Terms & Conditions

G-Cloud 15

Lot 3

Colt Network, Application, Cloud and Security Services

Document Version	V1
Release Date	30/01/2026
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These General Terms and Conditions ("**GTC**") shall apply to the provision of any service and/or the sale of equipment by Colt to Customer. Customer business terms are expressly excluded.

1. Order and Term

1.1 This Order ("**Order**") constitutes a service contract between Colt and Customer and comprises the Order Confirmation (as defined below), an order form, any service description, service level agreement, applicable service specific terms, these GTC and any pricing sheet in respect of voice services which the parties agree to include (**"Pricing Sheet"**). In case of conflict between documents, they shall take precedence in the order above.

1.2 An Order Confirmation means either (a) a notice from Colt confirming that it accepts the relevant order form, (b) a notice communicating the expected installation date or (c) Colt's acceptance of the order form in accordance with clause 14.6.

1.3 The Order takes effect on the date of Order Confirmation. Any subsequent cancellation or change is only possible as set out in, and subject to, these GTC. Cancellation or change outside of these GTC may lead to early termination charges according to these GTC. Each Service set out on the order form (**"Service"**) is terminable individually and in its own right. Termination of the whole Order terminates all Services under the Order. Unless set out differently in the Order the initial term in respect of any Service identified on the order form shall be 12 months from the earlier of (a) the date that the Service is ready for use as communicated by Colt to Customer or (in the case of an Online Order) as set out in clause 14.7 ("**RFU Date**"); (b) the date Customer starts using the Service other than for testing purposes; or (c) the date determined by Colt at its sole discretion following a delay by Customer to provide Delivery Cooperation or failure by Customer to agree the timing of delivery pursuant to clause 6.3 ("**Service Initial Term**"). Before expiry of the Service Initial Term, the Service can only be terminated in accordance with clauses 2.1, 2.4, 6.1, 6.2, 6.3, 9.2, 9.3, 11.3 or 15.3 of these GTC. On or after expiry of the Service Initial Term, the Service shall continue in force until it is terminated in accordance with any of clauses 2.4, 2.5, 9.1, 9.3, 11.3, or 15.3 of these GTC.

1.4 In this Order, **"Affiliate"** means, in relation to a party, any entity controlling, controlled by, or under common control with that party, where "control" means the possession by any person or its nominee(s) directly or indirectly of the power to direct or cause the direction of the management of another person and "controlled" and "controlling" shall be construed accordingly.

1.5 Any of the documents referred to in these GTC are available in electronic format (unless a specific format is specified or in paper upon request).

1.6 For the duration of the Order Customer shall provide Colt with any reasonable assistance and co-operaton necessary for Colt to provide the Service and carry out any necessary maintainence.

2. Charges

2.1 Charges will be set out in the Order; if not, Colt's current standard charges apply. If a third party is needed for the delivery of a Service, the third-party costs, which are incorporated in the charges, are subject to survey of the relevant site or review or confirmation by the third party. Such survey, review or confirmation may result in a change to the costs. Any such change will be passed on to Customer in its entirety as part of the charges. Colt shall notify Customer of any revision to the charges before the Service becomes capable of acceptance. In the case of an increase, Customer may either (a) inform Colt that Customer accepts the increased charges or (b) terminates the Order (or relevant part thereof) by giving Colt notice in compliance with clause 9.5. Following notice of an increase to the charges, Colt shall not be obliged to carry out any further activity in relation to the Order unless and until Customer exercises option (a) above.

2.2 All charges stated on the Order will be exclusive of VAT unless specified otherwise.

2.3 Colt may charge Customer interest on overdue sums at the annual rate of 5% above the base lending rate of the Bank of England from time to time, such interest to accrue daily.

2.4 In case of a pricing change for voice services imposed on Colt by another carrier of voice services, Colt may revise any corresponding charges set out on a Pricing Sheet by an equivalent margin to that imposed by such carrier. Such revision will not take effect prior to the date on which the pricing change imposed on Colt takes effect. Customer shall be deemed to have accepted the revised charges unless, in case of an increase to monthly recurring charges, Customer has terminated the Order by giving Colt 30 days' written notice. For the avoidance of doubt, Customer shall not have any right to terminate the Order in the case of an increase only to call charges (whether inbound or outbound).

