any work done by eir evo to provide the Service is done outside eir evo's normal working hours, the Customer shall be obliged to pay a Charge for such work calculated at eir evo's applicable hourly rate, in force for the time being.
- 3.4 For operational reasons, eir evo may temporarily vary the technical specification of the Service to expedite a Fault Incident resolution.
- 3.5 If the Customer wants to defer the Operational Service Date, a minimum of ten (10) Business Days' notice from the originally agreed Operational Service Date must be provided. The Customer may defer the Operational Service Date on one occasion only. The revised Operational Service Date may not be more than three (3) months from the originally agreed Operational Service Date.
- 3.5.1 In the event of the provisions of clause 3.5 above not being adhered to by the Customer, eir evo reserves the right to cancel the Service and charge for abortive work done or money spent to meet the Customer's requirements or both.
- 3.5.2 If the Customer wishes to cancel the Service, in whole or in part, prior to the provision of the Service by eir evo, eir evo agrees to accept such cancellation if addressed to eir evo in writing and the Customer agrees to pay the following Charges:
- (i) for cancellation less than five (5) Business Days after the receipt of a written request to provide the Service but before the actual Service is provided 50% of the Connection Charge or €2000, whichever is greater;
 - (ii) for cancellation more than five (5) Business Days after the receipt of a written request to provide the Service but before the actual Service is provided an amount equivalent to the Connection Charge or €2000, whichever is greater; and
 - (iii) where the Customer has agreed to pay excess build charges on an Order, a cancellation request post-agreement will incur an additional cancellation charge proportional to the excess build work carried out.
- 3.6 Where, at the request of the Customer, any work done by eir evo to provide the Service is done outside eir evo's normal working hours, the Customer shall be obliged to pay a Charge for such work calculated at eir evo's applicable hourly rate, in force for the time being.
- 3.7 This Service shall commence on the Operational Service Date as advised to the Customer by email and shall be for the Minimum Period of Service. Provided that neither this Service or the Master Agreement has not been terminated in accordance with its terms, this Service shall thereafter automatically renew for successive 12 month periods.
- 3.8 The Customer is responsible for informing eir evo in writing of any internal changes to its LAN to ensure that such changes or alterations will not affect the performance of the Service and eir evo's ability to comply with its obligations hereunder.
- 3.9 The Customer's responsibilities in relation to the provision of the Services by eir evo include the following:
- 3.9.1 The Customer is responsible at its own expense for procuring all necessary wayleaves and access rights to its Sites for the duration of the Service.
- 3.9.2 The Customer shall be responsible at its own expense for internal cabling within their premises except as outlined below in clause 3.9.3 below.

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- 3.9.3 For the delivery of fibre-based services, the Customer shall provide at its own expense suitable duct and/or containment as appropriate between the cable entry point to the Site and the desired termination point for the Service to house the fibre. eir evo shall install the fibre subject to such duct and/or containment being in place.
- 3.9.4 Where Services are to be delivered to a third party Data Centre, the Customer shall arrange at its own expense for the provision and maintenance of suitable cabling between the eir evo infrastructure and the desired termination point for the Services.
- 3.9.5 The Customer shall provide at its own expense a suitable cabinet to accommodate the NTU.
- 3.9.6 The Customer is responsible at its own expense for the provision of necessary power and cooling for any network terminating equipment.
- 3.9.7 The Customer is responsible for shaping their traffic to conform to the selected Class of Service profile prior to presentation on ingress to the eir evo network. Failure to do so may result in packet delay and/or frame/packet loss, in such cases SLA penalties do not apply.

4 Payment

- 4.1 The Customer agrees, without prejudice to the Customer's right to terminate this Agreement under due notice, to pay on demand such Charges as may be fixed from time to time by eir evo in accordance with the Regulations in respect of the Service. For the avoidance of doubt, the Customer hereby acknowledges that the charges for the Service are inclusive of Charges in respect of telephone or other service or any telecommunications lines, including leased lines, equipment, features or accessories rented by the Customer from eir evo for use directly or indirectly in connection with the Service.
- 4.2 Service pricing is available from the Customer's Account Manager.

5 Termination

Without prejudice to the provisions of clause 5 hereof, the provisions of this Agreement are terminable by the either party giving to the other at least one month's notice in writing, expiring on the last day of the calendar month following that in which notice was given. The Customer shall pay on termination of this Agreement under this clause 5 or otherwise before expiry of the Minimum Period of Service such sum as is equal to the Annual Rental which would have been paid to eir evo for the remainder of the Minimum Period of Service giving to the other at least one month's notice expiring on the last day of the calendar month following that upon which notice is given.

