

Terms & Conditions

G-Cloud 15

Lot 2b

Colt SIP Trunking

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1. Overview

Colt SIP Trunking service (the “Service”) connects the Customer’s IP PBX to the Public Switched Telephone Network (PSTN) via an end-to-end IP network. Colt SIP Trunking supports incoming and outgoing calls from the Customer’s IP PBX using Voice over IP (VoIP) based on industry standards.

The Service includes a PSTN telephone number range.

2. Connectivity Options

The Customer can connect Customer’s own IP Telephony equipment to the Service using any of these access methods:

- Dedicated IP-based access connection which can be Ethernet Virtual Private Network (E-VPN) or IP VPN. The link is for VoIP traffic only and does not provide data networking between sites.
- NNI access connection, dedicated IP VPN for SIP Trunking which will be delivered through an existing MPLS NNI. Customer will then long-line the Service in the Customer’s network to the Customer’s individual customer. Colt will do soft configuration only, physical installation connecting the end-customer’s IP PBX is done by the Customer.
- A converged service which transports both data and VoIP which can be E-VPN or IP VPN. To enable the Service to operate in the most effective way, the Customer will need to enable “Premium” Class of Service on the Customer’s Colt E-VPN or IP VPN Corporate service.
- The Customer’s Internet service is provided by Colt or another internet service provider (3rd party internet).
- The Customer’s Colt Internet Access Service is subject to separate Terms and Conditions. It is not possible to guarantee or offer any commitment as to voice quality across an Internet connection.
- Non-Colt (public) internet access must only be used for SIP Trunking traffic, and no Internet traffic may be sent. This is to minimise the impact of contention between voice and data on the access link.

Important note: The Service in Japan supports Dedicated IP-Based on-net ethernet access only. The following connectivity options are not available in Japan: Dedicated access over IP VPN, NNI access connection, converged service and internet service.

3. General service specifications

- i. In relation to DSL-based connections, the minimum requirement for physical access is for uncontended (2:1 contention) at bandwidths of 256kbps and above.
Important note: The Service does not support Digital Subscriber Line (DSL) access in Japan.
- ii. You must ensure that sufficient access bandwidth is available to meet the anticipated peak call volumes. Colt recommends that the Customer does not exceed 90% (for a dedicated connection) or 50% (for a converged E-VPN or IP VPN connection) of the Customer’s total access bandwidth for voice calls, as this may lead to deterioration in speech quality during peak periods.
- iii. The Customer must configure the Customer’s IP PBX to send the full number format according to the standard for the country in which your IP PBX is located.
- iv. To enable the correct routing of calls to the appropriate local emergency services call centre the Customer should ensure that the Calling Line Identity associated with the call corresponds to the geographic region or city from where the call originates and is within the number ranges the Customer has assigned to the outbound Colt SIP Trunking trunk. Important note: The Service in Japan, does not support emergency call services.
- v. The Service in Japan supports Ether 10Base-T and 100Base-TX interface type and Eight-polar modular connector type, which conforms to ISO standard ISO10173.
 - 10Base-T includes 8 simultaneous channels as its default. It is possible to add up to 80 channels with every 8 channels.
 - 100Base-TX includes 80 simultaneous channels as its default. It is possible to add up to 320 channels with

every 80 channels.

- vi. The Service in Japan will cover the following areas out of the service area for which Colt has obtained telecommunications service numbers (Tokyo 23 wards, Kokubunji, Chiba, Narita, Yokohama, Kawasaki, Urawa Saitama, Kawaguchi Saitama, Osaka, Kobe) only part of each of these areas.
- vii. The Service in Japan supports: outbound calls from Colt subscribers to 0AB-J, 0A0-C-K, 0120D-K and 010-CC-NDC-SN number types and inbound calls from interconnection point of international carrier to 0AB-J subscriber numbers.