2.5 Colt may revise the charges for the provision of a Service at any time after the expiry of the Service Initial Term by providing Customer with 30 days' written notice prior to the revision taking effect. Customer shall be deemed to have accepted the revised charges unless, in case of an increase, Customer terminates the Order by giving Colt 30 days' written notice of Customer's intention to do so.

2.6 Charges may be changed at any time to comply with any change of mandatory law or regulations which directly affects Colt or any of Colt's third-party suppliers.

3. Payment

3.1 Payment shall be due 30 days after the date of invoice.

3.2 Colt will send invoices to Customer by email or in an electronic format, unless both parties agree to send invoices by post. The format of the invoice shall not affect Customer's obligation to make payment under clause 3.1 or Colt's rights under clauses 2.3 and 5. Colt shall endeavour to issue invoices as soon as reasonably possible. A failure to issue an invoice or a correct invoice is not and may not be interpreted as a waiver of charges.

3.3 Invoices are deemed accepted if not disputed, with detailed evidence of the dispute, within 30 days of the date of the invoice. If disputed, Customer must still pay the undisputed part of the invoice by the due date.

3.4 Colt may limit how much Customer can be in debt to Colt ("**Credit Limit**"). Colt will inform Customer what Customer's Credit Limit is. Colt may change it from time to time. If Colt has not told Customer what its Credit Limit is, it is nil, and all charges must be paid in advance.

4. Fraud

Customer shall not, through acts or omissions, use, or allow third parties to use the Services for any fraudulent, or unlawful purposes or against the Colt Acceptable Use Policy published on Colt's website (www.colt.net/legal/terms-and-conditions/). Customer shall ensure there are adequate safeguards in place to prevent fraudulent or unlawful activity, whether arising in connection with Customer's equipment or otherwise. Customer is solely responsible for any fraud that occurs and any charges arising as a result. Colt has no responsibility or liability over the configuration, use or operation of Customer equipment unless Colt has expressly agreed otherwise in writing.

5. Suspension of Delivery

Colt may, without prejudice to any other right or action Colt might have, suspend the Services: (a) on giving 7 days' prior notice (or longer if required by law) if Customer does not pay an invoice or where disputed the undisputed part thereof, when due or are in breach of any other term of the Order, or (b) immediately if Customer's Credit Limit is exceeded or c) Colt reasonably suspects that a Service (or any other service provided by Colt or any Colt Affiliate to Customer under another order) is being used for fraudulent or unlawful purposes.

6. Delivery

6.1 Each Service will be deemed accepted from its RFU Date or, if earlier, the date Customer starts using the Service other than for testing purposes, unless Customer notifies Colt in writing within 5 working days of the RFU Date of Customer's reasonable belief that the Service is not ready for use. Customer must provide reasons for that belief. In this event Colt shall endeavour to resolve the issue and provide an updated RFU Date. The Service will be deemed accepted in accordance with the same process as set out in the preceding sentences. If Customer notifies Colt in writing on a second occasion (or on any subsequent occasion) of Customer's reasonable belief that the Service is not ready for use then either party may give notice of termination of the Order (or relevant part thereof) in accordance with clause 9.5.

6.2 Customer shall ensure that prior to delivery it has obtained all rights of way, wayleaves and any other third party consents necessary for Colt to access premises and carry out works required to provide Services. Customer shall ensure that any third parties (including Customer landlord, if any) provide Colt, with all co-operation (including all relevant information and access to all sites) necessary for Colt to provide the Services as promised ("Delivery Cooperation and Consents"). If the RFU Date is delayed by more than 30 days beyond the issue of a "Task Delay Notification" (which is a Colt system generated email notifying Customer of the delay), due to Customer's failure to provide Delivery Cooperation, then Colt may upon the expiry of such 30 day period (regardless of Customer's inability to use the Service due to such delay) at Colt's sole discretion either terminate the Service in accordance with clause 9.5 or begin the Service Initial Term and start invoicing the charges. Customer shall indemnify Colt for any third party claims made against Colt as a result of Customer's failure to obtain the Delivery Cooperation and Consents in this clause 6.2. se 6.2.

