



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 www.eir.ie/business/masterterms (the “Master Terms”).

1. SERVICE DESCRIPTION

- 1.1. eir Collaborate is a Hosted Voice & UC Service (“the Service”) as set out in this Schedule. The Service is a cloud based PBX and Unified Communications solution built on eir’s SIP network. The Service includes the provision of SIP handsets and access to Collaborate Manager, a web based management portal. The Service is available to customers who have an in-situ eir retail data link (i.e. Internet/IPVPN). Third party internet services will be considered on a case by case basis. The Service provides a range of PBX capabilities including inbound/outbound voice calling, voicemail, call routing and hunt groups.
- 1.2. Collaborate, which is the overriding service, can be combined with several products and sub-services. Such eir sub-services are subject to their own separate service terms and conditions. For the avoidance of doubt, all terms and conditions shall take the following order of precedence:
 - (i) this schedule,
 - (ii) eir master terms and conditions.
- 1.3. The basic Service consists of a hosted voice service which is charged per user per month (PUPM). The Service supports a variety of voice, mobility and Unified Communications features.
- 1.4. Access to the public telephone network is provided as part of the Service.
- 1.5. Analog modems/fax machines are designed to work with legacy PSTN networks and these devices are not supported on the Service, due to legacy system incompatibility with next generation IP services. Fax calls are similar to Analog modem calls.

2. INTERPRETATION

“Collaborate Manager”	is a secure self-service internet portal which provides Customers with the ability to carry out limited moves, adds and changes to their hosted voice enterprise and generate CDR (Call Detail Records) Reports.
“Agreement”	means this document, the Master Terms and all other applicable sub terms and conditions, the eir Business Online Account Terms of Use, the Statement of Work (if applicable), the eir Collaborate Customer Technical Requirements Guide (as it may be amended from time to time by eir), any applicable end user licence agreements and the Order for agreed services and Charges between eir and the Customer for the provision and installation of the Service.
“Installation Charge”	means a once-off non-recurring charge payable by the Customer for the initial installation and provisioning of the Service.
“Change Order”	means the process by which an upgrade or downgrade of a chargeable element of the Service is made.
“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.
“Customer Software”	Software installed by the Customer which is not eir provided.
“Customer Edge” (CE)	Customer edge router that terminates the eir IP VPN or Internet service and connects to the customer LAN.
“Delivery Desk”	from order placement, the delivery desk co-ordinate the site survey, installation and migration of services between customer, eir field engineers and the eir service centre
“Electronic Communications Network”	means electronic communications network as that term is defined in the Communications Regulation Acts 2002 to 2017, as amended and updated from time to time.
“LAN”	means the Customer’s Local Area Network.
“PBX”	A Private Branch Exchange business multiline telephone system;



“PUPM”	per user licence per month - charging model for licences.
“Price Schedule”	is the setting out of the Charges at which eir agrees to provide the Service, which may be appended to, included in, or separate to, the Order.
“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.
“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.
“SLA”	means the Service Level Agreement applicable to the Service as set out hereunder.
“Statement of Work”	a description of the Services which may be appended to the Service Schedule or Order for non-standard Services;
“UC”	Unified Communications (UC), includes a set of collaboration features such as Instant Messaging and presence, desktop share, audio and video conferencing and web collaboration.
“VM”	Voicemail - the facility to keep and retrieve recorded messages from other callers.
“WAN”	means the Customer’s Wide Area Network connecting different Customer Sites.

3. SERVICE PREREQUISITES

There are a number of prerequisites the Customer must have in place in order for the Service to be delivered. These are outlined in the customer technical requirements guide which will be provided prior to the initial site survey and install.

4. OTHER SERVICE OPTIONS

- 4.1. Professional services such as project management and training can be provided on request at an additional cost.
- 4.2. **Collaborate soft client /app**
 - 4.2.1. Some of the license types for the Service include the ability to download the Collaborate App for free from the Android and Apple App stores or to the desktop PC via the application weblink provided by eir. Such application is provided on an “as-is” basis. The Customers installation and use of this software must be supported by the Customers in-house IT support team and its use is not supported nor guaranteed by eir.
 - 4.2.2. The Customers use of the Customer Software is subject to the Customer’s IT security policies and installation policies with respect to installing executable programmes. eir do not guarantee the Customer software will work with other software applications that may be installed nor is it supported by eir’s customer service centre. eir do not offer a hardware or software, computer support service for devices utilising soft client software.
 - 4.2.3. eir cannot warrant nor support soft clients on specific devices. Any issue reported regarding soft clients will be logged and a reference – Android / iOS or PC /macOS will be used by the support agent to ensure the associated account can make and receive a call on the relevant device / OS. Once tested and verified, no further troubleshooting will be undertaken.