4. Features

Communications supported	Voice and fax transmissions
CLIP	CLIP (Calling Line Identification Presentation) provides the number of the calling party (when available) in a form that allows the call to be returned
CLIR	CLIR (Calling Line Identification Restriction) prevents presentation of the caller's number to the called party. CLIR can be selected for all outgoing calls or on a call-by-call basis
NoScreeningCLIP	NoScreeningCLIP provides an additional number to the Called Party for display purposes. This feature is available in Austria, France, Germany, Sweden and Switzerland only and need to follow in-country rules.
Presentation Number	Presentation number works similar to the NoScreeningCLIP feature above but still screens the number the customer sends against a predefined list of DDIs for CLI purposes. This feature is available in Ireland and UK
DDI	DDI (Direct Dialling In) allows callers to dial an extension directly without having to go through an operator.
DTMF	DTMF (Dual Tone Multi Frequency) tones are supported via RFC2833 in Europe and G711 μ law in-band in Japan.
Fax	Note that fax transmissions sent over IP are susceptible to packet loss and Jitter. If one packet is lost it can result, in the worst-case scenario, in the whole fax not being sent.
Signalling protocols	SIP signalling according RFC3261 and RTP media carriage according RFC 3550 is supported
Bearer types	Voice: G.711alaw, G.711μlaw¹ G.729a, iLBC², G.726², G.722(.1)², G.723(.1)² ¹ see transcoding for G.711μlaw ² supported for end-to-end IP only Fax (analogue): ITU T.38 fax relay G.711alaw pass-through The following are not supported: 64Kbps unrestricted data (URD), sub-rate options, data channels, video calls Important note: The Service in Japan supports G. 711μlaw only.
IP addressing	Private (via dedicated connection or IP VPN) addressing and public addressing (via Internet Access) are supported. Note that certain address ranges may be unavailable for use: e.g. 10.82.0.0/22
NAT traversal	If the Customer connects using the SIP protocol Colt can support hosted NAT (Network Address Translation) traversal, where it is required.
Telephone numbers	DDI numbers are allocated to the Service. These are usually geographic numbers, but note that locally significant numbers are not always available
	Important note: The Service in Japan provides only 0AB-J subscriber type of numbers.

5. Options

Number portability	You can retain your existing telephone numbers for use with the Service by porting them to the Colt network.
Call Detail Reporting	Call usage details supported by reporting tools can be provided in addition to paper invoices. This Service is known as "Call Analyser".
Performance Reporting	Performance reporting provides near real-time statistics to the Customer via an online portal. IP statistics require an IP VPN and include packet loss, latency, Jitter, round trip delay and calculated MOS. VoIP statistics are based on call detail records and include per trunk and per destination KPIs such as number of - successful, unsuccessful and failed calls - answer seizure ratio, network efficiency ratio - answered, mean holding and mean conversation time Important note: Not available in Japan.
Transcoding	Transcoding will allow conversion from G.711µlaw codec to a different supported encoding like G.711alaw or G.729a. Important note: Transcoding service is not available in Japan.
Security / Encryption	SIP trunk can be secured with encrypting meta data (UDP) through SIP TLS solely or additionally audio (media) can be secured with sRTP media encryption. Important notice: Not relevant for Japan where service is provided in private, closed networks only.
Dedicated Engineering Support	Dedicated Engineers will support end customers in getting their Colt uncertified IP PBX connected to the Service.
Relocation Announcement	If a customer requests, a recorded message providing a new phone number may be played if there is an incoming call to the customer who has cancelled the service. Important note: Available in Japan only
Departmental Billing Service	Departmental billing may be provided, regardless of the number of contracted interfaces, dial-in numbers are allocated to individual departments. Departmental bills are issued based on numbers allocated to individual departments. This option needs to be selected with the initial Service order. Important note: Available in Japan only
Resilience	Additional resilience can be added by either trunk or PoP resiliency. Trunk resilience connects multiple IP PBX on same or different customer site. PoP resilience connects customer IP PBX to different Colt IMS PoPs.
Voice Resilience	
DRCONTACT	The service is available in the Voice service area covered by Colt. Pre-registration is required. Termination calls are diverted when a problem is detected in the transmission route between a switch in the Colt network and equipment at the customer's premises, thus when a original termination location is hit by a disaster. Only available in Japan (see 'Disaster Recovery' for 13 countries in Europe)
CityCONTACT	Enables inbound termination calls to be forwarded to other domestic termination telephone numbers pre-registered by users. Only available in Japan
GlobalCONTACT	Enables inbound termination calls to be forwarded to other international destination numbers pre-registered by users. Only available in Japan
Inbound Call Rerouting	Colt can route the Customer's inbound calls to an alternative number to accept incoming calls in the event of a WAN failure. The line associated with the alternative number is not part of the SIP Trunking Service and is normally the Customer's responsibility. Note that calls are re-routed to a single number, and incoming extension data is not conveyed Important note: The Service in Japan, offers the following version of this feature: an incoming call to the phone number assigned to the contracted interface is forwarded to a number in or out of Japan as designated by the customer (unconditional call forwarding).

