

Terms & Conditions

G-Cloud 15

Lot 2b

Colt Intelligent Network Services

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Author	Colt Technology Services
Owner	Rabeh Atoui

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1. Service Level Agreement for Colt Intelligent Network

The Service Level Agreement (SLA) describes the guaranteed levels of service that you will receive from Colt. It also sets out the service credits available should we fail to provide those levels of service.

This document forms an integral part of the Service Contract, and should be read alongside the applicable Service Description for Colt IN Services.

1.1 Service Delivery

The Target Delivery Lead Time is an estimate of the time it will take for Colt to deliver the Service from acceptance of the completed and accepted Order (Order Confirmation). After Colt accepts an Order, Colt will use reasonable endeavors to deliver the Service depending on the ordering method used as per below tables.

As soon as Customer is on-boarded and with the proper licenses/registration requested by the National Regulatory Authority in case of the Customer resells Colt's (or any other operator's) numbering⁵, the Customer will receive an online account with login details to the Colt extranet (Colt Online). This gives access to the self-care ordering portal (Voice On Demand) from where the Customer can order as many IN numbers as required.

1.2 Voice on Demand portal - Target Delivery Lead Times

Order Type	Target Delivery Lead Time ¹ Working Days from Order Confirmation Date
Up to 100 IN Colt numbers - (a new Service Access Number provided from the Colt number pool ² , with one-to-one number translation)	2
Modification of a one routing plan ³	2 ⁴

Note:

1. Applicable for 100 Colt Service Access Numbers (SANs) or less. For more than 100 SANs, lead times will depend on the number of Service Access Numbers. Lead time applies to provision of the SAN. The SLA of the service provisioning depends on the premises on which it will be delivered over.
2. For ported numbers, the donor provider's lead time must also be added since it doesn't take into consideration the porting lead time
3. Up to a routing complexity of 5 logical destinations, 3 different time windows, Mobile, payphone and foreign country blocking. For IN services in the Netherlands, Belgium and Switzerland an additional 5 working days should be added to the above timeframe to allow for local requirements to be met.
4. Any new IN platform account will be created in parallel of IN numbers delivery
5. In Spain, the Customer must also notify the sub-assignment of numbering to the Spanish Regulatory Authority (Comisión Nacional de los Mercados y la Competencia) for its approval prior to use such numbering, and report it to Colt. In addition, the numbers must be requested in Spain within the same 100 consecutive numbers range.

In France any allocation/reselling (performed after the 1st of August 2018) of PRS, Shared Cost, Freephone, Nomadic (i.e. 09xxx), and short numbers to Resellers/Operators is forbidden (for any allocation/reselling). Also, sub-allocation/sub-reselling of any type of numbers is forbidden in France. Any reseller of French numbers needs to be registered as an operator as per article L. 33-1 of the French Post and Electronic Communications Code (registration is delivered by ARCEP).

1.3 Service Request Forms - Target Delivery Lead Times

In case the Voice On Demand portal is not used for ordering, a Service Order can be filled, signed and submitted to place an order.

In parallel of IN numbers delivery, a new IN platform account will be created or the existing account will be updated independently of any Contact Center services (if applicable).

For instance, to activate and manage agent profiles in the Contact Centre Service, there is different portal/login depending on the product purchased.

Order Type	Target Delivery Lead Time ¹ Working days from Order Confirmation
Up to 10 IN Colt numbers - a new Service Access Number provided from the Colt number pool, with one-to-one number translation	5
Up to 100 Colt IN numbers - advanced routing	10 ¹
Up to 10 Colt Contact Centre ² numbers with Standard IVR functionality (excluding external dB integration, http functions, IVR Advanced and agentworkplace)	10 ³
Modification of one routing plan ⁴	2

Note:

1. Applicable for 100 Colt Service Access Numbers (SANs) or less. For more than 100 SANs, lead times will depend on the number of Service Access Numbers. For ported numbers, the incumbent provider's lead time must also be added. Lead time applies to provision of the SAN. In Italy, for PRS numbers (decade 89X) an additional 30 calendar days should be added due to local requirements to be met
2. Once the Contact Centre numbers are set up, then the routing plans and the IVRs are configured and finally the agents set up is done.
3. For more than 10 Contact Centre Service Routing plans, and features which include Agent Workplace, dB integration, http functions and all IVR advanced features (VXML, Call Parameter, SOAP, String, Loop, SOAP and external CRM integration), lead times will be provided on the completed of a solution design by a Contact Centre Specialist.
For ported numbers, the incumbent provider's lead time must also be added. Lead time applies to provision of the SAN. If the premises are directly connected, Colt Voice Line SLAs apply to the delivery of IN Calls.
4. The routing plan can be modified according to the needs of the Customer to include, up to:5 logical destinations, 3 different time windows, mobile, payphone and foreign country blocking.
For IN services in the Netherlands, Belgium and Switzerland an additional 5 working days should be added to the above timeframe to allow for local requirements to be met.
If the delivery of the IN service requires the connection of a customer site to the Colt network, the SLAs of the corresponding service will apply.

1.4 Service Delivery Guarantees

If Colt is unable to provide new SAN's in the time stated above, the Customer is entitled to claim service credits, based on the following, up to a maximum of €5,000 per order.

Working days beyond CPD	Service Credits based on % of installation charge
≥ 1 & ≤ 5	25%
5 ->10	50%
>10	100%

For all Colt IN services the above Service Delivery Guarantee will not apply if:

- The numbers are being ported to Colt: in this case the timeframe will be subject to the porting process in each country.
- Customer equipment is faulty, or is incompatible with Colt's ability to deliver calls to the customers specified translated address destinations (TAD's)
- Order details are incorrect, preventing the required data file from being completed.
- Force Majeure conditions apply where Colt is prevented or delayed, in carrying out its duties or providing services, by circumstances or events beyond its control (please refer to the contract in place)

1.5 Service Availability

Colt monitors its network 24x7x365.

