

Service Level Agreement

SME Broadband and Voice



Table of Contents

Document Management	Error! Bookmark not defined.
Table of Contents.....	2
1. INTRODUCTION	3
1.1. General.....	3
1.2. Definitions.....	3
2. SERVICE OVERVIEW	5
3. SERVICE LEVEL AGREEMENT	6
3.1. Site Survey Feedback	6
3.2. Installation and Ready for Service	6
3.3. Number Porting	6
3.4. Static IP Address Request	6
3.5. Customer Support Availability	6
3.6. Service Restoration	7
3.7. Service Availability	7
3.8. No UPC fault found	7
4. CONDITIONS OF THIS SERVICE LEVEL AGREEMENT	8



1. INTRODUCTION

1.1. General

This service level agreement (SLA) applies to the SME Broadband and Voice Product and Value Added Services (“the service”) from UPC Ireland.

It defines the service guarantees provided to the customer for the service provided by UPC Ireland. The applicable services are defined in the contract.

All terms used in this document shall have the same meaning as defined in the terms and conditions for the provision of the services, unless otherwise re-defined in section 1.2.

Section 2 of this SLA provides a brief overview of the service. This will help the reader understand the details of the SLA, which is contained in section 3. Finally, section 4 sets out the conditions which apply to the SLA. These conditions should be read in conjunction with the relevant guarantees contained in section 3.

1.2. Definitions

Access Port	The UPC supplied services equipment at the customer site that allows for the connection of the customer’s own LAN to the UPC network via the network termination point interface (RJ45)
Broadband	High speed internet connection delivered over UPC Ireland’s Cable network
Voice	Analogue phone line delivered over UPC Ireland’s Cable network
Rental Charges	The charges payable in respect of ongoing access to the service comprising link circuit rental and the CPE
Contracted Hours	The time during which UPC will investigate faults and carry out repairs to any element of the service
CSC	The customer service centre which provides management for customers with the qualifying service
CPE	Customer Premises Equipment – Equipment provided by UPC Ireland to deliver the service to the customer premises
Fault	A total loss of service where it is not possible to transmit data/signals in one or both directions for a period of more than ten (10) minutes
Installation Charges	The charges in respect of installation of the access/link circuit and the access port, plus any others as set out in the charges schedule
LAN	Local Area Network – Customer premises network connecting multiple computers together
RFS	Ready for Service date – The day service is installed at a customer site
Measurement Period	The period from the ready for service date to the measurement date, and subsequently the period between measurement dates
Network Termination Point	The socket interface situated on the access port, which provides the boundary between the UPC services and the customer equipment



NOC	Network Operations Centre. This is the central UPC site that monitors network traffic around all the networks of UPC
RMC	Regional Monitoring Centre. This is the regional UPC site that monitors network activity in UPC Ireland network



2. SERVICE OVERVIEW

The Customer is provided with a connection to UPC's cable network through a Cable Modem or EMTA (Embedded Modem Termination Adapter). Depending on the requested product and availability with UPC one of the compatible EMTA's is provided to the customer. The EMTA will be the demarcation point (service boundary) of the product/s from UPC. All other equipment will be the sole responsibility of the User.

The EMTA is managed and owned by UPC. A standard EMTA can provide Broadband through RJ45 port and 2 Analogue Phone Lines through two RJ11 ports. In some cases EMTAs may be serially connected to each other to provide multiple phone lines.

Figure 1 below explains the connection method with further details and UPC service boundary.

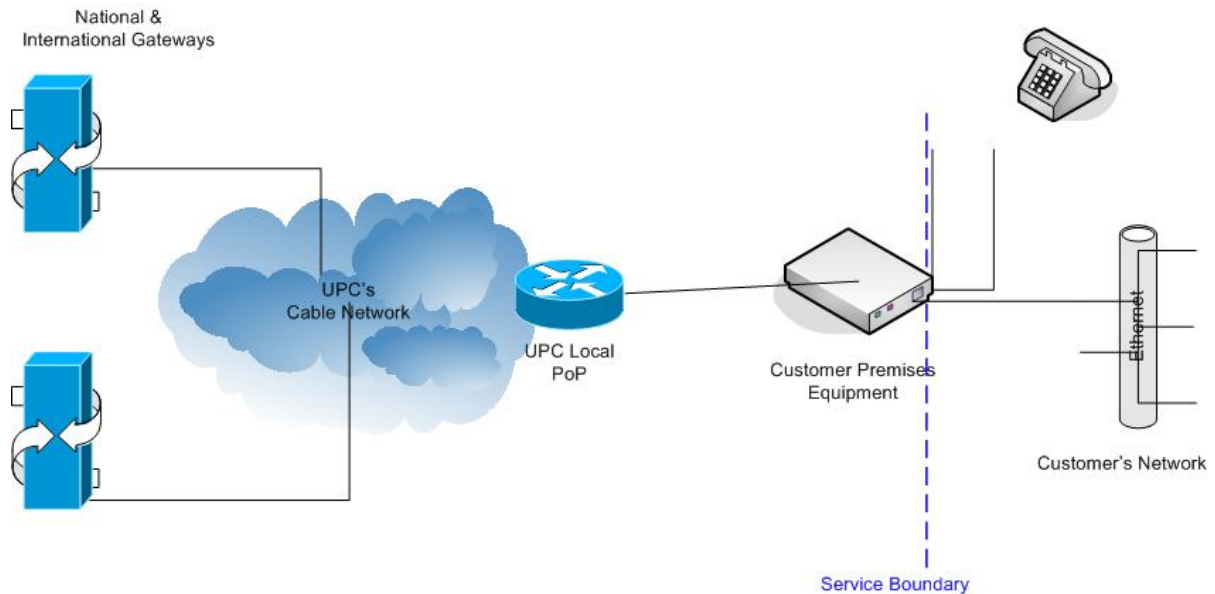


Figure 1: Broadband and Phone Service Boundary Definition



3. SERVICE LEVEL AGREEMENT

3.1. Site Survey Feedback

In case a customer's site is not available on the provisioning system used by UPC Ireland; or if any uncertainty exists around the services available at the site; a site survey may be required. In the case of a survey a technician from UPC will attend the site and check for availability of service at the premise. A technician may or may not need to access the actual site. If access is required UPC will specifically ask the customer in advance of the visit.