Partial number Replacement	Colt can route the Customer's inbound calls to pre-defined alternative numbers to accept incoming calls in the event of a WAN failure. The line associated with the alternative number is not part of the Service and is normally your responsibility. This feature allows up to 50 different mappings and is not restricted to a single number only. Incoming extension data is not conveyed. Important note: Not available in Japan.
Disaster Recovery	Disaster recovery provides on-demand rerouting for incoming traffic. In the event of a failure of the main site, traffic redirects to alternative geographic or mobile numbers or to an alternative SIP signalling IP address. Routing tables are preloaded on the Colt platform in accordance with the ordered service specifications. The features of the Disaster Recovery add-on service include: • Online instant activation • 24x7x365 Colt Support availability • Multiple Disaster Recovery Plans which can be activated separately SIP Trunking allows for two re-routing Methods to manage a situation requiring Disaster Recovery:
	• Rerouting VoIP traffic to a different IP Address: re-direction of SIP signalling to a different IP PBX to divert all incoming VoIP traffic • DDI based rerouting of numbers or number ranges grouped per Disaster Recovery Plan: Up to 1000 single numbers (DDIs) or non-contiguous number ranges per plan can be diverted to any number, anywhere. Invoke and revoke process: • The Disaster Recovery rerouting of the traffic can be initiated by the Customer via Colt Online. • Colt will provide role-based access to Colt Online. The primary role provides the user with access to the plan and the ability to activate the plan. The read-only role provides access to the routing plan but does not allow the user to activate the plan. The Customer is responsible for assigning the required roles to their users. To invoke or revoke the service via Colt Online, at least one primary role must be assigned. • Alternatively, rerouting can be manually (de-)activated upon request after contacting Colt Support. • After authentication of the requestor Colt will invoke or revoke the disaster recovery method or plan and verify that the re-routing has been successful. • Details can be found in the Colt Online Service Guides. Remarks: • Colt will configure the call diversions considering grouping and short numbers wherever possible to reduce complexity and improve activation speed. Such optimisation is not possible with diversions to single, non-consecutive destination numbers such as mobile numbers. It is recommended to set up multiple smaller plans to better control resiliency and improve efficiency and/or to only add numbers for which incoming calls are critical for the business. • In case of redirection to alternative numbers, an IN Geo rating plan will be specified on the customer facing sheet applicable for the order. In the absence of any specified tariffs for the rerouted traffic, the tariffs applicable to your Colt SIP Trunking service will be set up. Redirection to an alternative Ip Address or Colt SIP Trunking service requires no additional tariff plan. • The Customer is responsible for specifying their routing plan. Disaster recovery routing/plans needs to be tested successfully by the Customer before any project sign off can be made. This is to ensure that Disaster Recovery Option has been implemented and established.
Call Forwarding Unconditional	This feature is similar to Inbound call re-routing, when invoked calls will be diverted to a pre-selected number always. It does not wait for any response from remote end. Forwarding number is always preselected (pre-configured) and mapped to a single or multiple DDI number(s).

Call Forwarding on Busy	This feature allows calls to be diverted to a preselected number, when remote end response is busy. Forwarding number is always preselected (pre-configured) and mapped to a single or multiple DDI number(s).
Call Forwarding on No answer	This feature allows call to be diverted to a preselected number, when remote end does not answer, till answer timer expires. Forwarding number is always preselected (pre-configured) and mapped to a single or multiple DDI number(s).
Call Forwarding on No answer and Busy	This feature allows call to be diverted to a pre-selected number, when remote end does not answer, till answer timer expires or remote end response is busy. Forwarding number is always preselected (pre-configured) and mapped to a single or multiple DDI number(s).