6.3 If Colt agrees, using Colt's sole discretion, to defer the delivery of a Service upon Customer's request, Service charges shall be charged from the original RFU Date. If Colt is unable or unwilling to comply with such a request, Colt will promptly notify Customer and if agreement is not reached within 5 calendar days of such notification on the timing of delivery and any changes to the charges, then Colt may terminate the Order (or relevant part thereof) in accordance with clause 9.5 or begin the Service Initial Term and start invoicing the charges.

6.4 Property and title to Colt equipment installed at Customer's or a third party's site for the provision of Service remains with Colt and Customer shall apply, and shall ensure any such third parties apply reasonable care and comply with any instructions which Colt may issue in relation to it.

6.5 Where equipment is sold, risk shall pass to Customer on delivery. Colt retains property and title until Colt receives full payment of the purchase price.

7. Warranty and Service Levels

7.1 Colt warrants that the Service shall be provided in accordance with the Order using reasonable skill and care.

7.2 In case of the Service not fulfilling the contractually agreed requirements Colt shall remedy the Service in accordance with the SLA or, in the absence of an SLA, within a reasonable period and Customer may claim Service credits in accordance with the SLA.

7.3 Where equipment is sold, Colt will pass onto Customer the benefit of any warranty (if any) Colt receives from the supplier of the equipment.

8. Intellectual Property

Customer is not granted any intellectual property rights unless otherwise expressly agreed in writing by the parties.

9. Termination

9.1 Either party may terminate the Order in whole or in part by giving 90 days' written notice to take effect at the end of a calendar month and no earlier than the end of the Service Initial Term. Customer shall pay all charges applicable until the date of termination.

9.2 Upon Customer's request Colt may at its reasonable discretion agree to cease the installation of a Service prior to installation, provided that the charges applicable until the end of the advised Service Initial Term shall remain applicable and payable notwithstanding the earlier termination.

9.3 Either party may terminate the Order in whole or in part immediately by giving notice in writing: (a) if the other party commits a material breach of the Order (including non-payment of undisputed charges by Customer when due) and, if the breach is capable of remedy, fails to remedy the breach within 30 calendar days upon written notice to do so; (b) if the other party is threatened to become insolvent, becomes insolvent or ceases business; or (c) in the case of any of the circumstances described in clause 9.4.

9.4 The circumstances referred to in clause 9.3 are (a) that any Service has been used, or is being used, for fraudulent purposes; (b) that any other service provided by Colt to Customer or any of Customer's Affiliates under any other order has been used, or is being used, for fraudulent purposes; (c) that Colt reasonably suspects that any other service provided by Colt to Customer or any Customer Affiliates under any other order has been used, or is being used, for fraudulent purposes.

9.5 Any termination under clauses 2.1, 6.1, 6.2, 6.3 or 11.3, must be notified by the terminating party to the other party in writing, which shall take effect on the date of the notice unless a later date is specified.

9.6 In the event of a termination by either party under any of clauses 6.2 or 6.3 Customer shall pay early termination charges comprising of the following: (a) charges which are equal to the fixed charges (one time and recurring) that would have been payable for the first twelve (12) months of the Service Initial Term had the order not been terminated (not including any charges already validly invoiced prior to termination which shall remain payable in their own right); and (b) the value of any other third party costs (to the extent that they relate to Services to be provided within the Service Initial Term and after the expiry of such twelve (12) month period) which Colt has already incurred or has committed to as at the date of termination. For the avoidance of doubt, these payment obligations are without prejudice to any claims for damages that either party may have against the other.

10. Limitation of Liability

10.1 Nothing in these GTC shall limit or exclude either party's liability:

10.1.1 for any loss to the extent it is caused by fraud;

10.1.2 for death or personal injury caused by its (or its agents') negligence;

10.1.3 for any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

10.1.4 that may not otherwise be limited or excluded by law.