5. ACCESS AND LAN INTERCONNECT

- 5.1. Direct access for the Service will be provided via the eir IPVPN service or eir Internet.
- 5.2. The Service may run over the Customer’s existing LAN, however the Customer IT team is responsible for the capabilities and support of the Customers own LAN, infrastructure. The customer must ensure its LAN and WAN environment is designed to incorporate sufficient Quality of Service (QoS) and bandwidth to accommodate UC traffic with low packet delay, loss and jitter characteristics. Please note the Service employs the G.722 codec standard per voice call, with a nominal 100kbps of bandwidth dimensioned for each call. The ITU G.114 specification recommends appropriate packet delay, loss and jitter characteristics for high-quality real-time traffic such as voice.
- 5.3. For the avoidance of doubt, the demarcation point of eir support and service responsibility is the eir facing termination point of the CE Router. SIP Handsets supplied by eir are covered by a one year break/fix warranty.



- 5.4. The Service may have the capability of running over wireless LANs or WANs, provided minimum QoS standards are maintained by the Customer. However due to the technical limitations of wireless, eir neither warrants that the Service can run over wireless LANs or WANs, nor that calls and data can seamlessly switch between methods of connection.
- 5.5. The Customer acknowledges that they are responsible for the management and security of their LAN and the devices attached to it, on the Customer side of the NTU.
- 5.6. The Customer is responsible for informing eir in advance 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's ability to comply with its obligations hereunder.
- 5.7. For the avoidance of doubt internal cabling or wiring is not provided as part of the Service.

6. PAYMENT

- 6.1. 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 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 for use directly or indirectly in connection with the Service.
- 6.2. Service pricing is available from the Customer's eir Account Manager.

7. SYSTEM

- 7.1. The Customer agrees that all connected systems are subject to the potential for unlawful breach or interception by persons unknown to eir or by systems and/or software in existence, or not yet invented. eir operate as a responsible authorised operator of electronic communications services and will use our best efforts to secure the Customers communications from such unlawful breaches or interceptions; however the Customer accepts, that these breaches may occur and that eir shall have no liability for any such breaches. eir will make every effort to restore service, and to investigate, detect and prevent unlawful use in the event of such a breach. The Customer agrees that the Customer will facilitate eir in any such efforts to restore the Customers service or to prevent any such unlawful breaches.
- 7.2. The SIP handsets provided with the Service should never be plugged into the open internet and should always be connected behind a firewall which is configured according to the instructions set out in the eir Collaborate Customer Technical Requirements Guide. Firewalls are available for purchase from eir. For the avoidance of doubt, eir shall have no liability whatsoever (and hereby disclaims to the maximum extent permissible by law any such liability) for event or circumstance arising as a result of the contravention by the Customer of this Clause 7.2 and the Customer hereby indemnifies eir for any claim arising from such contravention.

8. PROVISION OF SERVICE

- 8.1. It is technically impracticable to provide a fault-free Service and eir does not undertake to do so. eir does undertake certain obligations with regard to maintenance and support as set out in the Agreement.
- 8.2. The Operational Service Date shall be an approximate date only and eir will endeavour to meet customer delivery requirements however, eir accepts no liability for failure to meet the Operational Service Date.
- 8.3. Where, at the request of the Customer, any work done by eir to provide the Service is done outside eir's normal working hours, the Customer shall be obliged to pay a Charge for such work calculated at eir's applicable hourly rate, in force for the time being.
- 8.4. For operational reasons, eir may vary the technical specification of the Service.
- 8.5. 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.
- 8.6. In the event of the provisions of clause 8.5. above not being adhered to by the Customer, eir reserves the right to cancel the



Service and charge for abortive work done or money spent to meet the Customer's requirements or both.

- 8.7. If the Customer wishes to cancel the Service, in whole or in part, prior to the provision of the Service by eir, eir agrees to accept such cancellation in accordance with 10.2 below.
- 8.8. This Service shall commence on the Operational Service Date as advised to the Customer.
- 8.9. The Customer is responsible for shaping their traffic to conform to the selected Class of Service profile and/or IP data connection bandwidth prior to presentation on ingress to the eir network. Failure to do so may result in packet delay and/or frame/packet loss.

9. DEFERRING OPERATIONAL START DATE

- 9.1. The planned Operational Service Date will be jointly agreed with the customer and the relevant eir account manager / installation team. Customers wishing to defer the Operational Service Date must provide a minimum of ten (10) days' notice from the originally agreed Operational Service Date. The Customer may defer the Operational Service Date on one occasion only. The revised Operational Service Date may not be more than the period specified in clause 8.5 above.
- 9.2. In the event of the provisions of clauses 9.1 above not being adhered to by the Customer, eir reserves the right to begin charging monthly rental for the Service and charge for abortive work done and rescheduling work required to meet the Customer's new requirements.

