



BUSINESS FIBRE

SPECIFIC SERVICE AGREEMENT



Business Fibre Specific Service Agreement (“SSA”)

1. These terms and conditions govern the provision by Sapphire of an IP transit between the Customer’s network and the Internet, a SIP trunk for local and international telephone calls, a private Ethernet transit between connected sites, a u-mee TV feed, and all other additional services that may be acquired as part of the Business Fibre Service.
2. These terms and conditions are supplemental to, form part of, and must be read with, the Customer Master Agreement entered into between Sapphire and the Customer.
3. These additional terms and conditions take effect and shall bind the parties immediately upon the application by the Customer to Sapphire for the provision of the Service or on first use of the Service by the Customer.
4. Where IP addresses, telephone numbers or a User ID are allocated to the Customer, these are for use in connection only with the Service and all rights in these belong to Sapphire. The Customer cannot sell them, share them or agree to transfer them to anyone else and must not try to do so. Sapphire reserves the right to change them if required to do so due to technical, regulatory or legal reasons. They will all revert to Sapphire on termination of the relevant Service unless any telephone numbers have been ported to another telecommunications operator in which case only those telephone numbers that have been ported will be made available to that telecommunications operator for the Customer’s ongoing use in accordance with the Gibraltar Regulatory Authority’s requirements and established procedures.
5. On receipt of the request from the Customer for the Service, Sapphire will provide the Customer with timescales (which may be estimated) for the provision of the Service and will use its best endeavours to deliver the Service within the timescale or as soon as possible thereafter.
6. Sapphire will notify the Customer once it is ready to activate the Service and the parties shall arrange a mutually convenient date for activation.
7. The obligation to pay for the Service shall arise on activation by Sapphire, save for when there are performance-affecting faults caused by Sapphire and notified immediately in writing by the Customer to Sapphire. In such circumstances the obligation to pay shall not arise until such performance affecting faults have been remedied by Sapphire and notified to the Customer.
8. Sapphire will invoice the Customer monthly at the start of each calendar month for the Service. The Subscription and Charges are payable in advance. Amounts owing for telephone calls and services (“Usage Fees”) are payable in arrears.
9. The first invoice for the Service will contain any Usage Fees and partial Subscription and Charges for the provision of the Service that month, calculated pro-rata from the date of activation for that period of billing. Thereafter, the Customer will receive full monthly-consolidated invoices in respect of the Service.
10. The monthly Subscription invoiced to the Customer shall be calculated as per Sapphire’s prices according to the service(s) required. Payment of Sapphire’s invoices will be evidence of the acceptance of the Service.



11. The Customer hereby warrants and undertakes to pay Sapphire the Subscriptions and Charges in accordance with the CMA.
12. The Customer can terminate this Service or any additional services in accordance with the provisions set out in Schedule 1.
13. Sapphire will maintain the Service and repair faults according to the Service Level Agreement as set out in Schedule 2.



Schedule 1 Termination

TERMINATION NOTICE

The Customer may terminate this Service or any additional services at the end of any calendar month by giving at least one month's notice in writing. Termination of this Service will result in the concurrent termination of any associated additional services which cannot be provided without this Service.

TERMINATION CHARGES

If the Service is terminated within the first twelve months, the termination charge will be equal to all of the unpaid Subscriptions that would have been incurred for the Service for the remaining duration of the first twelve-month period.

If any additional service is terminated within three months of being acquired, there will be a termination fee equal to all the unpaid Subscriptions that would have been incurred for that additional service for the remaining duration of those three months.



Schedule 2 Service Level Agreement (“SLA”)

AVAILABILITY

The Service shall be available 24 hours per day, 7 days per week except for scheduled maintenance.

SCHEDULED AND EMERGENCY MAINTENANCE

Sapphire will provide the Customer with as much notice as possible of any scheduled or emergency maintenance which might lead to service disruption, with a minimum notice period on scheduled maintenance as may be defined in any additional services that may have been acquired.

CONTACT POINTS

The Customer will report Service problems as set out below:

Monday to Friday (except Bank Holidays), 8am to 8pm, or as defined by any additional services that may have been acquired:

Tel: +350 20049784

E-Mail: noc@sapphire.gi

Any communications from Sapphire will be made to the Customer as specified in the Application Form.

All communications will be made in English.

PROBLEM REPORTING AND RESOLUTION

Sapphire is responsible for detecting and remedying faults in the Service. Sapphire will endeavour to keep the Customer updated and repair any faults reported by the Customer or its agents as soon as possible. Any faults reported after Normal Working Hours may not be investigated until Normal Working Hours recommence.

TOTAL UNAVAILABILITY AND PENALTY PAYMENTS

If the Service is unavailable for more than 24 continuous hours, Sapphire will credit the customer with the total downtime.