

Terms & Conditions

G-Cloud 15

Lot 2b

Colt Intelligent Communications (CIC)

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1. Service Specific Terms

These service specific terms, including all attachments, (together “SSTs” or “Service Specific Terms”) are applicable in addition to, amend, and supplement the General Terms and Conditions (“GTCs”) and shall be deemed to be the service specific terms referred to in such GTCs. Your Order comprises the Order Confirmation, an online order, these SSTs, the Colt Intelligent Communications Service Description, the Colt Intelligent Communications Service Level Agreement, , the Colt Acceptable Use Policy and the GTCs. In case of conflict between these contractual documents, they shall take precedence in the order listed in the preceding sentence.

Definitions and Interpretation

In these Service Specific Terms, the following words shall have the meanings set out in addition to other contractual documents listed hereabove. :

“**Advanced Hardware Replacement**” shall have the meaning set out in clause 3.8;

“**Affiliate**” means any entity directly or indirectly controlled by a party and “controlled” shall mean the ability to direct and control the business of such entity;

“**Contract Specifications**” means the Order as governed by “click through” terms and conditions agreed through the On Demand Portal, and any related purchase order, statement of work and other terms in each case being mutually executed or included by reference;

“**Colt**” means the Colt Affiliate executing the Order and where the context admits any other Colt Affiliate;

“**Customer**” means the customer executing the Order;

“**Deliverables**” means customised software, customised hardware, documentation or other work product produced by Colt under the Order;

“**EULA**” means an end-user licence agreement applying directly between the applicable Vendor and the Customer in relation to Products;

“**Excluded Claims**” shall have the meaning set out in clause 2.4;

“**Fault**” means a service affecting error or defect in the Maintained Hardware, or a service affecting failure of the Maintained Hardware to comply with its applicable Specification or in the case of Software, failure to function as defined in the applicable Vendor’s specification;

“**Hardware**” means all equipment or goods obtained by Colt from a Vendor and resold or supplied to the Customer under an Order; including any embedded software, repaired or Replacement Hardware, parts, spares or any Upgrades;

“**Hardware Maintenance Services**” means the Services for the maintenance of Hardware provided by Colt to the Customer as defined in an Order and any applicable Contract Specifications;

“**Maintained Hardware**” means (i) Hardware, (ii) Upgrades, and (iii) any Replacements subject to Hardware Maintenance Services at the Supported Site location;

“**Maintenance Hours**” means the times during which the Hardware Maintenance Service is provided in accordance with the SLA or as otherwise agreed in the Contract Specifications;

“**On Demand Portal**” means the Colt platform accessed by the Customer for the purposes of Ordering the Services;

“**Products**” means either or both of Hardware and Software that forms part of the Customer’s Order and is specified on an Order Form or statement of work;

“**Replacement**” means any replacement for the Hardware (including replacement parts and Upgrades) provided by Colt in the course of providing the Hardware Maintenance Services;

“**Service Levels**” means the service performance standards as set out in an SLA;

“**Site**” means premises owned, controlled, leased, licensed or used by the Customer to which Colt shall provide Services under an Order or to which Colt shall require access in order to provide such Services;

“Software” means the Vendor manufactured or supplied software programs (including all upgrades, version, updates, fixes, modifications, enhancements, workarounds and patches) purchased by the Customer from Colt to which the applicable Vendor EULAs and Vendor terms shall apply as between the Customer and such Vendor;

“Sub-contractor” means any sub-contractor, reseller, agent, consultant or third party providing Services under an Order for or on behalf of Colt for the Customer benefit;

“Supported Site” means Customer’ Site as referred to in the Contract Specifications as being eligible for on-Site Hardware Maintenance Services provided by an engineer;

“Upgrade” means an engineering change to Maintained Hardware which has been designed to improve facilities, functionality and/or performance of the Maintained Hardware;

“Vendor” means, as the case may be, the relevant manufacturer, distributor, reseller, or third party providing the Product, to Colt for onward supply to the Customer (and in the case of Software, licensing use directly to the Customer under a EULA and/or other terms defined by the relevant Vendor).

1.2 The word “including” in these Service Specific Terms shall be illustrative and shall not act to limit the relevant class or group referred to.

1.3 Headings are for convenience only and shall not affect the interpretation of these Service Specific Terms.

Sale of Hardware

Any Hardware purchased by the Customer as specified in the Order Form, is provided by Colt “as is” (as provided by the Vendor) and are subject to any accompanying Vendor terms. The Customer agrees to be bound by the same. and in accordance with the Service Description and SLA. In addition to any warranties which are mandated by law, Colt will use reasonable endeavours to pass the benefit, or procure the availability to the Customer, of; (i) any indemnities relating to breach of third party rights caused by Customer use of the Hardware; and (ii) of any warranties offered, in each case, by the Vendor of the Hardware. Any Manufacturer or Vendor warranty, indemnity and other applicable terms apply, and are usually available on the Vendor’s website.

To receive the benefit of the Vendor warranty referred to in clause 2.1(ii) Customer must have; (a) complied in full with all the terms and conditions of the warranty; (b) follow the return instructions Colt will provide, following Vendor guidelines and; (c) provide a written explanation of the non-compliance with the applicable warranty; (d) Colt and the Vendor must be satisfied that the claimed defect or non-compliance exists; and (e) Colt and the Vendor must not have excluded the defect as erroneous or caused by the Customer or otherwise out of or not covered by warranty. Returned units of Hardware that are not defective or do not conform to warranty requirements, that are not subject to warranty coverage as described in clause 2.1, or that contain missing or damaged parts, will be returned to the Customer at your sole expense, without credit, repair or replacement.

In relation to a claim against a Vendor warranty; should the malfunctioning of Hardware be caused by or found to be a result of Customer’ operation or usage and therefore no Fault is found in the Hardware and Colt have required the support of the relevant Vendor to conduct a physical assessment of the claimed malfunctioning, then the Customer shall pay all reasonable costs in relation to the Vendor’s assessment.