10.2 Notwithstanding Customer's obligation to pay all undisputed invoices under clause 3 above, each party's and their Affiliates' annual aggregate liability for all claims, losses, expenses or damages arising from breaches of this Order, statutory breaches, tortious acts or otherwise, in a Contractual Year (as defined below) shall be limited to 100% of the charges actually paid to Colt under this Order in that Contractual Year. Contractual Year starts from the date of the Order Confirmation or its anniversary and ends 12 months later (or, if earlier, on the date of expiry or termination of the Order).

10.3 Neither Party shall be liable whether based on a claim in contract, tort (including negligence), under an indemnity, breach of statutory duty or otherwise arising out of, or in relation to, these GTC:

10.3.1 for any direct or indirect: (i) loss of profits; (ii) loss of revenue; (iii) loss of anticipated savings; (iv) loss of business opportunity; (v) loss of goodwill or injury to reputation; (vi) or loss of, damage to or corruption of data; or

10.3.2 for any indirect and consequential loss.

10.3.3 For the avoidance of doubt nothing in the foregoing shall impede or limit Customer's obligation to pay undisputed invoices under clause 3 above.

10.4 Service credits shall be Customer's sole remedy for a breach of the SLA.

10.5 The limitations and exclusions in this clause 10 shall apply regardless of whether either party has been made aware of the possibility of the relevant loss.

10.6 Customer shall reimburse Colt for all additional costs (including repair costs) that Colt and its Affiliates may incur due to any delay or omission in the fulfilment of Customer obligations or responsibilities. Colt may invoice Customer for any such costs incurred if Colt provides a record of the relevant failures.

11. Force Majeure

11.1 "**Force Majeure**" event means, any event beyond the reasonable control of the Parties, including (but not limited to) the following events and related events arising out of any of them: fire, flood, unusually severe weather, war, warlike circumstances, action of civil or military authority, terrorist acts, an epidemic or a pandemic, strikes, lockouts, fibre and/or cable cuts (including time taken to repair it), power outages and/or electrical disturbances on networks, any law made or any action taken by a government or public authority.

11.2 Neither Party shall be liable for any Force Majeure event.

11.3 If either Party is prevented, hindered or delayed from or in performing any of its obligations under this Order, by a Force Majeure event, such obligation will be suspended while the Force Majeure event continues and neither Party will be deemed to be in breach of such obligations.

11.4 If the Force Majeure event affects a Party's ability to meet its obligations for more than thirty (30) consecutive days then either Party shall be entitled to terminate the affected Service(s) immediately upon written notice.

12. Data Protection

12.1 In this clause 12:

12.1.1 "**Data Controller**" (or simply "**Controller**") and "**Data Processor**" (or simply "**Processor**") and Data Subject have the meanings given to those terms under Data Protection Laws.

"**Data Protection Laws**" means all laws and regulations of the European Union relating to Personal Data, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ('GDPR'), the UK GDPR and any and all applicable data protection laws and regulations, as amended from time to time and as developed by any local regulation.

12.1.2 "**Data Retention Laws**" means the Investigatory Powers Act 2016;

12.1.3 "**Personal Data**" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

12.1.4 Capitalised terms not defined in this clause 12 shall have the meaning given in the Data Protection Laws.

12.2 The Parties agree that for any Personal Data processed by either party in connection with these GTC, such as contact information of each Party employees or contractors or any personal Data of the signatories of the Order Form or other Personal Data provided by the Customer and Colt to execute the Contract, each Party is an independent Data Controller and will comply with their respective obligations under the Data Protection Laws.

12.3 Each party shall comply with the requirements of Data Protection Laws applicable to Data Controllers in respect of the provision of the Services and otherwise in connection with these GTC and shall not knowingly do anything or permit anything to be done which might lead to a breach by the other party of Data Protection Laws.

12.4 The legal basis for Colt's processing Personal Data shall be the contractual obligation and the legitimate interest arisen in these GTC to provide the Services. Colt as Data Controller will process Personal Data for the purposes of maintaining and managing the contractual relationship with the Customer, including the performance of quality controls and the provision of training where appropriate.

