



# **ENTERPRISE BASIC IP TRANSIT**

# **SPECIFIC SERVICE AGREEMENT**

## Enterprise Basic IP Transit Specific Service Agreement (“SSA”)

1. These terms and conditions govern the provision by Sapphire of a DDoS protected IP transit between the Customer’s network and the Internet and are supplemental to, form part of, and must be read with, the Customer Master Agreement entered into between Sapphire and the Customer.
2. 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.
3. The provision by Sapphire to the Customer of the IP transit shall be in accordance with the provisions of this agreement.
4. The monthly Subscription invoiced to the Customer shall be calculated as per Sapphire’s prices as published on Sapphire’s website according to the Service Required. The current price list is set out in Schedule 1. Payment of Sapphire’s invoices will be evidence of the acceptance of the Service requested.
5. The Customer hereby warrants and undertakes to pay Sapphire the Subscriptions and Charges as published on Sapphire’s website and set out in Schedule 1 in accordance with the CMA.
6. The Customer can terminate this Service in accordance with the provisions set out in Schedule 2.
7. On receipt of the request for the Service, Sapphire will supply the Customer with the Service requested within the timescale as published on Sapphire’s website.
8. Sapphire will notify the Customer once it is ready to activate the Service and the parties shall arrange a mutually convenient date for activation.
9. 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.
10. Sapphire will invoice the Customer monthly for the Service. The first invoice for the Service will contain any partial 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.
11. Sapphire will maintain the Service and repair faults according to the Service Level Agreement as set out in Schedule 3.

## Schedule 1 Price List

### CONNECTION FEE

Installation and connection fee: £2,000.

This is a one-off fee for the installation of the line to a termination box in the Customer's Premises.

Sapphire reserves the right to charge the Customer for any additional work required by the Customer within the Customer premises at Sapphire's standard rate as published on their Website, currently £50 per hour or part thereof.

### MONTHLY SUBSCRIPTION

The price per calendar month for full duplex IP Bandwidth is as follows:

128Kb	£375	1Mb	£1,700
256Kb	£600	2Mb	£2,850
512Kb	£1,000	4Mb	£4,850

**Subscriptions are payable in advance on a monthly basis and in any event within 14 days of issue of invoice. A daily late payment may attract interest charges.**

### CALLOUT RATE

Sapphire will provide technical support during Normal Working Hours which are Monday to Friday (except public holidays), 09:00 to 17:30.

During normal working hours Sapphire will charge, at a callout rate of £75 per hour or part thereof, for any Customer report of a fault in which investigation lasts more than ten minutes and is known or is subsequently discovered to be due to a fault with the Customer's Terminal Equipment or network.

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## Schedule 2 Termination

### TERMINATION NOTICE

The Customer may terminate the Service at the end of any calendar month by giving at least three months notice in writing.

The subscription rates in respect of the three month notice period shall be the lower of the rates applicable during the termination period.

### TERMINATION CHARGES

There are no termination charges.

## Schedule 3

# 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.

### CONTACT POINTS

The Customer will report Service problems as set out below:

During Normal Working Hours:

Tel: +350 20047201

Fax: +350 20047271

24 Hours per Day:

E-Mail: [support@sapphire.gi](mailto:support@sapphire.gi)

Any communications from Sapphire to the Customer will be made to the Technical Contact 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.