In order to benefit from any Vendor indemnity as referred to in clause 2.1(i) Customer must promptly bring the claim to Colt’s attention and must not make any admissions in respect of it and must have complied with all the applicable Vendor requirements relating to such indemnity (the provisions of which shall be provided to you on request). The following claims (“Excluded Claims”) shall not be made or permitted and shall not enable the use of any Vendor provided indemnity in respect thereof; (i) those asserted against elements or features in, or operation of, the Hardware attributable in whole or in part to the inclusion of technology provided by the Customer, or compliance with Customer’ designs, specifications or instructions, including inclusion of code, circuitry or IP Blocks supplied by the Customer or included at Customer’ request; (ii) those asserted against the relevant Hardware attributable in whole or in part to the Hardware’s modification by anyone other than Colt under the applicable Contract Specification, or against the use of a Hardware by the Customer, where that use is contrary to its specification or instructions for use and has caused the claimed infringement; or (iii) those asserted against the combination of Hardware by the Customer with anything other than other Hardware.

The Order shall set out whether ownership of Hardware is to be retained by Colt or transferred to the Customer. Risk of loss and damage to the Hardware will pass to the Customer on delivery in either case. If you are buying the Hardware, title and property (but not to any related intellectual property rights (to which full title will be retained

by the Vendor or its licensors as the case may be)) will only pass to the Customer when you have paid in full everything Customer owe Colt under the relevant Order.

In the event Hardware is shipped direct to Customer Site:

for self-deployment (e.g. head-sets), Customer shall within two (2) Working Days after delivery check the Hardware conforms to Order specifications and report the details of any loss, damage or missing stock to Colt in writing (and where damage in transit is evident, immediately to Colt and if reasonably practical to the relevant courier or delivery company in order to permit a claim under such party's terms of carriage);

for performance under an Order of any configuration, installation or professional services by Colt or any Sub-contractor of ours, Customer shall within four (4) Working Days after delivery check the Hardware conforms to Order specifications and report the details of any loss, damage or missing stock to Colt in writing (and where damage in transit is evident, immediately to Colt and if reasonably practical to the relevant courier or delivery company in order to permit a claim under such party's terms of carriage);

and due to damage by third parties or non-conformity to Order specifications is due to be replaced by Colt, you shall adequately package and promptly make available for collection by Colt (at Colt' cost) the relevant Hardware without undue delay.

Hardware purchased by the Customer as specified in the Order Form shall be provided to the Customer under the Order together with the Vendor's manual in English or other language agreed in the Contract Specifications. Customer expressly agree to be bound by and comply with the Vendor applicable EULA, any shrink-wrap or click-wrap license terms accompanying the Hardware in respect of embedded software and with any other published Vendor terms and conditions of use applying from time to time.

Hardware Maintenance Service

Any Hardware Maintenance Services purchased by the Customer under an Order for Hardware provided by Colt, are governed by the provisions of this clause 3 subject to any provisions of the applicable Contract Specifications

On receipt of notification from Customer that the Maintained Hardware has a Fault, Colt or Sub-contractor shall, in accordance with the relevant Service Levels and within the Maintenance Hours, carry out repairs and adjustments to and replace such parts of the Maintained Hardware as may be necessary to restore the Maintained Hardware to its proper operating condition. If on-Site support forms part of the Hardware Maintenance Services purchased by the Customer, Colt shall, on receipt of a request for corrective maintenance from the Customer (where remote fix is not possible), dispatch a suitably qualified engineer to the Supported Site in accordance with the Contract Specifications.

To the extent Upgrades of the Maintained Hardware have been purchased under Customer' Order Colt shall use reasonable endeavours to ensure the Upgrades will be compatible with the relevant Maintained Hardware.

Colt may, subject to availability, provide Replacements for the Maintained Hardware (not being Maintained Hardware purchased from Colt and under a warranty (at the time the defect arises) as referred to in clause 2.1 in which case the Vendor warranty provisions and the provisions of clause 2 shall apply) or any part of it which may be found to be Faulty or in need of investigation as to whether Faults may exist in its operation. Replacement Hardware shall be new or refurbished in compliance with the Vendor's guidelines.

If the Replacement is not identical in all respects to the Removed Maintained Hardware, Colt shall notify the Customer at the time of replacement. Replacements shall not in any event provide less than an equivalent level of performance and functionality to the Removed Maintained Hardware. Within seven (7) Working Days of the Customer notice under this clause, Customer may request that the Replacement or any part or parts thereof be removed and either the Removed Maintained Hardware be put back or other Maintained Hardware identical to the Removed Maintained Hardware be installed (in each case at no additional charge to you) and we shall comply with such request as soon as reasonably possible and in any event within any applicable time period set out in the Contract Specifications.

In the case of Maintained Hardware owned by the Customer, title to any Replacement shall pass to the Customer when installed in the Maintained Hardware. Title to the corresponding Removed Maintained Hardware shall pass to Colt on being removed from the Maintained Hardware.

Colt shall provide the Customer in advance with as much notice as is reasonably possible of the applicable Vendor discontinuing the provision of spare parts and the consequential cessation of Vendor maintenance support generally for, hardware being the same as the Maintained Hardware.

Where Maintained Hardware or part of it is generally considered to be a telephone/headset or a conferenced phone or device, Replacements shall be shipped to the Site if and as specified under the Contract Specifications in advance of receiving return of the faulty Maintained Hardware ("Advanced Hardware Replacement") to the extent stocked by Colt. The Customer shall promptly return any faulty Maintained Hardware to Colt. Customer shall have no entitlement to on-Site support to resolve any failure in relation to such Maintained Hardware being so replaced. Session Border Controllers are automatically covered by Advance Hardware Replacement.

Any delay caused by the Customer to shipment of Removed Maintained Hardware or Replacements as part of the Advanced Replacement service shall be deducted from the applicable Service Levels.

In the event that Service Levels cannot be provided as indicated in the SLA due to geographical limitations of the Sub-contractor, Colt shall notify the Customer as soon as reasonably possible and advise the best possible service which can be provided.

