

Wholesale Bitstream and VUA Broadband Products Service Level Agreement

National Broadband Ireland

AND

[Service Provider]

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Document Control

Revision history

Version	Date	Status	Revision initials: Revision details
0.1	Jan 2020	Draft	Initial version
0.2	Mar 2020	Draft	Draft version for review
1.0	April 2020	Final	Final for publication
1.1	April 2020	Final	Final for publication

Associated documents

Title	Location
Wholesale Bitstream and VUA Products Reference Offer	All available online or from the NBI Account
Wholesale Bitstream and VUA Technical Manual	Manager
Wholesale Bitstream and VUA Process Manual	-

Definitions and Interpretation

In this Agreement, words and expressions have the following meanings:

"Agreement"	means the terms and conditions applicable to the provision of the Product as set out in this agreement and its Schedules (which may be updated by NBI from time to time and published on NBI's website in accordance with the NBP Agreement and Clause 26 of this Agreement).
"Bitstream and VUA Product Process Manual"	means the document published on NBI's website that sets out the processes for Service Provider eligibility, ordering, fault management and billing for the Product(s).
"Bitstream and VUA Product Technical Manual"	means the document published on NBI's website that provides a detailed description of the Bitstream and VUA Products that will be made available to Wholesale Service Providers (WSP) and Retail Service Providers (RSP)
"Customer"	means a person subscribing to the Service Provider Service, including without limitation, End Users and resellers.
"Department"	means the Department of Communications, Climate Action and Environment
"Deployment Area (DA)"	means the geographical area that is served by an Optical Line Terminal (OLT) deployed by NBI for the purpose of providing Product(s) and Services to Premises located in that geographical area
"End User"	means the customer of the Service Provider on whose behalf the Service is ordered.
"Minister"	means the holder of the office of the Minister for Communications, Climate Action and Environment and any successor to that role.

"Quarter" or "Quarterly"	means each three (3) month period during the duration of this Agreement from the Commencement Date onwards, with: the first Quarter commencing on the Commencement Date and ending on the last day of the third calendar month after which the Commencement Date falls (e.g. if the Commencement Date is 15 February, the Quarter commences on 15 February and ends on 30 April); and each subsequent Quarter being a period of three calendar months commencing on the day following the expiry of the preceding Quarter, with four (4) Quarters in each twelve (12) month period.
"RSP(s)" "UWG"	means a retail service provider including the Service Provider which has entered into a Standard Access Agreement with NBI for the Products and will provide services to Customers or Prospective Customers.
"VUA"	means Universal Wholesale Gateway means Virtual Unbundled Access
"Working Day"	means 08:00 – 20:00, during any Working Day other than Saturdays, Sundays, or public holidays as defined in the Second Schedule to the Organisation of Working Time Act, 1997.
"Works"	means any works to be carried out by or on behalf of the Service Provider in connection with its use of a Product or the use by any Customer of a Service Provider Service.
"WSP(s)"	means a Wholesale Service Provider including a Service Provider which has entered into a contract with NBI for the Products and will provide services to Retail Customers.

1 Introduction

Consultation on the service levels contained in this document are ongoing with Industry. The service levels will be presented at the monthly Industry forums for discussion and clarification. NBI expects the consultation process to continue until the end of Q2 2020 at which time the full suite of service levels will have been consulted upon and any changes to the documentation will have been agreed and completed.

This document describes the service levels relating to the provision and assurance of the Wholesale Bitstream and VUA products offered by NBI. The service levels relate to orders and fault tickets placed via the service portal GUI / Webservice application.

The service is provided subject to the terms and conditions as set out in the relevant Wholesale Bitstream and VUA Reference Offer documents.

NBI is committed to on-going improvements of the service levels and will work closely with Service Providers to improve and enhance them.

1.1 Supported Products and Software

Each variant of the Products provided by NBI under this Agreement and as described in more detail in the Wholesale Bitstream and VUA Reference Offer documents

1.2 Service Levels

The service level defines the service hours, the service access methods and the service delivery targets available to the Service Providers. This document defines the provisioning service levels, assurance/end user maintenance & repair service levels, billing performance levels and network performance levels.

2 Provisioning Service Levels

2.1 Provisioning Access Methods and Hours

The web portal and web services provided by NBI that can be accessed by the Service Provider to perform eligibility checks, place orders for Products, create or schedule appointments for End Users and create or track faults for End Users. The web portal and web services provided by NBI is available 24 x 7 x 365.

Where an appointment is required to install the Bitstream or VUA product the Service Provider can reserve and book an appointment slot as per the process described in the Bitstream and VUA Product Process Manual.

Appointments slots for installation:

- Standard AM: 08:00 12:00 Monday to Saturday.
- Standard PM: 12:00 16:00 Monday to Saturday.
- Evening: 16:00 20:00 Monday to Saturday (March to October, or where light permits).

2.2 Provisioning Service Delivery Targets

The service delivery targets include single orders per line only. All bulk migrations are excluded from the service levels and will be subject to agreement with the relevant WSP/RSP and NBI. The service delivery target clock starts once an order has been accepted and a valid appointment allocated. The order is excluded from service delivery targets for any action outside of NBI's control (e.g. End User not available, End User refuses service).