6. Fair Usage Policy Written Framework

When using Colt's voice services in connection with voice flat rates, the customer is obliged

- not to establish any connections other than direct person-to-person voice telephony and direct fax connections to users;
- not to establish any connections that result or are intended to result in payments or other consideration to the customer or third parties;
- not to establish connections to enable third parties to use the telecommunications service or to pass it on to third parties in any other way;
- not to use a voice flat rate to offer telecommunications and value-added, call centre or telephone sales services or for mass communication services;
- not to set up call forwarding from connections for which no voice flat rate has been ordered to connections for which a voice flat rate has been ordered;
- not to initiate any automated, non-manual dialling processes, for example for the purpose of remote monitoring of technical devices.

Colt reserves the right to invoice connections within the meaning of this section at the connection prices in accordance with Colt's current "Price list for connections".

7. Global SIP Trunking/SIP Trunking Country Expansion

If any Customer enters into an order for Global SIP Trunking/Sip Trunking country expansion, then the below mentioned country specific Service Description and Service Level Agreement shall apply accordingly.

Country	URL
Luxembourg	www.colt.net/CCP/SIPTLX4
Czech Republic	www.colt.net/CCP/SIPTCZ3
Japan	www.colt.net/CCP/SIPTJP2
Norway	www.colt.net/CCP/SIPTNO5
Poland	www.colt.net/CCP/SIPTPO2
Romania	www.colt.net/CCP/SIPTRO3
Slovakia	www.colt.net/CCP/SIPTSL3
Singapore	www.colt.net/CCP/SIPTSG5
South Korea	www.colt.net/CCP/SIPTSK1
Hong Kong	www.colt.net/CCP/SIPTHK5
Finland	www.colt.net/CCP/SIPTFL6
USA	www.colt.net/CCP/SIPTUS5
Australia	www.colt.net/CCP/SIPTAU4
Canada	www.colt.net/CCP/SIPTCN4
Hungary	www.colt.net/CCP/SIPTHU1
Greece	www.colt.net/CCP/SIPTGR1

8. Service Levels

i Introduction

This SLA:

- sets out the SLA metrics and performance compensation regime for Colt SIP Trunking Services;
- covers Off-Net Services only where specifically referenced

Important Note:

Colt's Service in Japan supports On-Net dedicated Ethernet Virtual Private Network (E-VPN) connection only. Any metrics and performance compensation regime related to a connectivity option which is not On-Net Dedicated E-VPN, is applicable for Service in Europe only.

The following connectivity options are not available in Japan: Dedicated access over IP VPN, NNI access connection, converged service and internet service.

ii Service Delivery Agreement

The target delivery lead time is an estimate of the time it will take Colt to deliver the Customer's Service from the date of Order Confirmation. The target delivery lead times for On-Net Services for connected premises are set out in Table A below. If Colt is connecting new premises to Colt's network as part of the Service, Colt will provide the Customer with the target delivery lead time on a case-by-case basis. Following Order Confirmation, Colt will confirm to the Customer the Promised Date (CPD) which is the date on which Colt will deliver the Service. If the CPD is not met, then the Customer will have the right to claim service credits, as set out in Table B below.

Table A: Target lead times for the Service Delivery Agreement in Europe and Japan

Connectivity options	Target delivery lead times (working days) for connected premises
Dedicated IP VPN connection (On-Net) - connected premises	32
Dedicated E-VPN connection (On-Net) - connected premises	22 (see note v)
Dedicated Colt Internet Access	20
Converged, existing connections (IP VPN/Colt Internet Access (IP Access), 3 rd Party Internet	9 (see notes iii & iv)
Converged, existing connections via NNI (E-VPN or IP VPN)	15

Notes:

- The target excludes any time to complete number porting, if number porting is required.
- Target delivery times do not include customer support activity for service activation where requested.
- Applies only to Colt IP Access with managed CPE. (note: vCPE requires extended lead time to convert to managed CPE).
- The delivery lead time for Colt SIP Trunking delivered over another Service (converged connection) is additional to the lead time for the Service itself. For example, if the Customer orders new Colt IP VPN and Colt SIP Trunking Services at the same time, the lead time for Colt SIP Trunking will be the sum of both Service lead times (i.e. the Colt IP VPN must be deployed before the Colt SIP Trunking provisioning can start). If all required aspects of the converged service are in place, the lead time will be just that of the Service.
- In Japan, delivery lead time can vary and will be confirmed following Order Confirmation.