In the event the Vendor or original manufacturer of the Maintained Hardware changes any terms and conditions that materially affect Colt's ability to perform its obligations under the Contract Specifications, Colt shall inform the Customer as soon as reasonably possible and Colt shall only be held liable to perform in accordance with such new terms.

Licensing of the Software

The Customer acknowledges and agrees that the Service provided by Colt includes software licensed from a third party. Colt will grant, or procure from the licensor of the Software the grant of, a licence for the Customer to use the Software specified in the Order Form for the sole purpose of Customer's use of the Service, subject to the terms of any EULA or other terms stipulated by the relevant Software Vendor.

Title to Software and related intellectual property rights will remain solely with the Software Vendor and/or its licensors.

Customer expressly agrees to be bound by and comply with the EULA terms and other terms referred to in clause 4.1, 4.9, 4.10 and any click-wrap license or other terms applying to the Hardware in respect of its embedded software, if these are applicable. Colt is entitled to pass on any charges to the Customer which are resulting from software licences that have been ordered by the Customer or by Colt on behalf or following an instruction of the Customer. This includes as well (and the Customer is fully aware of this and agrees) that such ordering of software being licenced from a third party may constitute different contract term for said software licence(s) compared to the term of the Order such software licence forms part of. In such case the contract term for the software licence shall continue in full force and effect until it exceeds according to the licence terms under which such licence(s) have been originally ordered. The termination or expiry of the Order shall not affect Colt being entitled to claim for and Customer being obliged to payment of any charges associated with or resulting from such software licences.

Customer will have no right and will not, nor will Customer authorise or assist, any third party (save as permitted by law, Vendor or its licensors) to: (a) copy Software or software contained in the Hardware; (b) disassemble, reverse engineer, modify, translate, alter or decompile all or any portion of the Software or otherwise discern the source code of the Software; (c) adapt, modify, translate, or create derivative works of the Software (unless to the extent authorized by the Vendor); or (d) distribute, copy, rent, lease, sublicense, assign, transmit, sell or otherwise transfer the Software or any of Vendor's or its licensors rights therein.

Vendor may make use within the Software and software embedded within the Hardware of certain third-party software or modifications licensed under open source license terms ("Open Source Software"). Such Open Source Software shall be specifically identified in the applicable documentation and, notwithstanding any other term of this SSTs, is licensed pursuant to the applicable open source terms and not the terms set forth elsewhere.

Customer may not use or otherwise access the Software in a manner that exceeds authorized use. If Customer exceed permitted use of the Software then, Customer will promptly notify Colt, and if stipulated by them, the Vendor, and shall immediately: (i) disable or correct impermissible use; or (ii) purchase additional licences to correspond to actual use. The Customer agree that Colt may, in accordance with applicable law, review Customer use of the Software (and may (in the context only of ensuring correct use and compliance with, reporting,

payments and licensing compliance obligations)) monitor the operation and usage of the Software and Customer agree to facilitate and not to prevent such monitoring and to provide any reasonable assistance to verify Customer compliance with Vendor Terms and Contract Specifications. Colt suspend or terminate Customer use of the Software immediately upon provision to the Customer' of written notice of non-compliance identified in such review, in addition to exercising any other rights or remedies Colt may have.

As a condition of the Agreement, the Customer represents, warrants and undertakes to Colt that it agrees that it will comply with Vendor requirements however expressed and the terms of any license granted in respect of the Software, and in particular with any licence restrictions and any obligations to report Software usage, and if applicable, the obligations with respect to licence keys for the Software.

In the event Colt provide the Customer with Software support or maintenance services these shall not apply to any Fault, error, malfunction or lack of functionality caused by your own act or omission including incorrect configuration, use of or use in conjunction with inappropriate or incompatible hardware or software, failure to follow any published instructions or Vendor specifications, save where caused by our omission.

Audiocodes Software licensing

Subject to the payment of Fees of the Service, Audiocodes and its licensors hereby grant to the Customer, and Customer hereby accepts from Audiocodes, subject to the terms of this clause, a limited, non-exclusive, non-transferable object code license to: use the Licensed Software only in accordance with the Licensed Configuration as detailed under the applicable Bill of Materials or SOW; and for internal purpose on Licensor's Hardware Platform as attached in the Software documentation.

Licensee shall not use the Licensed Software in any way other than explicitly set forth in this Agreement. Without derogating from the above Licensee: (i) will not market, sub-license, or otherwise disclose or distribute the Licensed Software separate from Licensor Hardware Platform. (ii) Will not modify, decompile, reverse engineer, disassemble or otherwise attempt to reveal the Source Code of the Licensed Software (iii) will comply with the AudioCodes EULA Agreement available at <https://www.audiocodes.com>.

Except as otherwise stated in this license grant, Licensor reserves unto itself and its successors and assigns any right not specifically granted.

Third Party Software

Licensee acknowledges that portions of the Licensed Software may contain or be derived from materials of third party licensors.

Open Source Software

Portions of the software may be Open Source Software and may be governed by and distributed under open source licenses, including the terms of the GNU General Public License (GPL), and terms of the Lesser General Public License (LGPL) and all are incorporated herein by reference. In the event of any conflict between the terms of this Agreement or any license agreement and the terms of license agreement(s) that accompany the Open Source Software files, the applicable terms of the later license shall prevail.

Live Portal

The Customer acknowledges that Audiocodes is acting as a Data Processor for the purposes of providing the Audiocodes Live Portal and that the Customer's Order is subject to the terms of the Audiocodes Data Processing Agreement between the Customer and Audiocodes available at <https://www.audiocodes.com/media/bshdhjni/audiocodes-as-a-processor-dpa.pdf>.

Luware Nimbus

If the Customer's Order includes access to the Luware Nimbus platform the use of the platform is subject to the Luware SaaS Agreement (Luware Cloud Services Terms of Use) available at

<https://luware.com/en/agreements/saas/> and the Luware End User License Agreement (EULA) available at <https://luware.com/en/agreement>. The country terms applicable will be determined by the hosting location of the Customer's Service.