Provisioning service delivery targets include:

- a) Time to provision
 - New connection
 - Migration /Transfer
 - Cease of service
- b) Appointments
 - Fulfilment timeframes

Table 1: Time to Provision – New connections								
Connection Type Definition Target Days								
			80 %	85 %	90 %	95 %	100 %	
1 Pre-built	The Premises exists prior to the 9th Jan 2020, connected same time as rollout in that deployment/OLT area.	Connected within					10	Working days of premises being passed
2 On demand	Premises existed prior to the 9 th January 2020, connected after rollout in that deployment/OLT area.	Connected within	10			20	40	Working days of connection request
3 Pre-built	Premises did not exist prior to 9th January 2020 but was constructed before rollout and connected around the same time as rollout in that deployment/OLT area.	Connected within					10	Working days of premises being passed
4 On demand	Premises did not exist prior to the 9 th January 2020, but was/is built before/after rollout and connected after rollout	Connected within	10	20	40		60	Working days of connection request
Non Standard							60	Working days of connection request

New connection targets suspensions:

- If the Service Provider or End User delays the appointment or does not facilitate the appointment being completed within the performance level, then the appointment is exempt from the service delivery service level calculation.
- Where NBI or the Service Provider cancels the original appointment date before 17:30 on the working day before the original appointment date and reschedule, the new appointment date will be the rescheduled date.
- Where the End User requests a different connection than the one offered by NBI and a new site survey is required.
- When proceeding with provisioning would result in a health and safety risk e.g. unsupervised children at End User premises.
- Where stoppage is requested by the Service Provider or End User.
- Where a Force Majeure event is ongoing.

Table 2: Appointment Fulfilment					
Metric	Target	Details			
Order Appointments fulfilled	92%	Completed within appointment window notified to the End User			
Rescheduled Order Appointments fulfilled	95%	Where NBI requires an appointment to be rescheduled and the appointment is subsequently completed within appointment window notified to the End User			
NBI rescheduled appointments	≤ 5%	The % of End User appointments that are rescheduled by NBI			

Table 3: Time to provision - Migration orders / In-Situ Reactivation					
Metric	Target	Details			
Migration Order	90%	Completed by end of first working day following the working day the request was specified for (to cater for post out of the new Service Provider CPE)			
	100%	Completed by end of third working day following the working day the request was specified for (to cater for post out of the new Service Provider CPE)			

Table 4: Time to provision - Cease service					
Metric	Details				
Cease Order	90%	Completed by end of first working day following the working day the request was received			
	100%	Completed by end of third working day following the working day the request was received			

3 Network and End User Assurance, Maintenance and Repair Service Levels

3.1 End User Assurance, Maintenance and Repair Access Method and Hours

The web portal and web services provided by NBI that can be accessed by the Service Provider to create or track trouble tickets for Network and End User faults shall be available 24 x 7 x 365.

Appointments for End User Assurance, Maintenance and Repair Orders are:

- Standard: 08:00 12:00 Monday to Saturday.
- Standard: 12:00 16:00 Monday to Saturday.
- Evening: 16:00 20:00 Monday to Saturday (March to October, or where light permits).

3.2 NBI Wholesale Customer Operations Service Desk Hours

Wholesale Customer Operations Service Hours: 08.00 – 20.00 Monday to Saturday.

NBI WCO: 01-XXXXXX TBC.

3.3 Network Assurance Maintenance and Repair (NOC) Service Hours

Network assurance maintenance and repair (NOC) Service Hours: 24 x 7 x 365.

NBI NOC: 01-XXXXXXX TBC.

3.4 End User Assurance, Maintenance and Repair Service Delivery Targets

Assurance, Maintenance and repair tickets are categorised into severity levels based on the volume of End Users impacted or the severity of the system degradation. See tables 5 - table 7 for more information.

Table 5: Residential and Business Issue Classification				
Residential & Business				
Severity Levels End Users affected				
Severity 1 Residential	>1000			
Severity 1 Business	>500			
Severity 2 Residential	500 -999			
Severity 2 Business	250 - 499			
Severity 3 Residential	100 -499			
Severity 3 Business	50 - 249			

Table 6: SCP Issue Classification				
SCPs				
Severity Levels	End Users affected			
Severity 1 SCP	>30			
Severity 2 SCP	15 - 29			
Severity 3 SCP 5 - 14				

Table 7: Service Provider Portal Issue Classification				
Severity Levels	Description			
Severity 1 Portal	Portal unavailable or severely degraded			
Severity 2 Portal	Portal service degradation or provisioning to specific OLT unavailable			
Severity 3 Portal	Other minor portal issue not impacting overall functionality			

3.5 Performance Levels

Tables 8 - 12 outline the performance levels targets for

- Resolution of incidents
- End User fault repairs
- Repeat faults
- Early lift faults
- Repair appointments