Table B: Service credits for the Service Delivery Agreement in Europe

Working days past CPD	Colt SIP Trunking On-Net Service (service credit as % of installation charge)
≥ 1 & ≤ 5	5
> 5 & ≤ 10	15
> 10 & ≤ 20	25
More than 20	100

Notes:

- i. Claims are subject to an upper limit of €1000 per claim per Service.
- ii. For Off-Net Services, if the third-party supplier does not provide a committed delivery date, Colt can only provide a target completion date. Therefore, in the event of delay, no service credits will apply.

Table C: Service credits for the Service Delivery Agreement in Japan

Working days past CPD	Credit (amount with tax)
≥ 1 & < 6	2,300 yen/circuit (2,415 yen)
≥ 6 & < 11	4,500yen/circuit (4,725 yen)
≥ 11	6,800 yen/circuit (7,140 yen)

iii Fault Handling Agreement

Colt offers a Target Time To Repair ('TTTR') for Service-Affecting Faults as set out in Table D below. The TTTR is the target length of time from when the fault is logged by Colt opening a trouble ticket, either due to the Customer reporting the fault or due to Colt detecting the fault, until the time the fault is resolved. In the event that Colt fails to meet the TTTR for Service Affecting Faults then the Customer has the right to claim service credits for each specific Service as set out in Table E below. Repair times for Non-Service-Affecting Faults will be mutually agreed on a case-by-case basis and none are offered (nor service credits given) as standard. Colt will try to repair Non Service Affecting Faults within 3 working days.

Table D: Performance metrics for the Fault Handling Agreement

Connectivity options (Dedicated Connection – IP VPN or E-VPN based)	Target Time To Repair for Service-Affecting Faults (hours)
On-Net	4
Off-Net	8
Fibre ULL	8 (note i & ii)
Premium DSL	8 (note i & ii)
Business DSL	12 (note i)
Standard DSL	24 (note i)

Notes:

- i. This SLA applies to components provided by Colt (such as DSL access equipment and modems) with the exception of France, Belgium, Switzerland and Business DSL Services in Italy, Colt cannot guarantee the Time To Repair (TTTR) for any faults or outages caused by a malfunction in any third party-provided copper line. Colt will nevertheless honour the TTTR Service Credits for Premium DSL Services in all countries and

Business DSL Services in Italy.

- ii. Premium DSL and Fibre ULL in France and Premium DSL in Belgium is 4 hours.
- iii. If Colt does not provide a Dedicated Connection as part of the Customer's Service then faults caused by the Customer's separate data service used to access the SIP Trunking platform (e.g. Colt IPVPN, IP VPN over existing NNI, Colt E-VPN or the Internet) will be subject to the separate SLA of the Customer's underlying data service if provided by Colt and the TTTR and service credits under the Customer's Service Contract will not apply.

Table E: Service credits for the Fault Handling Agreement

Colt SIP Trunking Services (hours past TTTR)	Service credits (% of monthly service charge)	
	On-Net, Off-Net, Fibre ULL and Premium DSL	Business and Standard DSL
> 0 & ≤ 3	5	5
> 3 & ≤ 4	10	
> 4 & ≤ 6	15	
More than 6	25	

iv Service Availability Agreement

Colt provides end-to-end Service Availability. The calculation used is based on the number of recorded Service-Affecting Faults per Service logged by Colt 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, then the Customer will have the right to claim service credits for the affected Service as set out in Table G below.