The Customer acknowledges that Luware is acting as a Data Processor for the purposes of providing the Luware Nimbus platform and that the Customer's Order is subject to the terms of the Luware Data Processing Agreement between the Customer and Luware available at <https://luware.com/en/agreements/dpa/>. The country terms applicable will be determined by the hosting location of the Customer's Service.

Access and Co-operation

The Customer agree on a timely basis to:

Provide or procure Colt access to all facilities, hardware, software, work space, systems, operating manuals, information and office support (power, telephone, internet access, etc.) and sites that directly relate to Colt's performance under relevant Contract Specifications;

ensure that the site is safe, free of any hazardous materials or obstructions that may affect Colt's performance and have installed necessary power and climate control facilities;

ensuring have obtained connection to and all necessary permissions or consents from any public or private telephone network to which the Products are connected and any necessary permissions from government authorities and holders of real property rights;

provide Colt with designated points of contact and cooperate in good faith with us in order that we may fulfil our contractual obligations;

provide necessary telephone numbers and passwords to enable remote access to the Products and notifying Colt promptly of any changes made to such numbers or passwords;

comply with items that may be identified in an Order or Contract Specification; and

ensure that Customer networks and systems are adequately secured against unauthorised intrusion or attack and that data and files are regularly backed-up in accordance with good computing practices.

Where Colt determines that a statement of work needs to be prepared in respect of any installation Services, the Customer agrees to provide reasonable assistance with the creation of such document and any reasonable requirements identified.

Product Delivery and Installation

Colt will deliver the Products specified in the applicable Order. If the Customer orders the Products to be installed by Colt, Colt will deliver Products and install them at the Customer's Site(s) specified in the Contract Specifications.

Where there is a requirement for more complex installation Services to be performed, Colt may prepare a statement of work to detail and define the scope of the installation Services. Such statement of work shall include further details and terms relating to a number of matters including:

scope of the work to be covered (whether consultancy services are on a fixed or a 'time and materials' basis) and the provision of any Deliverable(s);

charges (whether on a 'time and materials' or 'milestone' basis);

site survey and any consequential impact on the Charges;

acceptance testing procedures and acceptance criteria;

management of changes to the statement of work.

By signing off the statement of work, the Customer agrees to the scope of the installation Services and to any Charges set out therein.

Any Deliverables that are provided under a statement of work shall be accepted or deemed accepted at the earlier of the following:

customer notice of the RFU date; or
satisfaction of acceptance criteria; or
production use of the Product (not being for acceptance testing).

Consultancy Services on a 'time and materials' basis shall be deemed accepted as set out in the applicable Contract Specifications or if not set out, upon delivery.

Risk of loss of any Deliverable shall pass to the Customer when the Deliverable arrives at the Customer's Site.

Service Conditions

Customer agrees that the rights granted under the Contract Specifications including, without limitation, provision of any Products and Services, are conditioned on the payment of all required Charges, whether upfront, one-time, recurring, or a combination of the foregoing. Supply to the Customer is further subject to any change in Vendor prices and terms, or as a result of any other cause outside our reasonable control that may lead to a price change. Customer payment may not be subject to any withholding, setoff claims or rights of offset of any kind, including, but not limited to, inactive use, or where access to or use of the Products is prevented for any reason (excepting Force Majeure) including, circumstances where the Customer has not provided access to Colt for applicable Services delivery. Colt reserves the right to take any and all appropriate action, without liability to Colt, if the Customer fails to pay the Charges as required under the Contract Specifications, which may include but is not limited to: (a) prevention of use by any party, ability to purchase additional seats, capacity, modules, and the like; (b) withholding of services, maintenance, or the like until the Customer has paid in full amounts owed to Colt; (c) charging a late fee of 3% per annum (or less, as per the maximum amount allowed by applicable law) for all amounts past due date; and, (d) charging Customer for all costs and expenses incurred by Colt relating to collection of past due amounts (including reasonable collection agency fees, attorneys' fees and the like). Customer agrees to pay and reimburse Colt for all such amounts and Charges.

Taxes

Charges are exclusive of sales, use, excise, property and all applicable export and import fees, customs duties and similar charges or any other taxes or assessments of the like (collectively "Taxes"). Notwithstanding anything to the contrary in these SSTs, if any amounts (including without limitation any Taxes) are required to be withheld by the Customer from any amount otherwise payable by the Customer to or for the benefit of Colt, Customer will: (a) pay an additional amount such that the net amount actually received by Colt will, after all such withholdings (including any withholdings to be made in respect of any additional amount payable pursuant to this sentence), equals the full amount of the payment then due; (b) pay, or cause to be paid, to the relevant taxation authority the full amount of such withholdings (including the full amount of any withholdings in respect of any additional payment required to be paid pursuant to this sentence) in accordance with applicable law; and (c) furnish Colt as soon as practicable (in any event, within 30 days) with an official receipt (or a certified copy thereof) or such other documentation as is reasonably acceptable to us evidencing payment of such withholdings to the relevant taxation authority. Colt is responsible for the payment of all other taxes imposed by any governmental authority in connection with our performance under the Order. If the Customer is a tax-exempt entity or claim exemption from any Taxes hereunder, Customer will promptly provide a certificate of exemption and, after receipt of valid evidence of exemption, Colt will not charge you any Taxes from which Customer is exempt from.

Audit

During the Term of any Order and for three (3) years after its expiration or termination, or such longer period as might be required under applicable laws governing record retention, Customer will ensure that all books, records and other data (either in electronic form or as hard copies, as applicable) with respect to the Products and Services and all of Customer activities relating to them are maintained in accordance with customary accounting principles. Colt have the right to inspect and audit such books, records and other data at our expense during the continuation of the Order and for three (3) years thereafter. Such audit will take place at the locations where the applicable books, records and other data are maintained, upon not less than ten (10) Working Days' prior written notice, during normal business hours and in a manner that does not unreasonably interfere with Customer operations. If the audit reveals unauthorized use of Software, then, in addition to all other rights and remedies

including termination of the relevant Order Customer must pay within five (5) Working Days all required Charges to cover the unauthorized use and, if the shortfall exceeds ten percent (10%) of the amounts owed for the audited period, the reasonable costs incurred by us to conduct the verification and any applicable late Charges.

