**Portabilité de Numéro(s) Polyvalent(s) et à Valeur Ajoutée** 

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| Demande de résiliation avec portabilité du ou des numéro(s) |

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| IDENTIFICATION DU CLIENT FINAL (Mandant) |
| Société / Raison Sociale (RCS):  Obligatoire  Numéro SIRET (14 caractères) :      Obligatoire  Représentant du groupe :      Obligatoire  Adresse:     Obligatoire |

**Portabilité demandée en** : HO  (Heures ouvrées) ou HNO  (H. non ouvrées)

(Rappel : HO = Lundi au vendredi 9H -11H30 et 14H -16H00. **Attention :** la portabilité en HNO fait l’objet d’une facturation à part. Veuillez demander une cotation à votre contact commercial)

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| **Numéro(s) concerné(s) par le présent mandat[[1]](#footnote-1)** | | | |
| **Numéro(s) « tête de ligne » (*dit(s) Numéro(s) Principal d’Installation - NDI / NPI*)** | **Numéro(s) affectés associé(s) (*dit(s) “SDA”)*** | **Code RIO (si nécessaire)** | **Adresse[[2]](#footnote-2) (si différente de celle indiquée ci-dessus)** |
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Indiquez pour chaque tête de ligne : le(s) numéro(s) affecté(s) associé(s), le(s) code(s) RIO (si nécessaire) associé, et l’ (les) adresse(s) associée(s)

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| Portabilité totale | Portabilité partielle |
| **Date du déménagement (s’il y a lieu):** ]JJ/MM/AAAA |  |

lMandant/Client Finaldu contrat et affectataire du (ou des) numéro(s) indiqué(s) ci-dessus, déclare de bonne foi :

1. demander la résiliation du contrat précisant l’affectation du (ou des) numéro(s) mentionné(s) ci-dessus et d’opérer la portabilité du (ou des) numéro(s) affecté(s) au titre dudit contrat[[3]](#footnote-3).
2. choisir l’opérateur de boucle locale COLT TECHNOLOGY SERVICES SAS, au lieu et place de Opérateur Cédant et, à ce titre, avoir pleinement connaissance des conséquences de la résiliation de mon précédent contrat[[4]](#footnote-4) avec Opérateur Cédant à savoir la rupture du lien contractuel avec celle-ci et le fait, qu’une fois la portabilité effectuée, la fourniture du service téléphonique sera opérée exclusivement par COLT TECHNOLOGY SERVICES SAS.
3. avoir donné mandat à la société COLT TECHNOLOGY SERVICES SAS, N° SIREN 402 628 838, pour effectuer, au nom et pour le compte de ]Mandant/Client Final toutes les démarches nécessaires auprès de l’ancien opérateur de boucle locale, afin de procéder à la résiliation de son service téléphonique et de mettre en œuvre la portabilité des numéros susvisés.

Il est entendu que la validité du présent mandat est soumise à la signature préalable par le mandant/Client Final du Contrat[[5]](#footnote-5) pour le service concerné relatif au(x) numéro(s) indiqué(s) dans le présent mandat.

Fait à      , le

Signature & Cachet (obligatoire)

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| **Tripartite Agreement for the provision of Colt Ported Numbers in France** |

**THIS AGREEMENT is made BETWEEN**

**(1) Colt Technology Services SAS a company incorporated in France registered under number B402 628 838 whose principal place of business is at 23-27 rue Pierre Valette, 92247 Malakoff Cedex, France (“COLT”);**

**and**

**(2) [insert full name of Colt Customer] a company incorporated in [Insert country], registered under number [insert Colt Customer company registration number] whose principal place of business is at [insert Colt Customer office address] (“Customer”)**

**and**

**(3) [insert full name of End-Customer] a company incorporated in [Insert country], registered under number [insert End-Customer company registration number] whose principal place of business is at [insert End-Customer office address] (“End-Customer”)**

**each a “Party” and together the “Parties”**

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| **END-CUSTOMER DATA** | | | | | | |
| Contact person | |  | Landline |  | Mobile telephone |  |
| E-mail |  | | | | Fax to contact |  |