6 Maintenance

6.1 Fault Incident reporting

Unless Customer has opted for the Enhanced Premium Assist SLA or added the Assurenets service, the Customer shall report a Fault Incident in the Service by telephoning the number specified in section 6 below or such other number as eir evo may from time to time provide the Customer. The Customer shall at the time of the report provide eir evo with a contact telephone number to enable eir evo to advise on the progress being made to clear the Fault Incident. A Trouble Ticket number will be assigned to the Fault Incident. A Fault Incident must have a Trouble Ticket number on the eir evo ticketing system in order for it to be eligible for a service credit.

- 6.2 The Customer shall not be entitled to backdate a Fault Incident report. Service credits are payable only in respect of reported Fault Incidents. The Fault Incident duration will commence from the time of the issue of the Trouble Ticket.
- 6.3 If the Customer reports a Fault Incident in the Service, eir evo will respond in accordance with the SLA selected by the Customer by carrying out one or more of the following actions:
 - 6.3.1 Providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer; or
 - 6.3.2 Where possible, carrying out diagnostic checks from eir evo premises; or
 - 6.3.3 Visiting the Customer's Site or a point in eir evo's network only if eir evo's action under clause 6.31 and clause 6.32 does not result in the Fault Incident being diagnosed or cleared and where such a visit is considered necessary by eir evo.
- 6.4 eir evo will take all necessary steps to correct the Fault Incident, in accordance with the procedures and metrics outlined in the SLA selected by the Customer.
- 6.5 If eir evo carries out work to correct a reported Fault Incident of the Service and finds no Fault in the eir evo network, eir evo may charge the Customer for abortive work done or money spent to determine such an outcome.
- 6.6 eir evo reserves the right to implement Scheduled Outages. These will be used to carry out essential maintenance or alteration procedures, for instance upgrading network management software. eir evo shall inform Customer with no less than five (5)

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days advance notice of any Scheduled Outages that it believes may affect the Service. Notification of Scheduled Outages shall include information on time, place, and duration. SLA's will be suspended during Scheduled Outages if such an outage is less than 4 hours in duration.

- 6.7 The Customer agrees to allow eir evo remote access to the Connecting Point over the eir evo provided IP Network VPN to perform a range of service delivery and service assurance tasks. Remote access is required to support efficient and fast service delivery and service assurance.
- 6.8 The Customer acknowledges that it is responsible for the management and security of its LAN on the Customer side of the Connecting Point.
- 6.9 The Customer is responsible for informing eir evo in writing of any internal changes to its LAN to ensure that such changes or alterations will not affect the performance of the Service and eir evo's ability to comply with its obligations hereunder.
- 6.10 eir evo's responsibility at all times is to manage and maintain the security of the eir evo SIP Network on the eir evo side of the Connecting Point.

7 eir evo contact details

Contact method	Contact details
Email	servicedesk@eirevo.ie
Freephone	1800 255 255
Contact number if dialling from outside Ireland	+353 818 313 029

8 Service Level Agreement

8.1 Interpretation

- 8.1.1 The '**Assist**' SLA is provided as standard on the Service;
- 8.1.2 The '**Premium Assist**' and '**Premium Assist Plus**' SLAs are provided for an additional tariff as set out in Annex 1;
- 8.1.3 A request for any SLA other than 'Assist' must be specified on the relevant Order Form;

8.2 Provisioning of Orders

For all Orders eir evo will ascertain if infrastructure build is necessary and a forecast delivery date shall be assigned to the Order. Provision time for Standard Orders is dependent on the access method required and is set out in Annex 1 below. Provision time for Non-Standard Orders is dependent upon the infrastructure build required and is set out in Annex 1 below.

8.3 Fault Incident restoration and Service credit calculation

- 8.3.1 A Fault Incident shall be deemed to have been restored when the Fault Incident condition on the circuit is resolved and service restored to the Customer. eir evo reserves the right to perform temporary patching to restore service on the circuit while repairs to a network Fault Incident are undertaken.
- 8.3.2 The period of Downtime will commence at the time when a Fault Incident is first reported to eir evo in accordance with the Fault Incident reporting procedures. The period of Downtime shall end from the time eir evo logs that the circuit is available.
- 8.3.3 In the event of any dispute between the parties in respect of Available Time or otherwise, eir evo acting reasonably reserves the sole right to determine the Available Time for the purposes of any service credit payable.
- 8.3.4 The Fault Incident clock will be stopped if (i) eir evo cannot gain access to the Customer's Site or eir evo Equipment therein, or, (ii) if the Customer for some other reason cannot allow repairs to take place.
- 8.3.5 eir evo reserves the right to implement Scheduled Outages. These will be used to carry out essential maintenance or alteration procedures, for instance upgrading network management software.
- 8.3.6 For the eir evo Service, service credits shall be calculated in the first instance based on the Availability Target. In the event that the Availability Target has not been breached and no service credits are payable in respect of availability, any service credits due in respect of the Repair Time Hours Target shall then be calculated.
- 8.3.7 For the avoidance of doubt only one service credit per circuit is payable in any Measurement Period. Where a service credit in respect of either breach of Availability Target or Repair Time Hours is payable, no further service credits will be payable.