The Service is unavailable when there is a loss of IN platform connectivity. The Service availability is measured per Service Access Number.

The measurement period is one (1) month starting from the service activation date and each subsequent anniversary. Availability is stated by showing unscheduled unavailability as a percentage of the measurement period i.e.

$$availability = \frac{\text{measurement period} - \text{unscheduled unavailability} \times 100\%}{\text{measurement period}}$$

Unscheduled Unavailability is measured by the Colt Fault Management System. It starts when Customer reports a fault and a trouble ticket is opened by Colt, and ends when Colt resolves the fault and close the trouble ticket. Colt will inform Customer (or attempt to inform Customer) that Colt has resolved it.

The following causes of unavailability are excluded:

- planned works or Maintenance Windows as defined in section 7
- events of Force Majeure as defined in applicable contract.
- failures of Non-Colt network elements involved in the origination and termination of an IN Services call
- acts, faults or omissions of yours or any third parties' employees, contractors or agents that are outside Colt's control, such as the failure of customer equipment and power supplies
- when Customer asks Colt to do a test and Colt finds no fault
- when Customer asks Colt to modify the Service
- when Colt suspends the Service in accordance with the contract
- when Customer's equipment or applications fail
- when Customer does not let Colt have reasonable access to equipment or the Service
- when Customer does not operate the Service according to the contract
- failures or outages that are induced by the Customer or attributed to the Customer

1.5.1 Target Service Availability

Service Infrastructure	Target Service Availability (%)
Colt IN services platform	99.95

1.5.2 Service Availability Guarantee

If availability falls below the guaranteed target, Customer can claim Service Credits up to a maximum of €5,000 per annum of usage

Availability percentage points below target	Service Credits percentage of average monthly Call charges ¹ /outpayments (%) ²
< 0.1	1
0.1 - 0.2	2
> 0.2	3

Note:

Call Charges: Amount billed by Colt for numbers generating calls. (See Section 5)

Outpayment: Amount paid by Colt to the Customer only for shared cost or premium rate numbers; excluding the termination charge.

1.6 Guaranteed Time To Repair (TTR)

Guaranteed TTR applies when the Service suffers a complete outage and is completely unavailable as described in section 2. This does not apply to degraded service faults (see below).

TTR is measured by the Colt Fault Management System. It starts when a fault is reported and a trouble ticket is opened by Colt and ends when we resolve the fault and close the trouble ticket. Colt will inform the Customer (or attempt to inform the Customer) that Colt has resolved it.

Premises Type	Guaranteed TTR (hours)
Directly connected to the Colt network	4
Termination to an interconnect to a third party network**	8*

* the time to repair does not take into consideration the TTR of the third party

** This SLA applies for connectivity up to the interconnect between Colt and a third-party network. Where the Customer has service terminating on a non-Colt connection any issues in that network affecting service are not Colt's responsibility and are excluded from this SLA.

1.7 Service Repair Guarantee

If the Service is not repaired within the guaranteed TTR, claims are subject to an upper limit of €8,000 per claim per Service for European contracted customers (see section 5). If Colt fails to meet the guaranteed TTR for a particular service for three (3) consecutive months, the Customer may cancel that service without penalty.

Hours past Guaranteed TTR	For Service Access Numbers: Service Credits (percentage of average monthly call charges / outpayments) For SIP InterConnect : Service Credit (percentage of SIPINC monthly recurring rental Charges, excluding call conveyance Charges)
≤ 2	5
> 2 ≤ 4	10
> 4 ≤ 6	15
> 6	20

The Service Repair Guarantee does not apply if:

- the fault is not the responsibility of Colt, i.e. the issue lies in a 3rd-party network
- there is not appropriate power on the premises, or there is a power failure at the premises
- Customer equipment is faulty or incompatible with Colt's service
- Colt or its agent is not granted access to the premises

1.8 Claiming service credits against this SLA

To make a claim, the Customer must send a registered letter with acknowledgment of receipt to Colt within thirty (30) working days of the relevant event. If there is a conflict of data, Colt's data is binding .

The average monthly call charge will be calculated over the last three (3) billed months prior to the event. If the contract is less than three (3) months old then the average monthly call charge will be calculated on all call charges from the installation date up to the event.

1.9 Exclusions

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

- a) a Force Majeure event;
- b) there is not appropriate power or there is a power failure at the customer site;
- c) where Colt or its authorised representatives are not granted access to the site;
- d) Customers faulty Equipment;
- e) the fault is due to customers actions or the actions of the customers employees or agents; and
- f) where external Internet conditions such as distributed denial of service attacks impact Internet access.

2. Service SPECIFIC TERMS (“SST”) applicable to IN GEO and Freephone Services related to numbers of the phone dialling plan

These SSTs apply in addition to the Colt CCP (“Customer Contract Pack”) and together with an Order Confirmation, Order Form, service description, Service Level Agreement and the CCP General Terms and Conditions (“GTC”) constitute an Order. In the event of any conflict between any of these SSTs and the GTC, these SST shall prevail.

2.1 DEFINITIONS

In these SSTs, the terms Capitalised Terms, not defined in the GTC, shall be defined as follows:

2.1.1. **Regulatory Authority:** means the National Regulatory Authority and any other entity replacing it in its functions

2.1.2. **Tariff Code:** means the Code identifying the charges for the unique Geographic Number (all taxes included) per minute of connection and/or per call.

2.1.3. **Services Editor/Provider:** means the Customer via an IN GEO or a Freephone Number, for which it has editorial responsibility.

2.1.4. **Third Party Service Provider:** means a third party service provider via an IN GEO or Freephone Number, for which it has responsibility to whom the Customer provides the IN GEO or Freephone service.

