

Terms & Conditions

G-Cloud 15

Lot 2b

Colt Contact Centre as a Service (CCaaS)

Document Version V1
Release Date 30/01/2026
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1. Genesys Terms & Conditions

1.1. Support Services

This Contact Center as a Service (“**CCaaS**”) Service Level Agreement (“**SLA**”) describes the levels of service of the Colt CCaaS service as described in Colt CCaaS Service Description, the Customer signed Order, Service Specific Terms, the related Statement of Work (SoW, if any) and the Customer Facing Sheet (CFS) which describes the tariffs for the Services.

This SLA sets out the metrics and performance compensation regime for Colt Contact Centre as a Service (CCaaS) and supersedes and has priority over any other SLA included in Genesys Materials.

1.1.1. Fault Handling

Faults on the Colt CCaaS Services will be assigned a priority according to Table A and will be subject to the applicable response times in Table B. The assigned Severity level for an issue may be mutually redetermined by both Colt and Customer during the issue resolution process. Both parties agree to act reasonably in making in such determination. In the event of a Fault on the Colt CCaaS Services, the Customer is only entitled to claim service credits in Table D under the Service Availability Agreement.

Table A: Priority level definitions

Severity	Definition
1. Critical Impact (System Down)	Service Affecting Fault Customer is experiencing a severe problem resulting in an inability to perform a critical business function. There is no workaround.
2. High Impact (System Impaired)	Service Affecting Fault Customer is able to perform job functions but performance is degraded or limited.
3. Medium Impact (Minor Impact)	Non-Service Affecting Fault Customer's ability to perform job functions is largely unaffected, but noncritical functions or procedures are unusable or hard to use. A workaround is available.
4. Low Impact (Informational)	Non-Service Affecting Fault The Genesys Cloud Service is available and operational; trivial impact to Customer's business operations or Customer requires information or assistance on the Genesys Cloud Service capabilities or configuration.

Table B: Target Response times

Incident Severity	Response time
1	60 minutes
2	120 minutes during customer's business day
3	Next business day
4	Next business day

1.1.2. Service Availability Agreement

Colt provides end-to-end Service Availability. The calculation used is based on the duration 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 C below, Customer will then have the right to claim service credits for the affected Service as set out in Table D.

Table C: Target Service Availability

Service Types	Monthly Target Service Availability (%)
Availability of the platform providing CCaaS services ⁴	99.99%
Availability of Administration Portal	99.50%

Table D: Service Credits for the Service Availability Agreement

Target Service Availability %	Credit (%) of Monthly Recurring Charge
0.5% to 0.99% below target	5%
Greater or equal 1% below target	20%

Notes:

- (i) The applicable Service Credit is a percentage of Customer's monthly minimum committed User charges (or if paid annually, the annual minimum committed User payment pro-rated for a one-month period).
- (ii) The Customer accesses the Colt CCaaS Service via internet connectivity. The demarcation point for the Service is the Genesys Cloud CX Platform. Inability to access the Genesys CCaaS Platform caused by a failure of the Customer's internet connectivity is not covered by the SLA. If the Internet connectivity is provided via a Colt product, then the corresponding product Service Level Agreement covers the connection between the CCaaS Platform and the Customer premises where it terminates.
- (iii) Customer maximum credit issued in any monthly billing period will not exceed one hundred (100%) of the aggregate amount of the MRC billed in that month.
- (iv) Customer must request a credit within thirty (30) days after the month in which the uptime fell below one of the foregoing thresholds. Customer must contact its Colt customer success manager to request the credit. Upon Customer's valid request, Genesys will apply the applicable credit to the following month's invoice. If Customer is on an annual pre-payment structure, Colt will provide the applicable credit as a credit to the prepaid balance or a credit refund, at Customer's discretion.

2. General Terms

2.1. Exclusions

Service Credits will be payable as the sole and exclusive remedy for breaches of this SLA.

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

- a) A Force Majeure event(s) including cable and fibre cuts;
- b) Absence of appropriate power or there is a power failure at the site;
- c) Customer's faulty equipment
- d) Where Colt or Colt's authorized representatives are not granted access to the site;
- e) The fault is due to the Customer's actions or the actions of the Customer's employees or agents;
- f) Where external Internet conditions such as distributed denial of service attacks impact Internet access;
- g) Any Fault which is a result of the Customer not having amended the Service in accordance with Colt's advice or that of an independent third party (for example, refusing to apply a recommended patch);
- h) Failure of elements of the Services which are within the Customer's control, such as expiration of encryption certificates, or attributed to the Customer's equipment, network or external telephone lines;
- i) Suspension of Services/ disconnection of Services due to Customer's non-payment;
- j) Where resolution of a Fault requires a software patch to be deployed by the software vendor
- k) Where external Internet conditions such as distributed denial of service attacks impact Internet access

Colt may treat any remedial work required due to the causes detailed above as a chargeable MAC. Colt will agree such charges with the Customer in advance of any work.

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

2.2. 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) Genesys adheres to a Continuous Integration Continuous Delivery (CICD) programme, making regular incremental service updates*. There are no service degrading maintenance windows. For non-service affecting maintenance works, where customer services are not impacted, notification may not be issued by Colt.
- b) 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.
- c) Colt will endeavour to ensure that maintenance works occur during non-working hours, unless a critical intervention is required.
- d) As the Colt network is shared by multiple Customers, it will not be possible to accommodate Customer specific requirements such as preferred maintenance windows, requests to reschedule, changes or cancellations of maintenance works, and any other similar requirements.

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

2.3. Moves, Adds and Changes (MACs)

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

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

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

2.4. Definitions

24x7

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

Non-Service-Affecting Fault

Any fault to which we assign a severity level of 3 or 4.

“Platform” or “Genesys Cloud CX Platform” “CCaaS Platform”

Means Genesys products, services, and related documentation.

Service-Affecting Faults

Any fault in which all **Genesys Cloud functionality** necessary to perform real-time interactions between Customer and its customers/clients (e.g. inbound voice, outbound voice, IVR routing) are accessible and to which we assign a severity level of 1 or 2

Service Measurement Period

The measurement period is one (1) month on a 24 hours by 7 days basis, starting from the Service activation date and each subsequent monthly period.

Tenant

Means a virtual Contact Center in the cloud; for example a call center environment used by a Customer with complete Tenant Isolation from other call center environments. It is assumed that one Customer has one Tenant unless otherwise agreed in the Statement of Work.

Tenant Isolation

Means that CCaaS works based on a concept of multi-tenancy with tenant isolation using enterprise-level security compliance as per ISO 27001 and the EU Regulation 2016/679 (General Data Protection Regulation or GDPR). This ensures to avoid unauthorized access across tenants at multiple tenant isolation levels: Tenant-specific logical isolation from an authorization perspective and general data isolation between tenants storage level; both integrating encryption transport layer security with internet protocol security.

Working Days

Monday to Friday, excluding public or statutory bank holidays.

2.5. Service Specific Terms

On entering into a Contact Centre agreement with Colt, Customers will be required to agree to the Service Specific Terms related to the 3rd party services and Use Rights of their proprietary software, their role as a Data Processor and Partner's indemnity clauses.

These agreements are typically published on the respective websites of these partner organizations and will be made available when a customer expresses interest in taking up the service.

2.5.1. Genesys Terms

[Genesys Cloud Services terms and conditions - Genesys Cloud Resource Center \(mypurecloud.com\)](#)

[Genesys data processing - Genesys Cloud Resource Center \(mypurecloud.com\)](#)

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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