Table F: Target Service Availability

Service Access	Target Service Availability (%)	
	Dedicated connection	Dedicated connection (Dual Homed)
On-Net	99.9	99.95
Off-Net	99.85	99.9
Fibre ULL	99.85	N/A
Premium DSL	99.85	N/A
Business DSL	99.8	N/A
Standard DSL	98.5	N/A
SIP Trunking Platform only	99.99 (note ii)	

Notes:

- i. This SLA applies to components provided by Colt (such as DSL access equipment and modems). However, with the exception of France, Belgium, Switzerland and Business DSL Services in Italy, this SLA does not apply to any faults or outages caused by a malfunction in any third party-provided copper line.
- ii. The target service availability for the SIP Trunking Platform applies only Converged Service and does not include a Dedicated Connection. Periods of unavailability caused by faults on the Customer's separate data service will not be included in the service availability calculation for the SIP Trunking platform.

Table G: Service credits for the Service Availability Agreement

Colt SIP Trunking Services (% points below target Service Availability on an annual basis)	Service credits (% of annual service charge)	
	On-Net, Off-Net, Fibre ULL and Premium DSL	Business and Standard DSL
>0% and ≤0.5%	5	5
>0.5% and ≤1.0%	10	
>1.0% and ≤1.5%	15	
>1.5%	20	

^v Service Quality

The following targets are applicable to dedicated connections only. Where another service is used to connect to the Colt SIP Trunking platform, the underlying service targets within that service apply and the following parameters are not applicable.

Targets for voice quality, packet loss, round trip delay and Jitter (tables H–J) apply only where the Customer is operating within the recommended network load parameters:

The targets for Packet Loss, Round Trip Delay and Jitter apply between the SIP Trunking platform and the service demarcation point (the LAN interface on the Colt Customer Premise Equipment).

- Access link load: if the Customer sends greater than 100% of the access link capacity for an instantaneous period, the SLA shall not apply during the period where traffic offered is greater than the access link capacity
- IP bandwidth must be equal to or higher than 1Mbps

Voice Quality – Mean Opinion Score

Mean Opinion Score (MOS) provides an indication of voice quality across a given link. Figures are provided as a guide only for comparison with the Colt SIP Trunking online performance portal. MOS levels are averages over a calendar month.

Table I: Voice quality – Mean Opinion Score

Codec type	MOS level
G.711	4.2
G.729a	3.9

Packet Loss Agreement

Packet loss ratio is defined as the number of IP packets which fail to be successfully conveyed from the customer interface to the Colt SIP Trunking platform across the dedicated access connection, divided by the total number of IP packets transmitted over a calendar month.

Table H: Packet Loss Agreement

Access Tier	Target Packet Loss Ratio
On-Net, Off-Net, Fibre ULL and Premium DSL	1 in 10 ⁶
Business & Standard DSL	1 in 10 ³

Round Trip Delays

A Round Trip Delay (RTD) is the time taken for a 32-byte packet to traverse from network termination point to service platform and back to network termination point. Round trip delays are calculated as an average over a calendar month.

Table I: Round Trip Delay Agreement

Access Tier	Round trip delay (RTD) ms
On-Net, Off-Net, Fibre ULL and Premium DSL	< 50ms
Business & Standard DSL	< 90ms

Jitter

Jitter is the variation in arrival times for the 32-byte packets which have taken the same path from Colt SIP Trunking Service platform to the customer premises. Average Jitter is calculated over a calendar month.

Table J: Jitter level Agreement

Access Tier	Jitter level
On-Net, Off-Net, Fibre ULL and Premium DSL	< 10ms
Business & Standard DSL	< 20ms

vi Resiliency

To ensure proper functionality, optional resiliency services need to be successfully tested by the Customer, prior to the first usage. Colt will not be liable for any Customer misconfiguration or any other errors made by the Customer.

Disaster Recovery

Requests to invoke or revoke the Disaster Recovery service can be initiated by the Customer on Colt Online or via Colt Support. Initiation via Colt support is required in the following cases:

- overlapping Disaster Recovery Plans (same numbers are part of different plans),
- service not available via Colt Online,
- failed request via Colt Online.