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8.3.8 If a Customer either changes or terminates the Service within the Measurement Period the service credit shall be calculated from the Operational Service Date to the date of change or termination on a pro-rata basis. In this instance and in the event that a service credit payment is due, a pro-rata payment shall be made.

8.3.9 The pro-rata payment shall be calculated by multiplying the Availability service credit due by the portion of the year the service was in place measured in monthly increments.

8.4 Exclusions

No obligation to grant service credits will arise in any of the following circumstances:

- a Fault Incident occurrence due to changes in Customer provided equipment;
- a Fault Incident relating to an eir evo retail data link being used to provide SIP Voice to a Site;
- a Fault Incident relating to uncertified Customer provided equipment. The up to date list of certified Customer Equipment can be found at can be provided by your account manager upon request;
- a Fault Incident reported where there is no Fault Incident detected by eir evo when tested;
- any period of Scheduled Outages;
- a failure on the part of the Customer to allow access to Customer Site or Customer equipment;
- the Customer failing to operate a service(s) in accordance with eir evo's Terms and Conditions for the provision of the service(s);
- a failure on the part of the Customer to report the Fault Incident in accordance with the Fault Incident reporting procedure specified in clause 6.1;
- a Fault Incident occurrence on another authorised carrier's network or third party equipment;
- Fault Incidents caused by the Customer, its servants or agents;
- a Customer request for eir evo to test an element of the Service even if no Fault Incident has been detected and/or reported.

All measures exclude '**Parked Time**'; Parked Time will also be excluded for the purpose of calculating credits. Parked Time means any period when, for example, eir evo cannot gain access to a Customer Site or any period during which, for whatever reason, a Customer is not ready or available to have the Fault Incident cleared.

9 Service operations and support

9.1 Service desk support

The Service is supported via the Customer Service Desk which is contactable via the contact details outlined in Section 7. All Customer queries should be directed via the Customer Service Desk.

9.2 Change request management

Any change requests will be managed via the existing eir evo change management process and logged via the Remedy system. Standard change requests include such items as addition of a new End User, deletion of an existing End User, password re-set and change of billing address. The target completion for the implementation of standard change requests is within 5 Business Days. Requests for changes that require design authority, or out of hours activity to complete are not within the scope of a standard change.

9.3 Incident management

9.3.1 To enable Faults to be logged quickly, persons reporting Fault Incidents should identify themselves as being a Customer representative and provide the following information:

- Site location (of the Fault)
- Circuit or line number
- Contact number
- Equipment located at the Site
- Fault Incident details

9.3.2 The Trouble Ticket number will be provided to Customer at the time of Fault Incident reporting. The Trouble Ticket number allocated by eir evo should be used in all subsequent discussion or correspondence regarding the Fault Incident report.

9.3.3 There is no variation in the contact / communication methods between standard business hours and out of business hours. The incident management procedure remains the same, as follows:

9.3.4 The Service Desk will be responsible for the operation of the Fault Incident process and will ensure that 2nd and 3rd level support teams are aware of their role in the correct operation of the process.

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9.3.5 eir evo's responsibilities will be to:

- Issue a Trouble Ticket number for each incident to the Customer representative;
- Respond to the incident report in line with the agreed response times;
- Provide on-going updates during the incident based on the incident classification;
- Follow the escalation procedure where required;
- Report back to the designated Customer contact when the incident is resolved;
- Agree with the Customer team to close resolved incidents;
- Provide the relevant written reports as required.

9.3.6 During an Incident, the Customer's responsibilities include:

- Providing sufficient incident information to enable the Service Desk to correctly categorise and prioritise incidents;
- Notify the Service Desk of incidents in a timely manner;
- Report incidents via the incident management process;
- Provide appropriate contact and escalation points.

9.4 Escalation management

eir evo recommends that Customers consider the following conditions when triggering the escalation process:

- Where an incident or change is jeopardising or has already breached the SLA Service Level Targets (SLT);
- If they believe that either the nature or impact of the issue is more serious than initially thought;
- If they are dissatisfied with the progress of a particular incident or change.