2.1.5. **Fraud:** means the deliberate use of deception or dishonesty to disadvantage or cause loss (usually financial) to another person or party. The following is a non-exhaustive list of acts which Colt views as Fraud:

- Agreements or collusions between an End User and the Customer or Third Party Services Provider to artificially increase the volume of calls and/or the amount of OutPayment;
- Any failure to supply a service or the supply of a fictitious service;
- Artificially generated traffic (i.e. by a machine) used purely for the purposes of generating traffic;
- Any report by a Originating Operator to Colt of a Fraud or suspected Fraud on an IN GEO or Freephone Number;

2.1.6. **Price List:** document defining the tariffs for Services and IN GEO or Freephone services. The sums are expressed in the local currency of the contracting Colt entity exclusive of tax.

2.1.7. **PCA:** free of charge pre call announcement

2.1.8. **Originating Operator (or ‘Originating Operator’):** means an operator supplying the electronic communication service to the End User by means of which the End User accesses the IN GEO or Freephone service.

2.1.9. **Freephone Number:** any number specified as “Free to caller” in Ofcom’s national telephone numbering plan¹

2.1.10. **IN GEO Number:** any number specified in Ofcom’s national telephone number plan as a “Geographic number”

2.1.11. **Service:** means the service defined in Clause 2.2 **SERVICE.**

2.1.12. **Abnormal Traffic:** means traffic which, particularly as regards volumes, calls, duration of calls or caller number/called number pairs, appears abnormal, particularly where its characteristics exceed the warning thresholds concerning the values of calls held by Colt and/or the Originating Operator and/or specified in the Code of Conduct in force or which may indicate abusive use and/or attempted Fraud. The decision what abnormal means will be made reasonably and taking the specific circumstances into consideration, but caller number/called number pairs exceeding £ 250 is in any case deemed to be abnormal.

2.1.13. **End User:** means the end user(s) caller to the IN GEO or Freephone number.

2.1.14. **Customer:** means a party to any order for IN GEO or Freephone including the CCP terms including these SSTs to be able to offer IN GEO or Freephone services.

¹ <https://www.ofcom.org.uk/siteassets/resources/documents/phones-telecoms-and-internet/information-for-industry/numbering/other/national-numbering-plan.pdf>

2.2 SERVICE

2.2.1. Colt shall ensure the collection and routing of the communication between End Users and the IN GEO or Freephone Number(s).

2.2.2. All the services described in the previous paragraph are referred to as the 'Service'.

2.2.3. Colt is exclusively responsible for determining the technical means necessary for the connection. The Customer shall comply with all operational instruction communicated by Colt.

2.2.4. The Customer may, if requested in the Order, benefit from access to traffic management tools, such as:

- Route Activator, for routing management and planning
- INteractiv Suite, for the management of their home voice apps
- Active Report, for statistics on the traffic of its numbers
- Call Analyser, for examining their invoices based on collection tickets.

2.2.5. Colt may amend the Order, on written notice, at any time during the initial term in the event that such a change is mandated by law or regulation.

2.3 COMPLIANCE WITH THE RULES

2.3.1 IN GEO or Freephone compliant with the rules

2.3.1.1. The Customer shall undertake to supply the End User an IN GEO, or Freephone service compliant with all relevant laws and regulations, and decisions of the Regulatory Authority.

2.3.1.2. In its capacity as a professional in the field of electronic communication services, the Customer shall ensure that:

- a) No aspect of the IN GEO or Freephone should mislead the End User about the exact nature of the content of the said IN GEO or Freephone.
- b) The IN GEO or Freephone must not be used alone or in conjunction with other resources with the sole aim of generating traffic.

2.3.1.3. The Customer undertakes that it shall not use the IN GEO or Freephone service to commit illegal or unlawful actions and shall take all reasonable steps to ensure that no one and their agents and the Third Party Services Provider, use the IN GEO or Freephone service to commit illegal or unlawful actions.

2.3.1.4. The Customer shall inform Colt of any event which may affect the supply of the Service and/or IN GEO or Freephone service as soon as it is aware of such event.

2.3.1.5. The impact of bringing the tariffs in line with the result of any legal or regulatory changes concerning IN GEO or Freephone service shall not impose any liability on Colt and the Customer shall not be entitled to any compensation whatsoever.

2.3.2 Respect for Colt's reputation

The Customer shall undertake to avoid any risk of confusion between itself and Colt and/or the Third Party Services Provider so that the IN GEO or Freephone service is always identified at the start of the message and does not cause any damage to Colt's reputation or Colt's intellectual property rights.

2.3.3 Information of the Originating Operator, the authorities and ethical entities

Any breach or alleged breach by the Customer of the laws or regulations may be notified to the corresponding Originating Operator and to the Authority. The notification may be made as soon as the breach occurs and may not give rise to any compensation or damages of any kind whether in favour of the Customer or a third party.

2.3.4 Anti-money laundering and anti-bribery and corruption

2.3.4.1. The Customer shall not undertake any activity or shall not commit any act that could be considered to be a violation of any law or regulation designed to prevent or repress bribery, corruption or money laundering or terrorism financing in any

jurisdiction in which the Customer carries on its activities. The Customer shall take all appropriate measures, including the implementation of appropriate control measures, to ensure compliance with legislation and regulations on its behalf and by each of its members and employees and, should the Client provide the IN GEO or Freephone service to a Third Party Services Editor/Provider, by the Third Party Services Editor/Provider.

2.3.4.2. Failure to comply with these obligations or should Colt receive any complaint for failure to comply with these obligations will entitle Colt to terminate any existing Orders between Colt and the Customer. The termination will be effective immediately upon written notice.

2.4 COST OF USING THE SERVICE

The conditions governing payment and invoicing are set out in the Order and in the GTC.

In particular and in relation to the termination rates, Colt will charge Customer the third party operator's (OLOs) standard rates for non-Colt numbers, committing Colt to reduce prices as soon as there is a reduction of applicable termination rates from them.