10. SERVICE COMMENCEMENT RENEWAL AND TERMINATION

- 10.1. This Service shall commence on the Operational Ready for Service Date as advised to the Customer.
- 10.2. If the Customer wishes to cancel the Service, in whole or in part, prior to the provision of the Service by eir, eir agrees to accept such cancellation if addressed to eir in writing. Customer is responsible for payment of any outstanding charges (CPE, Professional service etc.) incurred in the period prior to cancellation.
- 10.3. Without prejudice to the provisions of clause 10.1 above, this Service is terminable by either party giving to the other notice in writing with such notice to expire (and the Service therefore to terminate) on the last Business Day of the calendar month following that in which the notice was given.
- 10.4. If the Customer terminates this Service, the Customer shall pay such sum as is equal to:
 - 10.4.1. Monthly Charges up to the last Business Day of the calendar year following that in which notice was given; and
 - 10.4.2. any outstanding amounts owed by the Customer; and
 - 10.4.3. any outstanding Charges for abortive work done and money spent to meet the Customer's requirements.
- 10.5. Where, at the request of the Customer, any work done by eir to provide the Service is done outside eir's normal working hours, the Customer shall be obliged to pay a Charge for such work calculated at eir's applicable hourly rate, in force at that time.

11. PROVISIONING OF ORDERS

- 11.1. The Order shall set out:
 - 11.1.1. The goods and equipment the customer is purchasing to avail of the Service, including but not limited to their associated warranty and maintenance;
 - 11.1.2. The services the customer is purchasing to avail of the Service, including but not limited to access services, user licenses and so forth;
 - 11.1.3. The Operational Service Date;
 - 11.1.4. Service delivery, equipment installation, configuration and acceptance testing;
 - 11.1.5. Any design and integration requirements, including but not limited to bespoke requirements; and bespoke integration with other services;
 - 11.1.6. Such other details as may be necessary to clearly detail the Service delivery tasks.



12. SERVICE CONFIGURATION

- 12.1. In such circumstances, to enable an efficient provisioning of Service to the Customer, and to avoid repeat visits for service configurations which may incur additional Charges, a detailed Statement of Work, Order and/or Customer data capture form must be completed by eir in conjunction with the Customer.
- 12.2. The Statement of Work or Order will capture information including but not limited to the configuration of call features, required number of service packages with associated soft clients and or device types, details of new and migrating numbers and a solution call flow description.
- 12.3. Any requirements not included in the Statement of Work, Order and/or Customer data capture form may be considered as bespoke integration requirements for which additional Charges may be quoted and agreed with the customer during the installation phase.

13. COLLABORATE MANAGER

- 13.1. Each Customer will be granted password protected access to the Collaborate Manager portal and is responsible for the administration of their users including all moves, adds and changes. Access to Collaborate Manager is subject to the eir Business Online Account Terms which can be found at, www.eir/business/online-account-terms
- 13.1.1. Collaborate Manager facilitates and enables changing of both group and user features within the Collaborate Manager.
- 13.1.2. The ability to self-configure a number of CPE features such as hunt groups and speed dials (some of which are specific to individual CPE). Customers may be requested to use Collaborate Manager by the eir Service Desk for Service features that are self-configurable via Collaborate Manager.
- 13.2. During installation of the Service, training in relation to the Customers Collaborate configuration will be provided on the portal. Additional portal training is available at an additional charge and a comprehensive User Guide is also available to assist the nominated Collaborate Manager portal administrator.

14. SERVICE OPERATIONS AND SUPPORT

14.1. Service Desk support

End user support should be in the first instance filtered by the Customer's in-house IT team to provide accurate Fault Incident information capture. The Service is then supported via the relevant eir Service Desk, who are contactable via the contact details outlined in the Order. All Customer queries should be directed via the Service Desk.

14.2. Change Order management

All Change Orders must be requested via your account manager. The Customer is responsible for all non-chargeable moves adds and changes which can be implemented via the Collaborate Manager portal.

14.3. Service Desk contact details.

Contact method	
Email	servicedesk@eir.ie
Freephone	1800 255 255
Contact number if dialling from outside Ireland	+353 1 4688530



15. SERVICE LEVEL TARGETS

eir Assist Features	eir Assist Metrics
Pricing	In Tariff
Fault Reporting	24*7
Fault repair hours	09:00 – 17:00 Mon-Fri (excl. Bank Holidays)
Service Availability	Not Applicable
Response Time	6 hours
Repair Time	6 hours
Customer Progress Report	Not offered
Resolution method	Remote

16. FAULT INCIDENT PROCESS

16.1. "Fault Incident" Definition

A Fault Incident may be defined as a loss of some or all Service features.