Exclusions

Subject to applicable laws Colt make no warranties, representations or undertakings with respect to any Products, Services or other product embedded in or included with the Product and/or furnished to Customer by Colt, including, Open Source Software. Open Source Software is provided “as is” without any warranties, express or implied. Further, we will not have any liability for any alleged defect in the Product including, any defect caused by: (a) any negligent act or omission by Customer; (b) modification or misuse of the Software (including use in an operating environment not specified by the relevant documentation); (c) alteration or abuse of media on which Software is stored; (d) failure to follow our or Vendor’s instructions for installation, operation or maintenance.

Disclaimer

All Products are provided “as is” and Colt make no warranty of any kind, whether express or implied, regarding the Products and Services and specifically disclaim the warranties of merchantability, fitness for a particular purpose and against infringement, to the maximum extent possible by law. Colt do not warrant that the Products or Services will meet customer’s requirements, operate without interruption, be error free or secure and hereby disclaim all liability on account thereof.

Customer Responsibilities

Save where Customer have paid for and procured same from us under the Contract Specifications, Customer is solely responsible for: (a) purchasing and obtaining from third parties and for maintaining during the term of the Order, all applicable licenses and consents for third party technology Customer obtain and that is needed to install, execute and use the Products; and (b) proper configuration of all equipment, software and systems used with the Products.

Indemnification

Customer shall not make or assert any Excluded Claims against us in relation to the Products and Customer shall indemnify, hold harmless, and, at our option, defend us from and against all costs, expenses (including reasonable attorneys’ fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with Excluded Claims or Customer unauthorized use, and Customer enabling or permitting unauthorized use by others, of the Products. Notwithstanding the provisions of the Contract Specifications such indemnity shall be without exclusion or limitation.

Colt Options

If any Product becomes, or Colt opinion is likely to become the subject of a third party infringement claim, Colt may, at its option and sole discretion, (a) obtain for Customer the right to continue to use the Product; (b) replace the Product with another product that provides similar functionality; or, (c) if Colt determine that neither of the foregoing options are reasonably available, Colt may require that Customer cease use of the Product, and, provided that Customer return or destroy (and certify to such destruction of) all copies or units of the Product in your possession or control, will refund to Customer any Fees that Customer paid us for that Product, less a reasonable deduction for use based on a four (4) year amortization of the Product.

Third Party Claims

Colt is not liable for any claims of third parties against Customer relating to the Products supplied by Colt to you.

Certain Remedies

The Customer's failure to comply with obligations of the Contract Specifications and/or any EULA or Vendor terms will constitute unauthorized use of the Product and Services, entitling us to terminate the relevant Order or affected part of it, withhold affected Services and to exercise other remedies as provided in the Contract Specifications and available under applicable law, including, but not limited to, obtaining equitable relief. In addition, if you fail timely to pay any Charges or fail to comply with any license or confidentiality terms, we may at our sole discretion disable or discontinue delivery of the Product and Services without any liability to you or any third party.

Assignment

Rights and obligations under the Contract Specifications are for the benefit of the Customer and Colt and the Customer's and Colt's permitted successors and permitted assigns. The Customer may not transfer, sublicense or otherwise assign any of the Customer's rights or obligations under this Agreement, by operation of law or otherwise, without our prior written consent. Any attempted transfer, sublicense or assignment by the Customer in violation of this section shall not apply to Colt or in respect of supply of Products and Services. Colt may assign, transfer and/or delegate such rights and obligations without the Customer's consent to any of Colt's Affiliates. Products and Services may be supplied by or Affiliates or sub-contractors and Colt shall remain exclusively liable for such supply to Customer under the Order.

Export

Customer and Colt shall comply with all applicable laws, rules and regulations, including export laws, in Customer and Colt's performance under the Contract Specifications. In particular, Customer acknowledge and agrees that the Products and other materials provided by Colt may be subject to regulation by U.S. Government agencies and other governmental authorities, and Customer agree not to directly or indirectly export, re-export or import any such materials without first obtaining all required licenses, permits and permissions.

Compliance with Laws

Customer must ensure that use of the Products complies in all respects and at all times with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities that the parties or the Products are subject to, including, without limitation, by means of obtaining any permits, licenses and/or approvals required with respect to export regulations promulgated by the Bureau of Industry and Security or any other agency or department of the federal government of the United States of America. Customer acknowledge that Colt make no representation or warranty that the Products may be exported without you first affirming appropriate licenses or permits under applicable law, or that any such license or permit has been, will be or can be obtained.

2.SLA

Introduction

This SLA sets out the metrics and performance compensation regime for Colt Intelligent Communications (CIC).

This SLA does not apply to Colt connectivity Services which are provided under a separate Order.

Service Delivery Agreement

Following Order Acceptance, Colt will confirm the Colt Promise Date (CPD) which is the date on which Colt will aim to deliver the Service. If the CPD is not met, then you will have the right to claim service credits, as set out in Table B below. The target delivery lead times of each component are specified in Table A: Target delivery lead times for solution components. The target delivery lead times are an estimate of the time it will take Colt to deliver the Service or component from the date of Order Acceptance. All lead times are Working days from the date of order acceptance

Table A: Target delivery lead times for solution components

Service Area	Description	Target Delivery Lead Time
Office 365	Licence activation	5
CloudSBC	Activation of voice service in the CloudSBC infrastructure (Teams and Zoom)	10
CloudSIP	Activation of voice services in the CloudSIP infrastructure	15
Delivery of hardware components (Session Border Controller (SBC), Desk phones sets, Headsets, other)	Delivery of hardware	20
Professional Services /Training and consultancy	Working Days from the date when the PO is approved	25
Nimbus Luware	Luware's solution	25

Notes:

CloudSBC module already includes the usage of the voice connectivity. Other Data and voice connectivity Services are ordered separately and are subject to the respective Service Level Agreement and service credit regime specified on the Customer's connectivity Order Form.