2.5 LIABILITY OF THE PARTIES

2.5.1 Colt's liability

2.5.1.1. Notwithstanding the provisions of Clause 10 of the GTC, Colt shall not be liable, directly or indirectly as a consequence of a warranty claim, neither vis-à-vis the Customer or the Third Party Services Editor/Provider:

- In the event of Colt's failure to implement the PCA when this failure is the result of a preliminary Customer request as described in Clause 2. Colt will also legitimately hold the Customer liable in the event of a dispute arising out of the failure to implement the PCA owing to the Customer's incorrect information;
- In the event of Abnormal Traffic and/or Fraud in the use of IN GEO or Freephone Numbers;
- In the event of a failure of the Originating Operator to make an Out-payment to Colt;
- In the event of outstanding debts or disputes between the Customer and the End User and/or the Third Party Services Editor/Provider.

2.5.1.2. Contractual Year means the period of time starting from the date of the Order Confirmation or its anniversary and ending 12 months later (or, if earlier, on the date of expiry or termination of the Order).

2.5.1.3. The Customer understands and agrees that the limitations included in this clause are essential elements of the Order and in the absence of such limits the material and economic terms of the Order would have been substantially different.

2.5.2 The Customer's liability

2.5.2.a Obligation to provide information

2.5.2.a.1. Customer must inform Colt without delay as soon as it is aware of any action or claim made by a Third Party Services Provider, or by any End User or by any other third party in relation to the use of the Service by the Customer, and immediately forward to Colt any information and documents requested by Colt.

2.5.2.a.2. In the event of a claim by a Third Party Services Provider regarding withholding of Out-Payment, the Customer shall within five (5) calendar days from the date it informed Colt to forward the said claim and all the details in its possession, allowing Colt to examine the reasons for the said withholding.

2.5.2.a.3. The Customer's duty to provide Colt with information constitutes a material obligation on the part of the Customer.

2.5.2.a.4. In order to enable Colt to fulfil its own obligations to Originating Operators, Customer shall respond to any request made by Colt concerning an IN GEO or Freephone number within two (2) working days. Colt's request may, in particular, concern the full identity of the Third Party Services Editor/Provider.

2.5.2.b Obligation to impose certain conditions on Third Party Services Editors/Providers

2.5.2.b.1. The Customer shall undertake to pass on to the Third Party Services Provider all the obligations imposed on it under the terms of these SSTs and the GTC.

2.5.2.b.2. The Customer shall take necessary actions in order to ensure that it will be entitled to suspend and/or terminate its contract with a Third Party Services Provider should a Third Party Services Provider (i) fail to comply with the rules governing the allocation and use of IN GEO or Freephone numbers or (ii) violates the provisions applicable of the Order.

2.5.2.b.3. The Customer shall further undertake not to make any commitments regarding quality of service or liability beyond those agreed by Colt in the context of the Order concerned with the Third Party Services Editor/Provider.

2.5.2.c Liability

2.5.2.c.1. If Customer enters into a contract with a Third Party Services Editor/Provider, it shall do so on their sole liability. In any event, Customer shall be solely liable for the content supplied by the Third Party Services Provider and its actions.

2.5.2.c.2. Customer shall indemnify and hold Colt harmless in respect of any claims and/or actions brought before any administrative, judicial, arbitral or ethical authority in which Colt may be implicated as a result of any breach by itself or by the Third Party Services Provider or by the End User or by any other third party in relation to the use of the IN GEO or Freephone, regulation or legislation applicable to the IN GEO or Freephone service. Consequently, Customer may not hold Colt liable in the event of a dispute concerning the traffic generated by its activity or that of the Third Party Services Provider or End User, the nature of which is contrary to the regulation applicable to the IN GEO or Freephone service or these SST.

2.5.2.c.3. In particular, the Customer shall hold Colt harmless against the consequences of any claim made by any third party in relation to:

- Commitments entered into by the Customer in breach of the provisions of clauses 2.5.2.a. and 2.5.2.b. above, without prejudice to Colt's right to unilaterally terminate the Order in accordance with the conditions set out in Clause 2.6;
- The content of the Freephone or IN GEO service.

The Customer's failure to suspend the resale of the Service to a Third Party Services Provider when it turns out that the latter shows commercial practices and/or activities prohibited by the Code of Conduct and/or the applicable legislation and/or these SSTs.

When the Customer is liable, the Customer shall be liable for, in particular:

- a) All damages and interest claimed by any Third Party Services Provider who has not benefited from any Outpayment as the result of Fraud or Abnormal Traffic or a breach of the Code of Conduct, in respect of which Colt shall inform the Customer as far as possible when Colt is aware of it;
- b) Any payment such as fines or bailiff's fees which may be claimed by a third party, particularly the Originating Operator;
- c) Any loss incurred as a result of using the Freephone or IN GEO service in breach of the provisions of the Order.

2.6 SUSPENSION OR TERMINATION

This Clause 2.6. shall apply in addition to Clauses 5 and 9 of the GTC.

2.6.1 Suspension of the IN GEO or Freephone Number(s) and/or the Order(s)

2.6.1.1. Colt may suspend all or part of its obligations under the Order, particularly the provision of the Service or the access to IN GEO or Freephone Number(s) concerned:

- a) If, after notifying the Customer by email or by a registered letter, the Customer has not remedied within seven (7) calendar days the following breaches:
 - i. the Customer's breach of one of the provisions of the Order;
 - ii. a breach of the laws or regulations
 - iii. if the Customer, a Third Party Services Provider, an End User or a caller commits an act likely to have a noticeable and prejudicial effect on the quality of the Service or on Colt's network, or is subject to a police investigation or a criminal procedure.
- b) Without sending a formal notice or notification, in the following cases:
 - i. Intentional or serious breach of the laws, regulations, the Order, public policy or moral standards or a breach implied by aggravating circumstances according to the applicable regulation or the Code of Conduct.
 - ii. IN GEO or Freephone jeopardises rights, particularly the right to the reputation, integrity or honour of third parties.
 - iii. Non-compliance of the IN GEO or Freephone service with the national telephone numbering plan.
 - iv. Receipt by Colt of injunctions from the regulatory, judicial, arbitral or ethical authorities.
 - v. Receipt by Colt of several written or telephone complaints and/or claims within a limited period of time in connection with the IN GEO or Freephone service.
 - vi. The IN GEO or Freephone service is the subject of a judicial enquiry, civil procedure or criminal proceedings.