16.2. Fault Incident Management

16.2.1. The Customer shall report a Fault Incident in the Service by emailing or telephoning the Service Desk contact details as specified on the Order or such other contact details as eir may provide from time to time. The Customer shall at the time of the report provide eir with a contact telephone number to enable eir to advise on the progress being made to clear the Fault Incident.

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

- (i) Site location (of the Fault)
- (ii) Enterprise ID
- (iii) Telephone number of affected SIP handset or Collaborate soft client or app
- (iv) Contact number
- (v) Equipment located at the site
- (vi) Fault Incident details

16.2.3. If the Customer reports a Fault Incident, eir will respond by carrying out one or more of the following actions:

- (i) Providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer; or
- (ii) Where possible, carrying out diagnostic checks;
- (iii) When required an eir Field Engineer will go to site.

16.2.4. An eir Fault Incident ticket reference number will be provided to the Customer at the time of Fault Incident reporting. The ticket



reference number allocated by eir should be used in all subsequent discussion or correspondence regarding the Fault Incident report.

- 16.2.5. The Service Desk will take all necessary steps to correct the Fault Incident.
- 16.2.6. The Service Desk will be responsible for the operation of the Fault Incident and problem management processes and will ensure that 2nd and 3rd level support teams are aware of their role in the correct operation of the processes.
- 16.2.7. eir 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.
- 16.2.8. If eir carries out work to correct a reported Fault Incident of the Service and finds no Fault in the eir network, eir may charge the Customer for abortive work done or money spent to determine such an outcome.

16.3. EIR'S RESPONSIBILITIES

- 16.3.1. Issue a Fault Incident ticket reference number for each Fault Incident to the Customer representative;
- 16.3.2. Respond to the Fault Incident report;
- 16.3.3. Provide on-going updates during the Fault Incident based on the Fault Incident classification;
- 16.3.4. Follow the escalation procedure where required;
- 16.3.5. Report back to the designated Customer contact when the Fault Incident is resolved;
- 16.3.6. Agree with the Customer to close resolved Fault Incidents;

16.4. THE CUSTOMER'S RESPONSIBILITIES

- 16.4.1. Ensure that end user support is in the first instance filtered by the Customer's in-house IT team to ensure accurate Fault information capture prior to the logging of a ticket;
- 16.4.2. Notify the Service Desk of Fault Incidents in a timely manner;
- 16.4.3. Report Fault Incidents via the Fault Incident Management process;
- 16.4.4. Provide appropriate contact and escalation points;
- 16.4.5. Grant eir reasonable access to the Site if required for Fault Incident repairs.

16.5. EXCLUSIONS

The time taken to repair a Fault Incident may be affected by any of the following circumstances:

- 16.5.1. a Fault Incident occurrence due to changes in Customer provided equipment;
- 16.5.2. a Fault Incident in Customer provided equipment;
- 16.5.3. a Fault Incident reported where there is no Fault Incident detected by eir when tested;
- 16.5.4. any period of Scheduled Outages;
- 16.5.5. a failure on the part of the Customer to allow access to Customer equipment, whether remotely or onsite;
- 16.5.6. the Customer failing to operate a service(s) in accordance with eir's Terms and Conditions for the provision of the service(s);
- 16.5.7. a failure on the part of the Customer to report the Fault Incident in accordance with the Fault Incident reporting procedure specified in clause 16.2;
- 16.5.8. a Fault Incident occurrence on another authorised carrier's network or third party equipment;
- 16.5.9. Fault Incidents caused by the Customer, its servants or agents;
- 16.5.10. a Customer request for eir to test an element of the Service even if no Fault Incident has been detected and/or reported.

16.6. FAULT INCIDENT PRIORITY

Fault Incident priority is defined through Impact and Urgency, the priority classification is outlined in below Impact and Urgency tables.