Table 8: Performance Level Targets			
Incident severity	ncident severity Description		
Severity 1	The earlier of, the time NBI becomes aware of the incident and the time NBI notifies the Service Provider of Incident Resolution or restoration.	4 hours	
Severity 2	The earlier of, the time NBI becomes aware of the incident and the time NBI notifies the Service Provider of Incident Resolution or restoration.	8 hours	
Severity 3	The earlier of, the time NBI becomes aware of the incident and the time NBI notifies the Service Provider of Incident Resolution or restoration.	24 hours	
Severity 4	The earlier of, the time NBI becomes aware of the incident and the time NBI notifies the Service Provider of Incident resolution or restoration.	5 working days	

Table 9: Service Restoration – End User Fault Repair			
Metric	Target	Details	
Service Restoration / End User Fault Repair	85%	Within 2 working days of the date NBI receives an End User Fault Repair request from the WSP/RSP to the Service Provider receiving notification of the resolution from NBI.	
	97%	Within 5 working days of the date NBI receives an End User Fault Repair request from the WSP/RSP to the Service Provider receiving notification of the resolution from NBI.	
	100%	Within 10 working days of the date NBI receives an End User Fault Repair request from the WSP/RSP to the Service Provider receiving notification of the resolution from NBI.	

Table 10: Repeat Faults - Related End User Fault			
Metric	Target	Details	
No Repeat Fault raised	90%	Of End User Faults resolved, with no related faults recurring within 30 working days.	
A Repeat Fault raised	100%	Of End User Faults resolved, with a repeat fault occurring within 30 working days. No subsequent second repeat fault to occur on the same line within the following 30 days	

Table 11: Early Life Faults		
Metric	Target	Detail
Early Life Faults	2%	Valid fault logged within 10 working days of installation complete

Table 12: Target Repair Appointments Met		
Metric	Targets	
Repair appointments met	95% on the date/time of the appointment 85% in 2 working days	

Assurance target suspensions

- Where NBI is awaiting co-operation from the Service Provider with testing the service
- Where a Service Provider fault ticket is at a status that is awaiting Service Provider validation or input
- Where NB is awaiting access to the End User premises
- When proceeding would result in a health and safety risk
- Where stoppage is requested by the Service Provider or End User
- Where a third party restricts NBI from working on the resolution of a fault
- Where a Force Majeure event is ongoing

4 Billing Performance Levels

Table 13: Billing Performance Targets			
Metric	Target	Detail	
Billing Enquiries Automated Response	100%	Automated Response via UWG within 5 seconds of the Service Provider reporting a Billing Enquiry via the UWG	
Bill Enquiry Update	80%	Update provided by NBI to the Service Provider on the Billing Enquiry within 5 working days	
Bill Enquiry Update	100%	Update provided by NBI to the Service Provider on the Billing Enquiry within 10 working days	
Bill Enquiry Resolved	90%	Resolved to the Service Providers satisfaction within 20 working days from the date the bill enquiry was received by NBI	
Bill Enquiry Resolved	100%	Resolved to the Service Providers satisfaction within 30 working days from the date the bill enquiry was received by NBI	

5 Network Performance Levels

Table 14 outlines the minimum Bitstream and VUA performance parameters.

Table 14: Network Performance Levels			
Minimum Bitstream and VUA Performance Parameters			
Minimum download speed between WCPE and PoH	150Mbit/s		
Minimum upload speed between WCPE and PoH	30Mbit/s		
Maximum utilisation of backhaul link between first point of active aggregation and the PoH	80%		
Maximum round trip Latency between WCPE and PoH	50ms		
Maximum Jitter between the WCPE and the PoH	25ms		
Maximum Packet Loss between the WCPE and PoH	0.1%		
Minimum service availability	99.95%		

6 Service Provider Obligations

6.1 Provisioning

The Service Provider shall provide NBI with a quarterly forecast of its projected number of Connection Requests and Pre-Ordered Connection Requests, broken out by Deployment Area (OLT) Area, at least 20 Working Days in advance of each Quarter

The Service Provider must ensure that only fully trained personnel have access to the NBI web portal and web services to raise an order

6.2 Repair

Service Provider must ensure that only fully trained personnel have access to the NBI web portal and web services to raise a fault request

Correctly isolating the service impacting element is absolutely vital to ensuring a quality End User service restoration experience. The Service Provider is responsible for completing diagnostic checks before raising a ticket and following the guidelines for fault handling

6.3 Failed appointments charge

NBI reserve the right to charge the Service Provider €30 for scheduled appointments which are not cancelled by the end of the working day prior to the appointment in the case where the end-users either was not ready/not available or refuses service or where third party access is denied to NBI

7 NBI Obligations

7.1 Provisioning

NBI will provide provisioning performance reports to the Service Provider on a quarterly basis NBI will provide the Service Provider with access/logins(s)to the web portal and web services for the provisioning of orders

7.2 Repair

 NBI will provide repair performance reports on a quarterly basis

 NBI will provide instructions and templates for gathering of information from incidents

 NBI will provide access/login(s) to Service Desk Ticketing platform and instructions for opening Ticket Requests.

7.3 Missed appointments service credit

NBI Missed appointment - A service credit of €30 will be applicable to the Service Provider for appointments that were not completed by NBI on the scheduled date due to an NBI issue