- vii. The event-based, seasonal or temporary nature of the IN GEO or Freephone service leading to an increase exceeding 100% of the Customer's reference traffic volume over the preceding month, and the Customer has failed to warn Colt at least one (1) month in advance.
- viii. No effective service has been provided to the End User calling the IN GEO or Freephone Number.
- ix. Withholding of any Out-payment concerning the IN GEO or Freephone service by the Originating Operator.
- x. Abnormal Traffic or Fraud.
- xi. Multiple unpaid invoices by the End User concerning the IN GEO or Freephone service.
- xii. Breach of clauses 2.3.2. or 2.3.3. above.
- xiii. Breach of the commitments undertaken into under clauses 2.5.2.a. and 2.5.2.b. above.

2.6.1.2. Depending on the seriousness of the breach, Colt will be entitled to suspend not only the Order but more generally all the Orders existing between Colt and the Customer.

2.6.1.3. In the event of a claim or court action, the opening of a criminal investigation, the filing of a criminal complaint, the sums not yet out paid to the Customer shall be retained by Colt. The sums retained under this Clause 2.6. shall not accrue interest.

2.6.2 Termination of the Order

2.6.2.1. If (i) within fifteen (15) calendar days after the suspension comes into force, the Customer has not remedied the breaches which lead to the suspension, or, (ii) the breach relates to the cases mentioned in clause 2.6.1.1. b) above, Colt shall be entitled to terminate the Order, in particular the provision of the Service or the access to IN GEO or Freephone Number(s) concerned, automatically, without prior notice and without any formality other than sending a registered letter to inform the Customer of the termination. The termination will be effective at the date stated in the registered letter with acknowledgement of receipt.

2.6.2.2. In case of emergency and should the breach be of such a serious nature, that it will be impossible for Colt to continue its relationship with the Customer, Colt will be entitled to terminate all the Orders existing between Colt and the Customer without prior notice and without any formality.

2.6.3 Indemnification

2.6.3.1. The different grounds of suspension and termination referred to in Clause 2.6.1. shall not entitle the Customer to any indemnity or compensation.

2.6.3.2. The Customer shall indemnify and hold Colt harmless in respect of any claims or fines or court actions or arbitral procedures and claims for payment and/or damages brought by their own customers, Third Party Services Provider /or End User as a result of suspension or termination.

2.7 PENALTY

2.7.1. In the event of any breach referred to in Clause 2.6.1.1. a), the penalties applicable shall be those set up in the Communications Act 2003 or applicable Code of Conduct.

2.7.2. In the event of any breach referred to in Clause 2.6.1.1. b), the penalties applicable shall be those set up in the Communications Act 2003 or applicable Code of Conduct.

2.7.3. The preceding provisions shall not affect any other claims of Colt resulting from the relevant breaches, or the right to suspend or terminate the Order referred to in Clause 2.6.

2.7.4. If Colt does not use its right to levy a penalty as soon as the breach occurs, it shall not mean that Colt waives its right to levy a penalty.

3. SERVICE SPECIFIC TERMS (“SST”) applicable to Shared Cost and Premium Rates Services related to numbers of the phone dialling plan

These SSTs apply in addition to the Colt CCP (“Customer Contract Pack”) and together with an Order Confirmation, Order Form, Service Description, Service Level Agreement and the CCP General Terms and Conditions (“GTC”) constitute an Order. In the event of any conflict between any of these SSTs and the GTC, these SST shall prevail.

3.1 DEFINITIONS

In these SSTs, the terms Capitalised Terms, not defined in the GTC, shall be defined as follows:

3.1.1. Regulatory Authority: (i) means the National Regulatory Authority and any other entity replacing it in its functions or (ii) any regulatory authority that may issue regulations dealing with Premium Rate Service (PRS).

3.1.2. Tariff Code: means the Code identifying the charges for the unique PRS Number (all taxes included) per minute of connection and/or per call.

3.1.3. Services Editor/Provider: means the Customer via a Shared Cost or a PRS Number, for which it has editorial responsibility.

3.1.4. Third Party Service Provider: means a third party service provider or via a Shared Cost or PRS Number, for which it has responsibility to whom the Customer provides the Shared Cost or PRS.

3.1.5. Fraud: means the deliberate use of deception or dishonesty to disadvantage or cause loss (usually financial) to another person or party. The following, is a non-exhaustive list of acts which Colt views as Fraud:

- Agreements or collusions between an End User and the Customer or Third Party Services Provider to artificially increase the volume of calls and/or the amount of Outpayment
- Any failure to supply a service or the supply of a fictitious service;
- Artificially generated traffic (i.e. by a machine) used purely for the purposes of generating traffic;
- Any report by a Originating Operator to Colt of a Fraud or suspected Fraud on a Shared Cost or PRS Number;

3.1.6. Price List: document defining the tariffs for Services and Shared Cost or PRS. The sums are expressed in the local currency of the contracting Colt entity exclusive of tax.

3.1.7. PCA: free of charge pre call announcement

3.1.8. PRS Number(s): premium rate number(s) usually beginning by 09, 118, 087 or five- or six-digit mobile voice and text short codes provided to Customer by Colt or allocated directly to the Customer pursuant to the applicable regulation.

3.1.9. Shared Cost number(s): shared cost numbers usually begin with 084 and 087 which can be provided to the Customer by Colt.

3.1.10. Originating Operator (or ‘Originating Operator’): means an operator supplying the electronic communication service to the End User by means of which the End User accesses the Shared Cost or PRS.