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| |  | | --- | | **TERMS AND CONDITIONS** |   **1. Background**   1. The Customer[[6]](#footnote-6) has signed a contract with Colt on **[INSERT DATE]**, the Colt CCP, for the provision by Colt of telecommunication services (the “**Colt Contract**”). 2. The End-Customer[[7]](#footnote-7) has signed a contract (the “**End-Contract**”) for the provision of services with the Customer in France which includes the use of French Geographic and Nomadic numbers as well as Freephone numbers to have access to voice services (hereinafter the Services) in France. 3. The Customer has requested Colt to assign ported French Geographic and Nomadic number(s) as well as Freephone Number(s) to the End-Customer following request from the later (“**Colt Ported Number(s)**”), which Colt has accepted. 4. The Parties acknowledge and agree that the provision of Colt Number(s) shall be subject to the following terms and conditions (the “**Tripartite Agreement**”):   **2. Obligations**  *2.1 Colt*  Colt will assign Colt Ported Numbers to the End-Customer, subject to the Customer and End-Customer’s compliance with their obligations herein.  Aside from the obligations contained in the present Tripartite Agreement, Colt shall have no additional obligations towards the End-Customer.  Colt will not have direct communication with the End-Customer, except in order for Colt to fulfil with its legal and regulatory obligations associated to operating the Colt Ported Numbers.  *2.2 Customer*  The Customer undertakes to comply with the following obligations:  (i) The Customer will manage the end-to-end relationship with the End-Customer, including but not limited to billing, handling of incidents and claims. The Customer warrants that the End-Customer is not a consumer;  (ii) Prior to the activation of the Colt Ported Numbers and each time this information is updated, the Customer must provide to Colt the information shared by the End-Customer refered to in clause 2.3 (b) (i). The Customer warrants that the information provided to Colt is accurate and that it has taken the appropriate steps to control the accuracy of the information regarding the End-Customer[[8]](#footnote-8);  **(iii) Upon direct** request by Colt, the Customer shall immediately cooperate and share the required information in order for Colt to comply with its regulatory obligations associated to operating the Colt Ported Numbers;  (iv) The Customer shall comply at all time with all the terms and conditions described in the Colt Contract, signed between the Customer and Colt.  *2.3 End-Customer*   1. The End-Customer warrants Colt it is not a consumer. 2. The End-Customer undertakes:   (i) to, prior to the activation of the Colt Ported Numbers and each time this information is updated, provide to the Customer accurate and up-to-date information related to the use of the Colt Ported Numbers which is needed by Colt to comply with its regulatory obligations, including but not limited to article L. 224-43 of the French consumer code, lawful intercept, emergency services and directory services;  (ii) to be the only final/end user of the Colt Ported Numbers;  (iii) not to resale the Colt Ported Numbers and associated Services whatsoever;  (iv) to use the Services and Colt Ported Numbers in compliance with French legislation, regulationand the present terms and conditions, especially clause 7;  (v) to contact the Customer if a matter requires Colt’s assistance;  (vi) upon request from Colt or the Customer, to provide all data required by competent authorities regarding the use of the Colt Ported Number(s);  (vii) **upon request by Colt, immediately cooperate in good faith and share the required information in order for Colt to comply with its regulatory obligations associated to the ownership of the Colt Ported Numbers.**  Failure to comply with the above-mentioned obligations will give right to Colt to suspend immediately the provision of the Services and associated Colt Number(s) as per clause 5 of the Tripartite Agreement.  **3. Responsibility**   * 1. *Colt*   a) Colt’s responsibility towards the Customer shall be limited to the one resulting from the mandatory applicable law, regulation and the Colt Contract. In any case, Colt shall not be liable for any claims, losses, expenses, fines or damages suffered by the Customer arising due to the Customer’s and/or End-Customer’s failure to comply with their obligations described herein.  b) Subject to mandatory local public order rules and regulation, Colt shall not be liable for any claims, losses, expenses, fines or damages arising from this Agreement, statutory breaches or other, suffered by the End-Customer.   * 1. *Customer*   a) Customer shall indemnify Colt and otherwise hold Colt harmless against all claims and proceedings brought by the End-Customer against Colt or any Colt Affiliate in connection with the supply of services by the Customer to the End-Customer.  b) Customer shall indemnify Colt and otherwise hold Colt harmless against all claims, fines and proceedings brought by the competent authorities, including regulatory authorities, in connection with Colt being unable to comply with its legal or regulatory obligations due to the Customer’s and/or End-Customer’s use of the Services provided by Colt. In case the End-Customer is a customer in violation of article 2.3 (a) of the Tripartite Agreement, the Customer shall indemnify Colt and be held harmless against all claims, fines and proceedings brought by the competent authorities, including regulatory authorities, in connection with this breach. In such a case, the Customer shall be held responsible for complying with its obligations resulting from consumer law and other consumer regulatory obligations.   * 1. *End-Customer*   End-Customer shall indemnify Colt and otherwise hold Colt harmless against all claims, fines and proceedings brought by the competent authorities, including regulatory authorities, in connection with Colt being unable to comply with its legal or regulatory obligations due to the Customer’s and/or End-Customer’s use of the Services provided by Colt.  **4. Applicable Legislation and competent jurisdiction**  Provision of and use of the Services and Colt Ported Numbers shall be subject to the French law and regulation and subject to the exclusive jurisdiction of the courts of Nanterre. Each party will be responsible for complying with the applicable law.  **5. Suspension**  Colt may, without incurring any liability, immediately suspend the execution of all or part of its obligations under this Agreement, particularly the provision of the Colt Ported Numbers concerned, in the following cases:   1. the Customer’s and/or End-Customer’s breach of one of the provisions of the Agreement; 2. a breach of the applicable laws and regulations; 3. if the Customer and/or the End-Customer 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.   **6. Term and Termination**  *6.1 Term*  This Agreement shall come into force upon signature by the Parties and shall stay in force for an indefinite period unless terminated as per article 6.2.  *6.2 Termination*  a) If, (i) within fifteen (15) calendar days after the above-mentioned suspension comes into force, the Customer and/or End-Customer does not provide evidence that it has remedied the breaches causing the said suspension, Colt shall be entitled to terminate the Tripartite Agreement, in particular the provision of the Colt Ported Numbers concerned, automatically, without prior notice and without any formality other than sending a registered letter with acknowledgement of receipt to inform the Customer and the End-Customer of the termination. The termination will be effective at the date stated in the registered letter with acknowledgement of receipt.  b) Colt may terminate the Tripartite Agreement for convenience in whole or in part by giving ninety (90) days’ written notice, by a registered letter with acknowledgement of receipt or by certified email.  c) This Tripartite Agreement shall terminate automatically and immediately in case of termination, whatever the reason(s) or cause(s), of the Colt Contract and/or the End-Contract.  **7.Fraud**    The End-Customer and/or the Customer shall not use the Colt Ported Numbers for any fraudulent or unlawful purposes and shall ensure there are adequate safeguards in place to prevent others from doing so, whether arising in connection with End-Customer’s and/or Customer’s equipment or otherwise. The End-Customer and/or the Customer will be deemed 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 End-Customer’s and/or Customer’s equipment unless Colt has expressly agreed otherwise in writing.  **8. Miscellaneous**  8.1 The payment and financial conditions shall be governed, between Colt and the Customer, by the Colt Contract, and between the Customer and the End-Customer, by the End-Contract.  8.2 Neither Party shall be liable for any event beyond its reasonable control such as, but not limited to, fire, flood, unusually severe weather, war, warlike circumstances, civil or military authority, strikes, lockouts, general network outage, government action, or any other event considered force majeure under law (“**Force Majeure**”). If either Party is prevented, hindered or delayed from or in performing any of its obligations described herein 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. If the Force Majeure event lasts longer than 30 days, Colt shall be entitled to terminate the provision of the Colt Ported Numbers.  8.3 The confidentiality conditions shall be governed by the Colt Contract between Colt and the Customer and the End-Contract between the Customer and the End-Customer.  8.4 This Agreement may be modified only in writing, via an amendment signed by all Parties.  8.5 The Colt Ported Numbers provided by Colt are listed in the table « Numéro(s) concerné(s) par le présent mandat » of the associated document « Demande de résiliation avec portabilité du ou des numéro(s) » or in a separate Appendix. Any additional Colt Ported Numbers provided by Colt to the End-Customer shall be subject to the present Tripartite Agreement. |