Impact Matrix		
Impact 1 (Extensive/Widespread)	Definition	Major Business Impact: Outage with no workaround resulting in complete loss of core business systems to Customer.
	Example	<ul style="list-style-type: none"> · Total Customer network unavailable · Telephone switch unavailable · Total loss of internet connectivity · Core router unavailable
Impact 2 (Significant/Large)	Definition	Potential Significant Business Impact: Outage resulting in significant loss or degraded system services to Customer; however, operations can continue in a restricted mode.
	Example	<ul style="list-style-type: none"> · Failure or system degradation in any of the following areas: cluster controller, hub, router, servers, data switch, server application, data-link failure with an alternate route, video services, voice mail system. · Significantly degraded response from critical applications and databases.
Impact 3 (Moderate/Limited)	Definition	Batch/on-line/hardware problems resulting in minimal impact to system and system availability.
	Example	<ul style="list-style-type: none"> · Single Minor Hub site or non-business critical services affected by partial or full service outage. · Redundant components failure
Impact 4 (Minor/Localised)	Definition	<ul style="list-style-type: none"> · Single points of failure resulting in impact to: · Single end-user; Single devices; Non-critical peripherals.
	Example	<ul style="list-style-type: none"> · Telephone · End-user software (e.g. LAN access, password resets) · Network services warnings.

16.7. URGENCY MATRIX

If Customer believes that either the nature or impact of the Fault Incident is more or less serious than they initially thought Customer agrees to update the Service Desk with the additional information so that they can determine if the priority needs to be changed.



Urgency Matrix		
Priority	Description	Definition
P1	Critical	<p>Business critical service down resulting in a complete loss of service. Work cannot reasonably continue and the operation is mission critical to the business. A Priority 1 incident has one or more of the following characteristics:</p> <ul style="list-style-type: none"> • A critical function is not available. • Service cannot be accessed – hangs indefinitely. • Service crashes repeatedly after restart attempts. • Service shows error messages and does not pass self-test.
P2	High	<p>Causes a critical situation, however does not cause total failure of service. A Priority 2 incident has one or more of the following characteristics:</p> <ul style="list-style-type: none"> • Degradation of service performance such that there is a serious impact to use • The system is usable but one or more functions are inoperable. • Operations can continue in a restricted fashion. • Redundant components fail, not impacting business services but introducing temporary single points of failure.
P3	Medium	<p>Causes an inconvenient situation with minor impact on service. The impact is minor, which may require a workaround to restore functionality.</p>
P4	Low	<p>The incident causes no loss of service.</p> <p>General information and questions on live services. Requests for support of change (e.g. scheduled planned maintenance window including installations and upgrades).</p>

17. ESCALATION MANAGEMENT

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

17.1.1. If they believe that either the nature or impact of the issue is more serious than initially thought;

17.1.2. If they are dissatisfied with the progress of a particular Fault Incident.

17.2. Escalations relating to Service Operations can be initiated at any time by contacting the Service Desk and requesting escalation via the Duty Manager who will discuss the situation with the person requesting the escalation and take whatever action is agreed between them. The current escalation matrix can be found at www.eir.ie/business/escalations-matrix

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

17.4. It is at the discretion of the customer to decide whether or not an issue requires escalation.

18. COMPLAINT MANAGEMENT

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



details:

Type	Email
All eir Business Customers	ccm@eir.ie

19. COMPLIMENT MANAGEMENT

- 19.1. eir compliment is defined as – unsolicited positive feedback from a Customer regarding the quality of the services and the way the services were provided by eir. This is separate to the Customer satisfaction process.
- 19.2. The compliments will be recorded by eir, shared with the relevant team and the line management and formally acknowledged with the Customer.
- 19.3. To submit a compliment to eir, Customers can use the following contact details:

Type	Email
All eir Business Customers	CRCEscalations@eir.ie

20. CUSTOMER SATISFACTION

- 20.1. The eir representative will identify Customer representatives to participate in the Customer satisfaction process as part of the business relationship management process. eir run a number of work streams to measure Customer satisfaction which is measured to enable eir to compare performance with Customer satisfaction targets and previous surveys.
- 20.2. The main two procedures to capture Customer satisfaction are as follows:
- 20.2.1. Formal Customer satisfaction survey

The Formal Customer Satisfaction surveys are designed to enable Customers to provide the information easily and accurately. Significant variations in satisfaction levels will be investigated and the reasons analysed. The results and conclusions will be discussed and agreed with the Customer. The follow up actions will be agreed with the Customer and added to the Customer Continual Service Improvement (CSI) plan with progress reported back to the Customer as part of CSI process.

20.2.2. Customer satisfaction rating

During a service review meeting Account Manager will request a rating in a number of areas from the Customer in relation their current satisfaction with eir. The follow up actions will be agreed with the Customer and added to the Customer CSI plan with progress reported back to the Customer as part of CSI process

21. PREREQUISITES, DEPENDENCIES AND RESTRICTIONS

There are a number of prerequisites the customer must have in place in order for the Service to be delivered. These are outlined in the customer technical requirements guide which will be provided prior to the initial site survey and install.