If considered as part of the overall solution the target delivery lead times will take effect after the underlying service is available.

Billing will commence when the complete solution has been delivered. If the Customer requires each component to be delivered separately then billing will commence on a per-component basis as each component is delivered.

The Target Delivery Lead Time is based on a typical deployment of the solution and may vary depending on the complexity of the Customer's solution design. Actual delivery lead time will be specified in the CPD.

*The target delivery lead times for hardware components depend on the type of hardware and configuration requirements.

Billing will start after the specific components are delivered.

Table B: Service Credits for the Service Delivery Agreement

Days past Target Delivery Lead Time (CPD)	Service Credits as a % of Professional Services charges
>2 & ≤ 5	1%
> 5 ≤ 10	3%
> 10	5%

Notes:

Service credits for the Service Delivery Agreement will be calculated as a percentage of the charges for the professional services provided for installation and configuration of the Service. These charges are specified on the Customer's Order form.

Support Types and Options

Support for the CIC Service is divided into two support types; Office 365 Support Services and Hardware Support Services.

Colt Intelligent Communications Office 365 Support Services

If added to Customer's solution CIC Office 365 Support Services provides English language 24 x 7 Helpdesk support covering remote troubleshooting and diagnostic analysis of configuration and solution Faults and the delivery of appropriate remedies.

Unless clearly stated in the Statement of Work, helpdesk support will provide support services to IT Administrators, and it's expected that it should be the IT administrators (or the responsible person) opening fault tickets.

Microsoft Services that have not been provided as part of the Colt Intelligent Communications Services will not be covered by Office 365 Support Services and this SLA will therefore not apply.

The following item are excluded from Office 365 support services:

Requests related to data deletion either due to an expired Office 365 subscription, cancellation, data corruption or data deletion linked to a retention policy.

Any services or support offerings considered to be professional services (Example: E-mail, application or data migrations, tutorials, on-boarding, application installations and initial configuration and setup of Office 365).

Office 365 Backup or Recovery.

Design and or creating materials except as necessary for describing the services being provided (document, presentations files, etc.).

Support of Active Directory, Active Directory Federation Services or hybrid configurations of Office 365 where the implementation has not been performed in accordance with Microsoft's recommended best-practices. Support is offered on a best-efforts basis only.

Support of add-ons, software or other technology not included in Office 365.

On-Premise Support, should a customer's request for assistance require a technician to be physically present to resolve.

Assistance with the configuration of any client applications other than Office 365 on mobile devices and mobile operating systems.

Support for software where it is installed on outdated or unsupported platforms or hardware as per Microsoft guidelines.

- **Virtual SBC Support Services**

Virtual SBCs offered as part of a CIC solution will be managed and supported by Colt. The SLAs for service availability are the ones described in table D with the compensations for breach of SLA described in table E. The Customer is not entitled to claim service credits for faults caused by Azure downtime.

- **Cloud SBC support services**

The Cloud SBC is a managed multitenant infrastructure hosted in a Microsoft Cloud. This platform is fully managed by Colt and provides a fully as a service Direct Routing infrastructure.

The Cloud SBC platform has a yearly uptime of 99.95% which is aligned with the Azure platform availability. The Customer is not entitled to claim service credits for faults caused by Azure downtime. The platform is monitored 24x7. SLAs in which the issue will be resolved are described in table F, with the respective compensations for breach of SLA in table G.

- **CloudSIP**

Colt is not responsible for resolving faults or supporting Cloud Service Provider (CSP) applications. The Customer is responsible for contacting the CSP to request support or fault resolution if it is required. Colt may at its discretion use reasonable endeavours to support the customer.

Colt will provide reasonable support to the Customer to assist in setting up the connection to the CSP including providing guidance documentation where available but is not responsible for providing application support or fault resolution.

The SLAs for service availability are described in table D with the Service Credits for breach of SLA described in table E.

Colt Intelligent Communications Hardware Support Services

Unless stated otherwise in the SOW, support and maintenance for the Customer's CIC hardware is provided under the Colt Hardware Support Service. The Hardware Support Service includes remote support management of Session Border Controllers (SBC) and, in case of a physical device, Managed Spares which will be kept in the room where the active equipment is installed.

- **Hardware Support Services – Remote Support and Management of Session Border Controllers**

Remote support and management is enabled for all the SBCs provided under the CIC Service. The Customer must provide internet based access to the device (allowing access according to the pre-requirements provided at sign off) to enable Colt to provide remote support and management. The Service is provided 24x7 and is initiated for a device after logging a ticket with Colt's Helpdesk

Colt will be responsible for:

- Reactive incident logging
- Incident resolution and restoration
- System administration
- Management and troubleshooting in response to alarms detected on the devices

Colt may implement a temporary resolution of a fault using resolution in place. Changes to the infrastructure or configurations will be a chargeable Service request.

- **Hardware Support Services – SBC Managed Spares (MS)**

Session Border Controllers (SBC), unless stated in the statement of work, are covered under the SBC MS scheme. Faulty equipment will be replaced under the SBC MS scheme in the event Colt is unable to resolve the fault using remote support and maintenance or if determined by Colt by sending an engineer to the Customer's site. In order for the handling times stated in table D to be fulfilled, a physical SBC will be placed at the same place where the active is deployed.

- **Hardware Support Services – Colt Provided CPE Advance Hardware Replacement (AHR)**

AHR can be provided as an optional service covering Colt provided CPE including headsets, Desk phones and audioconference devices. It is the Customer's responsibility to connect the new device, confirm receipt of the device to Colt and pack and prepare the faulty device for courier collection.

In the event any device is incorrectly reported to be Faulty, Colt will conduct an investigation and the Customer shall be liable for costs incurred. Faults on devices under warranty and outside of support period will be logged with Colt's Helpdesk. Colt will manage the Fault under manufacturer warranty and no SLA will apply to warranty repairs.