3.1.11. Out-Payment(s): means the out-payment(s) from Colt to the Customer in accordance with Clause 6.

3.1.12. PRSR (Premium Rate Service Reference): Ofcom’s national numbering plan¹ of Premium Rate Services managed OFCOM and comprising, in particular, the tariff of each PRS Number, information concerning the PRS operator, the Services Provider or the Third Party Services Provider and the description of the PRS.

3.1.13. Code of Conduct: recommendation(s) issued by a Regulatory Authority such as, in particular, the local Regulatory Authority in their latest version in force.

3.1.14. Service: means the service defined in Clause 2.

3.1.15. PRS: means Premium Rate Service made available to End Users by the Customer (directly or indirectly) accessible from a PRS Number.

3.1.16. Shared Cost: means Shared Cost Service made available to End Users by the Customer accessible through a Shared Cost number. Shared Cost Numbers are used for shared cost services which allow the caller to be charged for only part of the cost of the call, with the called party being charged for the remainder.

3.1.17. **Abnormal Traffic:** means traffic which, particularly as regards volumes, calls, duration of calls or caller number/called number pairs, appears abnormal, particularly where its characteristics exceed the warning thresholds concerning the values of calls held by Colt and/or the Originating Operator and/or specified in the Code of Conduct in force or which may indicate abusive use and/or attempted Fraud. The decision about what abnormal means will be made reasonably and taking the specific circumstances into consideration, but caller number/called number pairs exceeding £250 is in any case deemed to be abnormal.

3.1.18. **End User:** means the end user(s) caller to the Shared Cost or PRS.

3.1.19. **Customer:** means a party to any order for Shared Cost or PRS

3.1.20. **PSA:** means Phone-Paid Services Authority or PSA is the UK regulatory body for all premium rate, phone-paid services in the UK.

3.2 SERVICE

3.2.1. Colt shall ensure the collection and routing of the communication between End Users and the Shared Cost or PRS Number(s) and the associated Out-Payment. Colt may also provide one or more Shared Cost or PRS Numbers. In this event, the PRS Number(s) are specified in the Order.

3.2.2. All the services described in the previous paragraph are referred to as the 'Service'.

3.2.3. Colt is exclusively responsible for determining the technical means necessary for the connection. The Customer shall comply with all operational instruction communicated by Colt.

3.2.4. The Customer may, if requested in the Order, benefit from access to traffic management tools, such as:

- Route Activator, for routing management and planning
- INteractiv Suite, for the management of their home voice apps
- Active Report, for statistics on the traffic of its numbers
- Call Analyser, for examining their invoices based on collection tickets.

3.2.5 Colt may amend the Order, on written notice, at any time during the initial term in the event that such a change is mandated by law or regulation or Code of Conduct.

3.3 COMPLIANCE WITH THE RULES

3.3.1 Shared Cost or PRS compliant with the rules

3.3.1.1. The Customer shall undertake to supply the End User a Shared Cost or PRS compliant with all relevant laws and regulations, and decisions of the Regulatory Authority.

3.3.1.2. In its capacity as a professional in the field of electronic communication services, the Customer shall be deemed to be aware of the rules applicable to Shared Cost or PRS including the Code of Conduct. The Code of Conduct in force at the date of the Order are part of the contractual documents signed by the Customer. Colt will send to the Customer any new version of the Code of Conduct before their entry into force. These Code of Conduct will be applicable to the Parties as soon as they enter into force. Since Colt has no obligation to provide information in this regard, the following obligations are supplied by way of illustration and do not exempt the Customer from the need to keep itself informed of the applicable texts and developments thereto and the need to comply with them.

In its capacity as a professional in the field of electronic communication services, the Customer shall ensure that:

- a) No aspect of the Shared Cost or PRS should mislead the End User about the exact nature of the content of the said Shared Cost or PRS.
- b) The Shared Cost or PRS must not be used alone or in conjunction with other resources with the sole aim of generating traffic.

3.3.1.3. The Customer undertakes that it shall not to use the Shared Cost or PRS to commit illegal or unlawful actions and shall take all reasonable steps to ensure that no one and in particular, their agents and the Third Party Services Provider, use the Shared Cost or PRS to commit illegal or unlawful actions. The Customer shall undertake to inform its customers about the Code of Conduct and require them to respect the said recommendations, particularly vis-à-vis the End User.

3.3.1.4. The Customer shall inform Colt of any event which may affect the supply of the Service and/or Shared Cost or PRS as soon as it is aware of such event.

3.3.1.5 The impact of bringing the tariffs of the outpayment in line with the result of any legal or regulatory changes concerning

Shared Cost or PRS shall not impose any liability on Colt and the Customer shall not be entitled to any compensation whatsoever.

3.3.2 Respect for Colt's reputation

The Customer shall undertake to avoid any risk of confusion between itself and Colt and/or the Third Party Services Provider so that the Shared Cost or PRS is always identified at the start of the message and does not cause any damage to Colt's reputation or Colt's intellectual property rights.

3.3.3 Information of the Originating Operator, the authorities

Any breach or alleged breach by the Customer of the laws, regulations or Code of Conduct may be notified to the corresponding Local Loop Operator and to the Authority. The notification may be made as soon as the breach occurs and may not give rise to any compensation or damages of any kind whether in favour of the Customer or a third party.

3.3.4 Anti-money laundering and anti-bribery and corruption

3.3.4.1. The Customer shall not undertake any activity or shall not commit any act that could be considered to be a violation of any law or regulation designed to prevent or repress bribery, corruption or money laundering or terrorism financing in any jurisdiction in which the Customer carries on its activities. The Customer shall take all appropriate measures, including the implementation of appropriate control measures, to ensure compliance with legislation and regulations on its behalf and by each of its members and employees and, should the Client provides the Shared Cost or PRS to a Third Party Services Editor/Provider, by the Third Party Services Editor/Provider.