Colt Support may commence activation or deactivation of the IP routing or first number of the specified Disaster Recovery Plan within two (2) hours of receiving a valid and authorised request from the Customer via Colt Support.

Requests via Colt Online will start re-routing calls to the first number of the Disaster Recovery Plan or to the alternative IP Address within a few minutes.

In case of re-routing of numbers, each translation is handled separately by the server, for both, the online (de-)activation and the intervention of the support team. Therefore, the total lead time required to complete the (de-)activation of the entire service is dependent on the amount of number translations, the size of the activated Disaster Recovery Plan(s) and the complexity of the ranges.

Colt will not be liable for any Customer misconfiguration or any other error made by the Customer.

Colt will route all traffic to the destination specified in the Disaster Recovery Plan. Customer must ensure the configuration for the destination and that the receiving service is available and has sufficient capacity.

vii General

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

- a) There is not appropriate power or there is a power failure at the Customer's site.
- b) Faults or interoperability issues with the Customer own IP PBX equipment.
- c) Where Colt or Colt's authorised representatives are not granted access to the site.
- d) The fault is due to the Customer's actions or the actions of the Customer's employees or agents.
- e) Where external Internet conditions such as distributed denial of service attacks impact Internet access
- f) Failure of elements of the service which are within the Customer's control, such as expiration of encryption certificates provided by the Customer.

Faults relating to voice quality are excluded from the SLA for Colt SIP Trunking over a connection without Quality of Service (e.g. Internet) or an incorrectly dimensioned connection.

The total of all credits under this SLA for On-Net Services cannot exceed 40% of the annual service charge for the affected Service.

For non-DSL Off-Net Services the total of all credits under this SLA cannot exceed 20% of the annual service charge for the affected Service.

For Fibre ULL and DSL Services the total of all credits under this SLA cannot exceed 10% of the annual service charge for the affected Service.

viii Global SIP Trunking/SIP Trunking Country Expansion

If any Customer enters into an order for Global SIP Trunking/SIP Trunking Country Expansion, then the below mentioned country specific Service Description and Service Level Agreement shall apply accordingly.

Country	URL
Luxembourg	www.colt.net/CCP/SIPTLX4
Czech Republic	www.colt.net/CCP/SIPTCZ3
Japan	www.colt.net/CCP/SIPTJP2
Norway	www.colt.net/CCP/SIPTNO5
Poland	www.colt.net/CCP/SIPTPO2
Romania	www.colt.net/CCP/SIPTRO3
Slovakia	www.colt.net/CCP/SIPTSL3
Singapore	www.colt.net/CCP/SIPTSG5
South Korea	www.colt.net/CCP/SIPTSK1
Hong Kong	www.colt.net/CCP/SIPTHK5
Finland	www.colt.net/CCP/SIPTFL6
USA	www.colt.net/CCP/SIPTUS5
Australia	www.colt.net/CCP/SIPTAU4
Canada	www.colt.net/CCP/SIPTCN4
Hungary	www.colt.net/CCP/SIPTHU1
Greece	www.colt.net/CCP/SIPTGR1

ix Definitions

Dedicated Connection

A physical connection to the Customer's site supplied as part of the Customer's Colt SIP Trunking Service for the collection and delivery of all signalling and media traffic.

DSL

Digital subscriber line

Non-Service-Affecting Fault

Any fault or condition which is not a Service-Affecting Fault.

Off-Net

A Service provided wholly or partly using other licensed operators' network. Colt will confirm to the Customer at the point of order whether the Service has an Off-Net component.

On-Net

Service provided wholly using Colt's network.

Service-Affecting Fault

Any failure of our fibre, transmission or terminating equipment, which causes full or partial loss of signals to the Customer's Service in one or both transmission directions.

Service Availability

The time for which a Service is available, expressed as a percentage of the total time in a Service Measurement Period.

Service Measurement Period

The measurement period is one year, starting from the Service activation date and each subsequent anniversary.

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

9 General Terms & Conditions

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 cooperation necessary for Colt to provide the Service and carry out any necessary maintenance.

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 endeavor 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. 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.

12.1.2 **"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.

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

12.1.4 **"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;

12.1.5 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.

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