

Appendix 1G – Current Service Level Agreements (SLAs)

In consideration for the Contractor carrying out the Services in respect of the SLAs under this Agreement, the Contractor shall be entitled:

- (a) after prior agreement with the Broadcast Manager, to exercise, the rights to carry out the obligations of the Contracting Authority under the SLAs as provided for in the SLAs and on behalf of and for the account of the Contracting Authority; and
- (b) after prior agreement with the Broadcast Manager, to waive any of the rights and/or obligations owed by third parties to the Contracting Authority pursuant to the SLAs save in respect of financial rights or financial obligations owed by the third parties to the Contracting Authority pursuant to the SLAs.

The Contracting Authority shall notify the Contractor of any termination or expiration of an SLA or, where it sees fit, of its intention to terminate or allow the expiration of an SLA. The Contracting Authority may consult with the Contractor prior to the renegotiation, variation, extension or renewal of the terms or conditions of any SLAs. The Contracting Authority acknowledges that any renegotiation, variance, expiration, extension, termination or renewal of a SLA shall and may not affect the Services to be provided to the detriment of the Contractor or decrease the Fees to be paid under this Agreement without the prior written agreement of the Parties in accordance with the Change Request Procedure.

Notwithstanding any other provisions of this Agreement, it is acknowledged and agreed that the Contractor is not required to invest in any additional Equipment and that the Contractor is not in breach of this Agreement and, subject to the Contractor's obligations under Appendix 1A, has no responsibility or liability to the Contracting Authority or any other person as a result of any Service Failure or breach of this Agreement which is a result of any inadequacy, fault, error, shortfall or design flaw in the Equipment.

Technical Supervision and 1st and 2nd Line Maintenance Services in Respect of Service Level Agreements

1. The following Schedule sets out the Services in respect of the third-party SLAs that the Contractor shall provide, and which shall be facilitated by the Contracting Authority.
2. In the event of a breakdown or fault of the Equipment in respect of which there is an SLA, the Contractor shall, as appropriate: -
 - (i) identify whether a breakdown or a fault of the Equipment exists;
 - (ii) investigate the cause of the breakdown or fault of the Equipment;
 - (iii) attempt to remedy a breakdown or a fault of the Equipment where the Contractor believes it may be possible, advisable or permissible under an SLA to do so;
 - (iv) contact the relevant Third-Party Contractor with whom/which the Contracting Authority has an SLA in order to inform he/she/it of the breakdown or fault and his/her/its obligations under the relevant SLA;
 - (v) correspond with the relevant Third-Party Contractor with regard to the appropriate means and location of remedial works in respect of any breakdown or fault of the Equipment; and
 - (vi) obtain an estimate of time and/or cost of repair or replacement of the Equipment from the relevant Third-Party Contractor;
 - (vii) where reasonably possible use alternative equipment to the faulty Equipment as are necessary to ensure the proper continued provision of the Services.
3. In the event of routine or scheduled maintenance services being recommended and/or provided in respect of any Equipment under an SLA ("Scheduled Maintenance Services"), the Contractor shall: -
 - (i) contact the relevant Third-Party Contractor with whom/which the Contracting Authority has an SLA in order to schedule the Scheduled Maintenance Services;
 - (ii) schedule and organise the Scheduled Maintenance Services with the relevant Third-Party Contractor;
 - (iii) correspond with the relevant Third-Party Contractor with regard to the appropriate means and location of the Scheduled Maintenance Services; and
 - (iv) where appropriate, obtain an estimate of time and/or cost of the Scheduled Maintenance Services from the relevant Third-Party Contractor.

4. Provided that the Broadcast Manager has approved the placing of an order with the relevant Third Party Contractor for the repair or replacement of particular Equipment, or any Scheduled Maintenance Services for which there is a Cost, the Contractor shall manage the Third Party Contractor's remedial and replacement work and/or Scheduled Maintenance Services on the Contracting Authority's behalf by:
 - (i) placing a final order for remedial and replacement work or Scheduled Maintenance Services with the Third-Party Contractor;
 - (ii) delivering the broken or faulty Equipment to the Third-Party Contractor or their approved distributors, agents or suppliers, if the Contractor considers it necessary or appropriate;
 - (iii) supervising the carrying out of remedial and installation work by Third Party Contractors at the Premises, if the Contractor considers it necessary or appropriate;
 - (iv) receiving and processing invoices from Third Party Contractors for remedial and installation work carried out, replacement material or equipment provided, or Scheduled Maintenance Services provided by Third Party Contractors;
 - (v) reviewing each invoice received from Third Party Contractors with reference to orders placed by the Contractor with the Third-Party Contractor, the remedial and replacement work carried out by Third Party Contractors together with any replacement material and equipment, or Scheduled Maintenance Services provided by Third Party Contractors;
5. The Contractor shall monitor the operations of all Service Level Agreements on behalf of the Contracting Authority and in particular, the Contractor shall: -
 - (i) Budget on an annual basis for the services and replacement materials that would be expected to be provided by Third Party Contractors under an SLA and advise the Contracting Authority of such costs;
 - (ii) attend annual reviews of the performance of the SLAs with the Broadcast Manager;
 - (iii) maintain records of breakdowns of and faults pursuant to the MMS and maintain records of routine and/or scheduled maintenance;
 - (iv) liaise with Sony with a view to establishing a reporting system reporting on the use of the archive and storage system for the Content (i.e. the Petasite which forms part of the Equipment); and
 - (v) maintain logs and schematics drawings of the Equipment as part of the MMS;

subject to receiving reasonable support, assistance and information from the Contracting Authority and/or relevant Third-Party Contractors.

6. The Contractor is not liable or responsible for any Equipment for which there is no SLA or an inadequate SLA or for any Equipment which the Contracting Authority declines to have maintained, repaired or replaced in accordance with the Contractor or Third Party Contractor's recommendation and will not be in breach of this Agreement as a result of any failure of any or all such Equipment.
7. It is acknowledged that the manufacturer(s) listed below constitute Third Party Contractors with which the Contracting Authority has an SLA on the Effective Date.

Name of Product / Service	Description of Requirement	Current Contractor
Link to RTÉ	Channel dedicated to the broadcast of proceedings on SAORVIEW	RTÉ
Link to Sky	Channel dedicated to the broadcast of the proceedings on SKY	BSkyB Ltd.
Link to Virgin	Channel dedicated to the broadcast of the proceedings on Virgin	Virgin Media Ireland Ltd
Hardware, Software and Support	Maintenance Support of the Broadcast Automated Playout Solution, Broadstream, Visionmixer	Libirel Communications Ltd.
Hardware, Software and Support	Supplier and support of Fortigate equipment	Ekco
Hardware, Software and Support	Support for Avid and LiveU systems and Recording and Archiving	Tyrell Content Creation Tools Ireland Ltd.
Hardware, Software and Support	Support for DTF2 and Beta Tapes – legacy archive migration	Codory
Hardware, Software and Support	Support for Audiomixer	Synthax
Hardware, Software and Support	Supplier and support for SDI Router	Grassvalley

Software and Support	Provision of EPG Services for Oireachtas TV	PA Media
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