Luware's Nimbus platform support

Luware Nimbus platform support requests must be raised via Colt's contact points (Colt Online or via local land line), Colt will then assess the issue and raise the support request to Luware where resolution of the fault is not fully under Colt's control.

Premium and standard support packages are available. The Standard Support Package is included in the base subscription price of any Luware Nimbus service. Premium support, including 24x7 SLA's and a 99.9% uptime target (excluding scheduled maintenance), is subject to an additional cost and will be specified on the order form if included in the Customer's service.

Fault Handling Agreement

Colt offers a Target Time To Repair ('TTTR') for Service-Affecting Faults as set out in Table D: Fault resolution times for the Fault Handling Agreement. The TTTR is the target length of time from when we have logged the Fault until the time the Fault is cleared.

When the Fault is logged in Colt's ticketing system by opening a trouble ticket, either due to the Customer reporting the Fault or due to Colt detecting the Fault, Colt will categorise the Fault and assign a Priority Level according to the classifications in Table D: Priority Level definitions.

If Colt fails to meet the TTTR for Service Affecting Faults then the Customer will have the right to claim service credits for each specific Service as set out in Table E: Service Credits for the Fault Handling Agreement. Service Credits will only apply to hardware faults in the SBCs. Service Credits do not apply to faults relating to Colt provided CPE or to software faults on the Office 365 Services. Faults on the Office 365 Services will be assigned a priority according to Table C and will be subject to the applicable response times in Table D only. The fault resolution times in Table D and Service Credits in Table E do not apply to software faults on the Office 365 Services. The Service Credits in Table E do not apply to faults on Luware Nimbus Services. In the event of a Service-Affecting Fault on the Office 365 Services or Luware Nimbus Services the Customer is only entitled to claim service credits in Table F under the Service Availability Agreement.

Table C: Priority level definitions

Priority Level	Priority Definition (excluding Luware)	Priority Definition (Luware)
P1	Service Affecting Fault - Major issues affecting the whole service – the service is unavailable affecting 100% of users.	An Error caused by a Luware Service that renders the Service inoperative or causes the Service to fail catastrophically; e.g. critical system impact; system being down; acute security and fraud risks that have effect of compromising the confidentiality and integrity of stored data.
P2	Service Affecting Fault – The service is unavailable and is affecting less than 100% of users but more than 25% of users.	An Error caused by a Luware Service which causes the operation of the Service to be severely impaired or essential aspects of the Service not to function with significant business impact.
P3	Non-Service Affecting Fault – The service is unavailable/or with issues which are affecting less than 25% of users	Means an Error caused by a Luware Service where most business functions remain operational. For the avoidance of doubt, cosmetic errors are not classified as "Errors".
P4	Non-Service Affecting Fault - service requests including reporting requests, detailed incident reports, moves, adds, and changes of the service configuration	Means an "how-to" questions for a Luware Service related to one or multiple modules and integration, installation and configuration inquiries, enhancement requests, or documentation questions.

Table D: Fault resolution times for the Fault Handling Agreement

Fault Priority Level	Response times	Resolution Time (i)
P1	2 hours	5 hours
P2	4 hours	1 day
P3	2 days	7 days
P4	2 days	Best effort

Notes:

*The following fault resolution times will apply to P1 Priority Levels in place of the times in Table D.:

- Czechia, Finland, Romania : 6 hours

Luxembourg, Norway: 7 hours

Slovakia, Poland : 10 hours

Table D1: Fault resolution times for the Luware Fault Handling Agreement

Fault Level	Priority	Luware standard support			Luware premium support		
		Response	Intervention	Escalation	Response	Intervention	Escalation
P1		2 hours	12 hours	24 hours	30 minutes	3 hours	6 hours
P2		2 hours	24 hours	n/a	30 minutes	6 hours	12 hours
P3		NBD	NBD + 48 hours	n/a	NBD	NBD + 12 hours	n/a
P4		n/a	n/a	n/a	n/a	n/a	n/a

Support hours are measured during the Luware Support Coverage windows applicable to standard or premium support levels that apply to the Customer's service. The clock pauses at the end of each Luware support coverage day and continues at the start of the next Luware support coverage period.

Table E: Service Credits for the Fault Handling Agreement

The following Service Credits only apply to the fault resolution times specified in Table D: Fault resolution times for the Fault Handling Agreement

Hours past Resolution Time	Service Credits as a % of monthly fees
>1 & ≤ 2	1.00%
> 2 ≤ 5	2.00%
> 5	3.00%

Service Availability Agreement

We provide end-to-end Service Availability. The calculation used is based on the duration of recorded Service-Affecting Faults per Service logged by us within the given Service Measurement Period. If the performance level in respect of the Service falls below the levels set out in Table F below, you will then have the right to claim service credits for the affected Service as set out in Table G.

Table F: Target Service Availability for the CloudSBC and Luware Cloud Service

Target Service Availability	Target Service Availability:
Cloud SBC	99.99%
Luware Cloud Service	99.95%
Cloud SIP	99.75% (Non-resilient SIP) 99.95% (Resilient solution)

Table G: Service Credits for the Service Availability Agreement

% points below Target Service Availability	Service Credits as a % of monthly fees for the affected service
>0% & ≤ 0.05%	2.00%
> 0.05% ≤ 0.15%	3.00%
< 0.15%	5.00%

Note:

The Service Measurement Period for Target Service Availability of the Luware platform in Table F above is three calendar months.

In order to receive a Service Credit relating to the Luware Cloud Service, a ticket must be raised with the Colt's Service Desk within 2 business days of the Target Service Availability violation. The credit request must include a description of the affected Luware Cloud Service, date, time and duration of the occurrence of the platform unavailability for which the Customer is claiming a service credit as well as reference to the Ticket raised by the Customer indicating the platform outage.

Luware's platform status is available here : <https://status.luware.cloud/>

If the Customer makes a claim for service credits for Office 365 Services Colt will make a corresponding claim to Microsoft and service credits will be payable when Microsoft has accepted the claim and paid any amounts due to Colt.