3.3.4.2. Failure to comply with these obligations or should Colt receive any complaint for failure to comply with these obligations will entitle Colt to terminate any existing Orders between Colt and the Customer. The termination will be effective immediately upon written notice.

3.4 COST OF USING THE SERVICE

The conditions governing payment and invoicing are set out in the Order and in the GTC.

3.5 OUT-PAYMENT

3.5.1. For each call made, Colt shall transfer to the Customer a sum determined by the Price List associated with the Order.

3.5.2. The Out-payment shall be calculated per call and/or duration from the first (1st) second after the PCA. Colt reserves the right not to make any Out-payment for calls of less than two (2) seconds after the PCA, in particular in cases where the Originating Operator could not invoice the call. Colt shall not make any Out-payment when the call is international, or of unknown or missing origin.

3.5.3. Colt shall issue no later than the twentieth day (20) of each month, an Out-payment statement of all the Customer's traffic for the preceding month, subject to the provisions of this Clause and the Customer's compliance with the provisions of Clause 3. On the basis of this retroactive statement, Colt shall undertake to pay the Outpayments sixty (60) days after the date on which Colt receives the Customer's invoice.

3.5.4. Colt has no agency obligation regarding the Out-payment. Colt will not make any Out-payment if the Originating Operator does not pay the corresponding sums to Colt. Should Colt make the Out-payment in advance and should the corresponding sums not be paid to Colt by the Originating Operator, Colt will be entitled to obtain reimbursement from the Customer or to set-off these sums against future Outpayments.

3.5.5. In particular and in relation to the termination rates, Colt will charge Customer the third party operator's (OLOs) standard rates for non-Colt numbers, committing Colt to reduce prices as soon as there is a reduction of applicable termination rates from them.

3.6 LIABILITY OF THE PARTIES

3.6.1 Colt's liability

3.6.1.1. Notwithstanding the provisions of Clause 10 of the GTC, Colt shall not be liable, directly or indirectly as a consequence of a warranty claim, neither vis-à-vis the Customer or the Third Party Services Editor/Provider:

- In the event of Colt's failure to implement the PCA when this failure is the result of a preliminary Customer request as described in Clause 2. Colt will also legitimately hold the Customer liable in the event of a dispute arising out of the failure to implement the PCA owing to the Customer's incorrect information;
- In the event of Abnormal Traffic and/or Fraud in the use of PRS Numbers;
- Where the PRS numbers are used in a manner which contravenes the obligations imposed on the Customer in these SST and, in particular, failure to observe the Code of Conduct and the obligations to provide information and cooperation with Colt specified in Clauses 3.
- In the event of a failure of the Originating Operator to make an Out-payment to Colt;
- In the event of outstanding debts or disputes between the Customer and the End User and/or the Third Party Services Editor/Provider.

3.6.1.2. Notwithstanding the provisions of Clause 10 of the General Terms and Conditions, it is agreed between the parties that, for the Order concerning PRS Numbers generating an Out-Payment, the overall liability of Colt and its affiliates as regards all claims, losses, costs or damages arising out of any breach in relation to the Order (or the Orders in question where several Orders have been affected), any infringement of the law or otherwise during the course of a Contractual Year (in accordance with the definition hereunder) shall be limited to 5% of the amounts actually paid by Colt by way of the Out-Payment during the said Contractual Year.

3.6.1.3. Contractual Year means the period of time starting from the date of the Order Confirmation or its anniversary and ending 12 months later (or, if earlier, on the date of expiry or termination of the Order).

3.6.1.4. The Customer understands and agrees that the limitations included in this clause are essential elements of the Order and in the absence of such limits the material and economic terms of the Order would have been substantially different.

3.6.2 The Customer's liability

3.6.2.a Obligation to provide information

3.5.2.a.1. Customer must inform Colt without delay as soon as it is aware of any action or claim made by a Third Party Services Provider, or by any End User or by any other third party in relation to the use of the Service by the Customer, and immediately forward to Colt any information and documents requested by Colt.

3.5.2.a.2. In the event of a claim by a Third Party Services Provider regarding withholding of Out-Payment, the Customer shall within five (5) calendar days from the date it informed Colt to forward the said claim and all the details in its possession, allowing Colt to examine the reasons for the said withholding.

3.5.2.a.3. The Customer's duty to provide Colt with information constitutes a material obligation on the part of the Customer.

3.5.2.a.4. In order to enable Colt to fulfil its own obligations to Originating Operators, Customer shall respond to any request made by Colt concerning an IN GEO or Freephone number within two (2) working days. Colt's request may, in particular, concern the full identity of the Third Party Services Editor/Provider.

3.6.2.b Obligation to impose certain conditions on Third Party Services Editors/Providers

3.5.2.b.1. The Customer shall undertake to pass on to the Third Party Services Provider all the obligations imposed on it under the terms of these SSTs and the GTC.

3.5.2.b.2. The Customer shall take necessary actions in order to ensure that it will be entitled to suspend and/or terminate its contract with a Third Party Services Provider should a Third Party Services Provider (i) fail to comply with the rules governing the allocation and use of IN GEO or Freephone numbers or (ii) violates the provisions applicable of the Order.

3.5.2.b.3. The Customer shall further undertake not to make any commitments regarding quality of service or liability beyond those agreed by Colt in the context of the Order concerned with the Third Party Services Editor/Provider.

3.6.2.c Liability

3.5.2.c.1. If Customer enters into a contract with a Third Party Services Editor/Provider, it shall do so on their sole liability. In any event, Customer shall be solely liable for the content supplied by the Third Party Services Provider and its actions.

3.5.2.c.2. Customer shall indemnify and hold Colt harmless in respect of any claims and/or actions brought before any administrative, judicial, arbitral or ethical authority in which Colt may be implicated as a result of any breach by itself or by the Third Party Services Provider or by the End User or by any other third party in relation to the use of the IN GEO or Freephone, regulation or legislation applicable to the IN GEO or Freephone service. Consequently, Customer may not hold Colt liable in the event of a dispute concerning the traffic generated by its activity or that of the Third Party Services Provider or End User, the nature of which is contrary to the regulation applicable to the IN GEO or Freephone service or these SST.