12.5 Colt may transfer Personal Data or make Personal Data accessible within and outside the EEA to its affiliates, agents and subcontractors. A list of Colt companies and branches can be found at www.colt.net/legal/.These transfers are made in compliance with Data Protection Laws and EDPB guidelines. The transfers within Colt Group are carried out by means of its Binding Corporate Rules (BCRs). Decisions approving Colt BCRs can be found on the EDPB's website and any query on its content should be sent to gdpr@colt.net..

12.6 Personal Data will be processed for the duration of the contract, exception made for Colt's obligations under Data Retention Laws or for the defence of legal claims.

12.7 Data Subjects may exercise their data protection individual rights via email to gdpr@colt.net, with a copy of a document

of identification for security purposes and outlining the right which they wish to exercise. In addition,Data Subjects can refer to Colt's Data Protection Officer can be contacted at DPO@colt.net for any query related to the processing of the referred Personal Data by Colt.

12.8 If Colt has access to Personal Data of third parties related to the Customer, the Customer undertakes to have informed and obtained the consent of those third parties to have their data used by Colt for the purposes set out above and to inform them of their ability to exercise their rights.

12.9 Data Subjects may also file a complaint before the relevant Supervisory Authority.

12.10 More information on the use and processing of Personal Data by Colt, is available at (www.colt.net/legal/data-privacy/).

12.11 If Colt processes Customer's Personal Data as Data Processor following the instructions of the Customer regarding the purpose and the means of such processing Colt will be considered Data Processor and shall follow the instructions provided by the Data Controller detailed in a data processing agreement executed between the Parties.

13. Confidentiality

13.1 "**Information**" means any information, prices, data, practical know-how and documentation which receiving party receives from disclosing party except that which: (a) is in the public domain, and/or (b) was contained in documents rightfully known to receiving party prior to receiving same from disclosing party, and/or (c) receiving party lawfully received from a third party without that third party's breach of agreement.

13.2 Receiving party shall not disclose, or permit access to, any portion of the Information to any person except: (a) if such person is an agent, sub-contractor, Affiliate, auditor, professional advisor of receiving party and has a reasonable need to know the Information and such person is legally bound by similar confidentiality provisions to those contained in these GTC, or (b) if necessary to comply with legal or regulatory obligations.

13.3 This clause 13 shall continue to apply for a period of 5 years after expiry or termination of the Order.

14. Online Service Orders and APIs

Service Portal

14.1 Any provision of service and/or sale of equipment available for order through any automated online self-service Colt portal contracting platform shall be defined in these GTC as the "Service Portal" and the applicable Order placed through the Service Portal shall be defined in these GTC as the "Online Order". This clause 14 applies only where the Order is an Online Order. In case of any conflict with the rest of these GTC, this clause 14 prevails over the rest of these GTC only to the extent of such conflict.

User Access

14.2 Colt has provided Customer with a master login account to the Service Portal to allow Customer to manage its Services in the Service Portal. The Service Portal may provide functionality allowing Customer to create sub-accounts for more granular management of Services.

14.3 Customer is responsible for all activities carried out on the Service Portal under login credentials associated with it.

14.4 Customer is responsible for ensuring that the persons whose details are inserted in the Service Portal registration form ("Portal Authorized Users") are legally authorised to act as a user of the Service Portal on Customer's behalf and that they have the authority to legally bind Customer.

14.5 Customer is responsible for maintaining the confidentiality of the Service Portal account and password and for restricting access to its computer, and Customer agrees to accept responsibility for all activities that occur under its account or password. Colt reserves the right to refuse service, terminate accounts, remove or edit content at its sole discretion.

Online Order and Term

14.6 This Online Order takes effect from the Order Confirmation. The Order Confirmation is when Customer clicks an "I Accept" button or checks a box indicating acceptance of these GTC in the Service Portal or, if earlier, when Customer uses any of the Services and will be in force for the duration of the Order, as described in clause 14.7, or an electronic mail notice from Colt confirming that it accepts the relevant Online Order or any other electronic means that enables it to effectively communicate the acceptance of the Online Order to Customer.