General terms applicable to the Fault Handling Agreement

- Service credits will not apply when Fault is caused by known Microsoft software defects or downtimes
- The fault resolution times will not apply if a Fault requires a software patch to be deployed by the software vendor.
- Following Colt's initial diagnosis, if Colt determines the Fault is due to the Customer's underlying connectivity service (provided by Colt) then the Service Level Agreement applicable to such connectivity service will apply and the Customer will not be entitled to claim additional Service Credits under the CIC SLA.
- If Colt is unable to diagnose the cause of the Fault due to a loss of the remote management connection to the affected devices, then Colt's diagnosis will begin and fault resolution times will apply when the connection is restored either by Colt if Colt provides the connection, or by the Customer's 3rd party provider. If Colt provides the remote management connection then the restoration of the connection will be carried out in accordance with the terms of the applicable connectivity service SLA and this CIC SLA will not apply to that connection.
- The Customer must gather sufficient technical information pertaining to the issue before contacting Colt in order to allow for diagnosis and remedy. This should include
 - Colt Solution ID or order number
 - Description of problem and which Product: Specify what product components you are using
 - Component: Specify the component that is having the issue
 - End User Operating System/Version: Specify the operating system, version and installed service packs that the Software is running on.

Moves, Adds and Changes (MACs)

MAC requests should be raised with the Customer's respective account manager or via the Colt Online portal.

Completion times for MACs, including any requirement to perform work outside of Business Hours will be mutually agreed on a case-by-case basis.

Colt will not proceed with the MAC until Colt have received agreement to any additional costs or changes.

General

Service credits will be payable as the sole and exclusive remedy for breaches of this SLA including targets specified under section 2 the Service Delivery Agreement and section 4 the Fault Handling Agreement.

Colt is not responsible for failure to meet SLA where such failure is due to a planned or emergency outage or is outside of Colt's control, for example:

- a) a Force Majeure event(s) including cable and fibre cuts;
- b) absence of appropriate power or there is a power failure at the site;
- c) Customer's faulty Equipment
- d) where we or our authorized representatives are not granted access to the site;
- e) the fault is due to your actions or the actions of your employees or agents;
- f) where external Internet conditions such as distributed denial of service attacks impact Internet access;
- g) Any Fault which is a result of your not having amended the Service in accordance with our advice or that of an independent third party (for example, refusing to apply a recommended patch);
- h) Failure of elements of the services which are within the Customer control, such as expiration of encryption certificates, or attributed to the Customer's Equipment, network or external telephone lines;

- i) Suspension of Services/ disconnection of Services due to Customer's non-payment;
- j) Colt is not responsible for issues associated with the CSP's platforms, for example – log login / authentication issues, faults within the IaaS/PaaS/SaaS platform or the CSP's network.
- k) Where a full LAN survey was not completed or where the LAN does not meet the minimum performance specifications set out in the CIC Service Description and the Customer's LAN is diagnosed by Colt as the cause of the Fault.
- l) Where resolution of a Fault requires a software patch to be deployed by the software vendor
- m) Where failure of an SBC is due to the SBC having been installed in an environment that does not meet the manufacturer's guidelines.

Colt may treat any remedial work required due to the causes detailed above as a chargeable MAC. Colt will agree such charges with the Customer in advance of any work. The following are support items not provided under your Service Contract:

- Support on any products not pre-registered for support;
- Support on re-installation or upgrade of any products not currently registered for support;
- Management of spare parts stores at your site;
- Administration;
- Additional software licenses; and
- Network assurance, assessment.

Non-availability resulting from a service interruption to accommodate legitimate third party requests as a result of (not) following applicable laws and regulations (e.g. due to requests from government bodies and/or public authorities) will not count towards the target Service Availability according to this SLA, and therefore the Customer will not be eligible for any Service Credits.

Maintenance works

In order to ensure performance and security for all Customers, Colt occasionally performs maintenance works. Colt will endeavour to ensure that such works have minimum impact on Customer's service.

The following guidelines apply to maintenance works:

- a) For Service affecting works, Customer will be notified at least ten (10) calendar days in advance for planned works.
- b) For non-service affecting maintenance works, where customer services are not impacted, notification may not be issued.
- c) For any emergency maintenance work, Colt will endeavour to notify Customer as soon as Colt has determined to conduct emergency maintenance. If critical intervention is required, no advance notification will be issued.
- d) If there are planned works to be undertaken by third parties, Colt will aim to give as much notice as possible, depending on when Colt is made aware of such works.
- e) Colt will endeavour to ensure that maintenance works occur during non-working hours, unless a critical intervention is required.
- f) As the Colt network is shared by multiple Customers, it will not be possible to accommodate Customer specific requirements such as preferred maintenance windows, requests to reschedule, changes or cancellations of maintenance works, and any other similar requirements.

Colt shall not be held responsible for the failure to meet the SLA, where such failure is due to a maintenance works outage.

Definitions

24x7

A term meaning continuous availability 24 hours a day, 7 days a week, 365 days a year.

Business Hours

Business Hours are defined as 9.00 AM to 5.00 PM local time, Monday to Friday, excluding public or statutory bank holidays.

Resolution In Place

A temporary resolution of a fault using equipment or components from stock that are of the same or similar specification to the faulty equipment until such time as replacement equipment can be provided.

Service-Affecting Faults

Any fault to which we assign a priority level of 1, 2

Service Measurement Period

The measurement period is one year on a 24 hours by 7 days basis, starting from the Service activation date and each subsequent monthly period. The Service Measurement period for the Luware platform is three calendar months.

Non-Service-Affecting Fault

Any fault to which we assign a priority level of 3, 4.

Working Days

Monday to Friday, excluding public or statutory bank holidays.

Luware Support Coverage

	Luware support window
Standard	7.00 to 19.00 CET Monday to Friday, excluding bank holidays in Zurich, Switzerland for Contracts in Switzerland; in Germany for Contracts with Germany; or 7.00 to 19.00 UK time zone Monday to Friday, excluding bank holidays in London, UK.
Premium	0.00 to 23.59 CET Monday to Sunday

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.

End of Document