3.5.2.c.3. In particular, the Customer shall hold Colt harmless against the consequences of any claim made by any third party in relation to:

- Commitments entered into by the Customer in breach of the provisions of clauses 3.5.2.a. and 3.5.2.b. above, without prejudice to Colt's right to unilaterally terminate the Order in accordance with the conditions set out in Clause 3.6;
- The content of the Freephone or IN GEO service.

The Customer's failure to suspend the resale of the Service to a Third Party Services Provider when it turns out that the latter shows commercial practices and/or activities prohibited by the Code of Conduct and/or the applicable legislation and/or these SSTs.

When the Customer is liable, the Customer shall be liable for, in particular:

- a) All damages and interest claimed by any Third Party Services Provider who has not benefited from any Outpayment as the result of Fraud or Abnormal Traffic or a breach of the Code of Conduct, in respect of which Colt shall inform the Customer as far as possible when Colt is aware of it;
- b) Any payment such as fines or bailiff's fees which may be claimed by a third party, particularly the Originating Operator;
- c) Any loss incurred as a result of using the Freephone or IN GEO service in breach of the provisions of the Order.

3.7 SUSPENSION OR TERMINATION

This Clause 3.7. shall apply in addition to Clauses 5 and 9 of the GTC.

3.7.1 Suspension of the Shared Cost or PRS Number(s) and/or the Order(s)

3.7.1.1. Colt may suspend all or part of its obligations under the Order, particularly the provision of the Service or the access to IN GEO or Freephone Number(s) concerned:

- a) If, after notifying the Customer by email or by a registered letter, the Customer has not remedied within seven (7) calendar days the following breaches:
 - i. the Customer's breach of one of the provisions of the Order;
 - ii. a breach of the laws or regulations
 - iii. if the Customer, a Third Party Services Provider, an End User or a caller commits an act likely to have a noticeable and prejudicial effect on the quality of the Service or on Colt's network, or is subject to a police investigation or a criminal procedure.
- b) Without sending a formal notice or notification, in the following cases:
 - i. Intentional or serious breach of the laws, regulations, the Order, public policy or moral standards or a breach implied by aggravating circumstances according to the applicable regulation or the Code of Conduct.
 - ii. IN GEO or Freephone jeopardises rights, particularly the right to the reputation, integrity or honour of third parties.
 - iii. Non-compliance of the IN GEO or Freephone service with the national telephone numbering plan.
 - iv. Receipt by Colt of injunctions from the regulatory, judicial, arbitral or ethical authorities.
 - v. Receipt by Colt of several written or telephone complaints and/or claims within a limited period of time in connection with the IN GEO or Freephone service.
 - vi. The IN GEO or Freephone service is the subject of a judicial enquiry, civil procedure or criminal proceedings.
 - vii. The event-based, seasonal or temporary nature of the IN GEO or Freephone service leading to an increase exceeding 100% of the Customer's reference traffic volume over the preceding month, and the Customer has failed to warn Colt at least one (1) month in advance.
 - viii. No effective service has been provided to the End User calling the IN GEO or Freephone Number.
 - ix. Withholding of any Out-payment concerning the IN GEO or Freephone service by the Originating Operator.
 - x. Abnormal Traffic or Fraud.
 - xi. Multiple unpaid invoices by the End User concerning the IN GEO or Freephone service.
 - xii. Breach of clauses 3.3.2. or 3.3.3. above.
 - xiii. Breach of the commitments undertaken into under clauses 3.6.2.a. and 3.6.2.b. above.

3.7.1.2. Depending on the seriousness of the breach, Colt will be entitled to suspend not only the Order but more generally all the Orders existing between Colt and the Customer.

3.7.1.3. In the event of a claim or court action, the opening of a criminal investigation, the filing of a criminal complaint, the sums not yet out paid to the Customer shall be retained by Colt. The sums retained under this Clause 3.7. shall not accrue interest.

3.7.2 Termination of the Order

3.7.2.1. If (i) within fifteen (15) calendar days after the suspension comes into force, the Customer has not remedied the breaches which lead to the suspension, or, (ii) the breach relates to the cases mentioned in clause 6.1.b above, Colt shall be entitled to terminate the Order, in particular the provision of the Service or the access to PRS Number(s) concerned, automatically, without prior notice and without any formality other than sending a registered letter to inform the Customer of the termination. The termination will be effective at the date stated in the registered letter with acknowledgement of receipt.

3.7.2.2. In case of emergency and should the breach be of such a serious nature, that it will be impossible for Colt to continue its relationship with the Customer, Colt will be entitled to terminate all the Orders existing between Colt and the Customer without prior notice and without any formality.

3.7.3 Indemnification

3.7.3.1. The different grounds of suspension and termination referred to in Clause 6 shall not entitle the Customer to any indemnity or compensation.

3.7.3.2. The Customer shall indemnify and hold Colt harmless in respect of any claims or fines or court actions or arbitral procedures and claims for payment and/or damages brought by their own customers, Third Party Services Provider /or End User as a result of suspension or termination.

3.8 PENALTY

3.8.1. In the event of any breach referred to in Clause 3.7.1.1. a), the penalties applicable shall be those set up in the Communications Act 2003 or applicable Code of Conduct.

3.8.2. In the event of any breach referred to in Clause 3.7.1.1. b), the penalties applicable shall be those set up in the Communications Act 2003 or applicable Code of Conduct.

3.8.3. The preceding provisions shall not affect any other claims of Colt resulting from the relevant breaches, or the right to suspend or terminate the Order referred to in Clause 3.7.

3.8.4. If Colt does not use its right to levy a penalty as soon as the breach occurs, it shall not mean that Colt waives its right to levy a penalty.

4. Disclaimer

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

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