A site survey will take 3 working days to complete.

3.2. Installation and Ready for Service

Customers can place an order by completing and submitting the following documents:

- Agreement for Provision of Service
- SME Service Request Form
- Porting Form (If number porting is required)

Once the above documents are accepted by UPC, an installation is booked and customer is informed about the visit of a technician for installation. The installation will be complete within five working days.

In the case an installation requires extra efforts (e.g. running extra cable, way leaves etc.); customer is informed of a ready for service date and the installation is completed on or before the ready for service date.

3.3. Number Porting

Number porting can be requested at the time of placing the order or any time after the installation has been completed. Numbers are only ported after the installation and may take up to 15 days.

UPC has porting agreements with Eircom, BT, Cable & Wireless, Smart Telecom, Colt Telecom, Blueface, Digiweb, Magnet and Verizon.

Customers need to ensure that the UPC Porting Form is completed with the most accurate details about the number(s) that they would like UPC to port. Also, do not cancel your phone service with the other service provider. Your service will be automatically disconnected by the other service provider as soon as the number is ported over to UPC.

All the number porting requests are completed within 15 days starting from Ready for Service date.

3.4. Static IP Address Request

One static IP Address per broadband product is available from UPC Ireland. A Static IP Address is assigned to the Customer's equipment that is attached to the eMTA cable modem supplied by UPC. If an IP Address is requested please ensure that the MAC address of the Ethernet port of your equipment is written on the SME Service Request Form. A static IP Address can only be assigned after the installation has completed and requires a reboot of your equipment.

All the static IP address requests are processed within 1 working day after the Ready for Service date.

3.5. Customer Support Availability



UPC Business Customer support is available to SME customer at the following times:

Monday to Friday	9am – 10pm
Saturday	10am – 6pm

Any faults reported to UPC customer support team are attended immediately. In the case a fault requires site visit; UPC engineers are committed to complete a site visit before the end of the next business day.

3.6. Service Restoration

UPC aim to resolve all faults within next working day, in the case a particular fault requires further investigation and time, a service restoration time will be communicated to the customer.

Service restoration will be measured between:

The time a fault is successfully recorded on the UPC fault logging system. This will be the earlier of the time the customer reported the fault to UPC Business Support and the time UPC's network management systems notified a fault to Business Support.

The time service is restored is recorded on the UPC fault logging system. This shall be the earlier of the time the customer is informed that service is restored and the time the customer support attempts to notify the customer that service has been restored.

The service will be deemed to be non-available for the period between the two times recorded on the UPC fault recording system.

3.7. Service Availability

Service availability is calculated on the measurement date, and annually thereafter, as the percentage of the number of hours in the measurement period for which the service was available to the customer, as follows:

$$\frac{\text{Number of hours service available}}{\text{Number of hours in the period}} \times 100\%$$

The number of hours for which service is available will be calculated from the reports generated by UPC's network management systems. The number of hours in the period excludes the duration of any planned maintenance windows.

UPC is committed to maintain a Service Availability period of 99% in any calendar year.

3.8. No UPC fault found

Where a fault is reported by the customer to UPC and the fault is subsequently found to be attributable to an action by a customer, another customer supplier or any third party working on behalf of the customer, UPC reserve the right to charge the customer for call out costs incurred.



4. CONDITIONS OF THIS SERVICE LEVEL AGREEMENT

UPC shall not be liable in the event of a site failing to meet a ready for service date if the reasons for the failure are beyond the reasonable control of UPC, which may include but are not limited to:

- 3rd party way leaves
- Customer requests or customer access restrictions (unless these have been considered and programmed into the RFS date being agreed).
- Customer's own supplier's equipment or services
- Force Majeure
- A period of non-availability / service restoration time will commence at the time a fault is first reported to UPC by the customer representative in accordance with the fault reporting procedures, or when the fault is first identified and recorded by UPC. The period of non-availability shall end upon the customer representative being advised by UPC that service is available or, in the event that UPC is unable to contact the customer representative, then from the time logged by UPC that service is available.
- Where UPC can find no fault, any reported period of non-availability shall not count in any calculation of service availability.
- Services will be deemed to be available if the non-availability arises from or is otherwise caused or contributed to by:
 - The customer requesting UPC to test services although no fault has been detected or reported;
 - Services being or having been modified or altered in any way at the customer's request;
 - Any period of maintenance previously notified to the customer;
 - Any termination or suspension of all or part of services in accordance with clause 12 of UPC's terms and conditions for the provision of services;
 - A failure or fault of customer provided apparatus (or otherwise not attributable to services);
 - A failure of the customer to procure access to services equipment for UPC, upon being requested to do so by UPC for the purposes of investigating and rectifying any fault;
 - The customer failing to operate the services in accordance with the contract;
 - Any event referred to in clause 23 (Force Majeure) of UPC's terms and conditions for the provision of services;