14.7 The Online Order takes effect on the date of Order Confirmation. Unless stipulated differently in the Online Order, the Service Initial Term will be the one described in the Order Confirmation, starting from the RFU Date (being some minutes after the Order Confirmation). For any Service described in the Order as "flexible", no Service Initial Term will be applicable, and therefore the applicable Service will end when Customer terminates the Service by clicking a termination button in the Service Portal, with immediate effect (unless otherwise terminated in accordance with these GTC).

Charges

14.8 Charges for each Service are shown in the Service Portal and the specific pricing for each Order will be shown in the Order Confirmation.

14.9 Charging is either on a per usage basis or for a set billing period. Where a Service commences during a calendar related billing period, charges for that period will be pro-rated or per unit as detailed in the Service description.

APIs

14.10 Customer agrees that by accessing or using any application programming interface offered by Colt ("API"), it will enter a legally binding contract with Colt. Customer acknowledges and agrees that access or usage of any API will be governed by the "Colt API Terms" which are available upon Customer's request or at www.colt.net/CCP/API

14.11 Such contract regarding access or usage of APIs will be entered into by the Colt Affiliate that has agreed to accept an Order from Customer. Customer represents and warrants that it has full legal authority to enter into an agreement accessing or using an API with Colt and is entitled to do so on behalf of such entity and may bind it to the Colt API Terms. If Customer is not authorised to do so it may not access or use any API.

15. Miscellaneous

15.1 Any written notice given in connection with an Order may be served in writing by hand, normal First Class post, fax or electronic transmission (including by e-mail). Colt is committed to acting in a sustainable manner. Colt's preference is to use electronic communications including e-signature of the Order itself and usage of its online portals wherever they are available.

15.2 Colt may subcontract, assign or novate all or part of any Order (and associated rights and obligations) to a third party and Customer hereby consent to such sub-contracting, assignment or novation.

15.3 Each party shall comply with national equality and human rights legislations and ensure that it maintains policies to ensure non-discrimination against individuals based, on, but not limited to, their gender, gender identity, marital status, family status, age, disability, sexual orientation, race, ethnic origins and religion.

15.4 Each Party represents and warrants that it is not involved in any activity or it has not committed any act that could be considered as a violation of any regulation which goal is to prevent and/or repress bribery, corruption or money laundering and terrorism financing in any jurisdiction in which it carries on its business activities. Each Party has taken and will take at any time any appropriate measures, including the implementation of appropriate control measures, to ensure such compliance by each of its members and employees. Failure to comply with these obligations or should either party receive any complaint from a relevant law enforcement authority citing a failure to comply with these obligations will entitle that party to terminate the Order. The termination will be effective immediately upon notice.

15.5 Each Party represents and warrants that:

15.5.1 each of its Affiliates will comply with all applicable Environmental Laws including obtaining and maintaining during the term of this Order, all material approvals, authorisation, certificates, consents, licenses, orders and permits or other similar authorisations of all governmental authorities, or from any other person, that are required under such applicable Environmental Laws.

15.5.2 agree to use commercially reasonable efforts, and to cooperate in good faith with the other party to achieve its commitment to comprehensive science-based emissions reduction targets, approved by the Science-Based Targets Initiative (SBTi);

15.5.3 have not received written notice of material violation of Environmental Law and will maintain the relevant ISO accreditations and will duly inform the other party in writing if there is any change in such ISO certifications.

15.6 These GTC may be modified only upon mutual and properly documented agreement of both parties and any contractual or non-contractual matters arising out of or in connection with these GTC or the Order are governed by the laws of England, and subject to the exclusive jurisdiction of the English courts.

16. Disclaimer

Colt's proposal is not intended to create a binding contractual commitment. A signed Colt agreement is required to make pricing/services effective. This document may not be altered or edited to create an agreement. If you wish to purchase services on a term arrangement, please contact your Colt Account Manager.

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