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| **ACCEPTANCE, AUTHORITY AND SIGNATURE** | | |
| By means of signing this document, the Parties hereby:   1. Accept that the provision of Services and Colt Ported Numbers will be subject to the above-mentioned law, regulation, terms and conditions and contracts. 2. Declare that all data provided in this document is correct and belongs to the End-Customer. 3. Declare that they have the authorization required to sign this document. | | |
| ***On behalf of the End-Customer***  Stamp and Signature  Signed:  Place:  Date: | ***On behalf of Customer***  Stamp and Signature  Signed:  Place:  Date: | ***On behalf of Colt***  Stamp and Signature    Signed: Pieter Veenman, Director  Date: 20/03/2023 |

1. Pour des Numéros supplémentaires, veuillez les joindre sur une feuille/fichier excel séparé(e). [↑](#footnote-ref-1)
2. Il est de la responsabilité du mandant/Client Final de s’assurer que l’adresse indiquée est correcte et suffisamment renseignée afin d’être utilisée par COLT TECHNOLOGY SERVICES SAS pour les services d’urgence. Tout numéro affecté doit respecter les critères d’implantation géographique requis par le plan de numérotation de l’ARCEP. [↑](#footnote-ref-2)
3. Le Client Final doit être le titulaire du (ou des) numéros concerné(s) exerçant ici son droit à la conservation du (ou des) numéro(s) fixe(s). Si un (ou des) numéro(s) est (sont) listé(s) dans le présent mandat alors qu’il(s) ne fait (font) pas l’objet d’une affectation au Client Final, alors COLT TECHNOLOGY SERVICES tiendra le Client Final comme responsable de toute coupure de service engendrée pour le(s) réel(s) affectataire(s) du (ou des) numéro(s). [↑](#footnote-ref-3)
4. Il est de la responsabilité du mandant/Client Final de s’assurer que les conditions contractuelles d’abonnement au service téléphonique relatives à la durée minimum de l’abonnement sont respectées. Notamment, cette portabilité n’affranchit pas le mandat/Client Final des frais de résiliation anticipée dus à l’opérateur cédant. [↑](#footnote-ref-4)
5. Le Contrat signifie le « **Tripartite Agreement for the provision of Colt Ported Numbers in France »** signé entre COLT TECHNOLOGY SERVICES SAS, le Client Final et le Client. [↑](#footnote-ref-5)
6. Customer” means Colt’s Customer having signed the Colt Contract. [↑](#footnote-ref-6)
7. End-Customer” means the customer of the Customer, end/final user of the Colt Ported Numbers. [↑](#footnote-ref-7)
8. Such steps may include collecting the company registration numbers, company identification, VAT number, ID and criminal records of the company and its legal representatives and executives. [↑](#footnote-ref-8)