Escalations relating to Service issues can be initiated by contacting the Service Desk and requesting an escalation via the Operations Manager who will discuss the situation with the person requesting the escalation and take whatever action is agreed between them. Escalations will be dealt with according to the escalations matrix at eirevo.ie/escalations-matrix

For escalations relating to non-Service issues, Customer should refer to their eir evo account manager.

It is at the discretion of the Customer to decide whether or not an issue requires escalation. The Customer may request the assistance of their eir evo account manager at any time during the escalation process.

9.5 Complaint management

eir evo complaint definition is a grievance that a Customer has against eir evo in relation to a Business Service provided by eir evo that cannot be managed by the Escalation Management. eir evo will record, investigate, process, provide progress updates on and agree formally the closure of a Customer complaint. To submit a complaint to eir evo the Customer can use the following contact details:

Type	Email
All eir evo Customers	businesscomplaints@eir.ie

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Annex 1: SLA Metrics

eir evo SIP Voice SLA ¹			
Includes	eir evo Assist	eir evo Assist Plus ²	eir evo Premium Assist ²
Pricing	Nil	€52.23 per SIP Voice connection	€84.65 per SIP Voice connection
Provision	<p>Standard Order: Where an Order is standard, eir evo will provide a forecast delivery date 10 Business Days from receipt of Order.</p> <p>Standard Change Order: Where a Change Order is standard, eir evo will provide a forecast delivery date 5 Business Days from receipt of Order.</p> <p>Non- Standard Order: For a non-standard Order, eir evo will provide a forecast delivery date 10 Business Days from receipt of Order.</p>	<p>Standard Order: Where an Order is standard, eir evo will provide a forecast delivery date 10 Business Days from receipt of Order.</p> <p>Standard Change Order: Where a Change Order is standard, eir evo will provide a forecast delivery date 5 Business Days from receipt of Order.</p> <p>Non- Standard Order: For a non-standard Order, eir evo will provide a forecast delivery date 10 Business Days from receipt of Order.</p>	<p>Standard Order: Where an Order is standard, eir evo will provide a forecast delivery date 10 Business Days from receipt of Order.</p> <p>Standard Change Order: Where a Change Order is standard, eir evo will provide a forecast delivery date 5 Business Days from receipt of Order.</p> <p>Non- Standard Order: For a non-standard Order, eir evo will provide a forecast delivery date 10 Business Days from receipt of Order.</p>
Service Availability Thresholds	Not Applicable	99.7% Per Annum	99.9% Per Annum
Fault Reporting	24*7	24*7	24*7
Fault Repair Hours	8:30 – 17:00 Mon-Fri (excl. Bank Holidays)	24*7	24*7
Response Time (Initial acceptance of fault, remote diagnostics, dispatch if necessary)	6 hours	4 hours	2 hours
Repair Time(exclusive of response time) governed by hours of coverage	6 hours	4 hours	2 hours
Customer Progress Report	Not offered	Every 4 hours (office hours)	Every 2 hours (24*7)

Notes:

- To ensure a uniform customer service experience it is recommended that Customers select the SIP Voice SLA level for each connection based on the SLA level they have already chosen on the eir evo retail data link (i.e. IPVPN / Internet). The recommended pairings are as follows,

Data SLA

eir evo Assist
eir evo Premium Assist
eir evo Premium Assist Plus

SIP Voiced SLA

eir evo Assist
eir evo Assist Plus
eir evo Premium Assist

- Not available for SIP Voice Service delivered over an eir evo Broadband service.

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Service Availability Credits			
Annual Average Service Availability	eir evo Assist	eir evo Assist Plus	eir evo Premium Assist
99.80% - 99.89%	Not Applicable	Not Applicable	15% Annual Rental
99.70% - 99.79%	Not Applicable	Not Applicable	20% Annual Rental
99.60% - 99.69%	Not Applicable	15% Annual Rental	25% Annual Rental
99.59% - or below	Not Applicable	20% Annual Rental	30% Annual Rental

Note: Availability Service Credits payable on request after the anniversary of the applicable SLA

Repair Service Credits		
eir evo Assist	eir evo Assist Plus	eir evo Premium Assist
30% of the monthly rental per SIP Voice Service not more than 3 times in the year	50% of the monthly rental per SIP Voice Service not more than 4 times in the year	50% of the monthly rental per SIP Voice Service not more than 6 times in the year

Notes:

1. Repair Service Credits payable on request after the anniversary of the applicable SLA.
2. Repair Service Credits are based on maximum repair time (response time plus repair time) i.e. eir evo Assist - 12 hours, eir evo Assist plus - 8 hours, eir evo Premium Assist - 4 hours.
3. Fault Repair Service Credits to be payable on request after anniversary of SLA.