



These General Terms ("**General Terms**") are entered into by and between BT Americas Inc. ("**BT**"), a Delaware corporation with a principal place of business at 11 Times Square, 34th Floor, New York, NY 10036, and the Customer validly executing an Order that is expressly made subject to these General Terms (each a "**Party**" and together the "**Parties**"). Each Party agrees to be bound by these General Terms.

1. Agreement Structure

The Agreement ("**Agreement**") between BT and Customer is comprised of these General Terms, together with each document that expressly references these General Terms. In the event of a conflict between the documents that form part of the Agreement, the order of precedence shall be, in descending order:

- (a) These General Terms;
- (b) Master Order Form(s);
- (c) Pricing Schedule;
- (d) Service Schedule;
- (e) Order Forms other than a Master Order Form (each an "**Order**"); and
- (d) Any other documents expressly incorporated by reference.

2. Responsibilities

2.1 BT's Responsibilities.

- (a) BT will provide products ("**Products**") and services ("**Services**") described in the Service Schedules and Order(s) to Customer, in accordance with the terms of the Agreement.
- (b) BT will comply with all reasonable health and safety and/or physical security requirements that (i) generally apply to contractors at the Customer sites where work is to be performed hereunder (each, a "**Site**"), and (ii) have been provided to BT in advance.
- (c) BT may suspend any affected Service in the event of an emergency, or to urgently safeguard the integrity or security of its network, personnel and/or services. Wherever practicable, BT will provide prior notice.
- (d) Upon termination of a Service, BT will use reasonable care in the removal of any BT owned or provided equipment ("**BT Equipment**").
- (e) BT shall implement security precautions consistent with industry standards to prevent any unauthorized access by third parties to any part of the telecommunications network or other technology used to provide the Services to Customer.

2.2 Customer's Responsibilities.

- (a) Customer will, at its own expense, ensure that all preparatory work, building alterations, information, items, or consents are in place with sufficient time to allow BT to provide the Products or Services in accordance with the Agreement. A failure to fulfil these responsibilities may result in a delay to the provision of the Products and Services, and additional Charges may apply.

- (b) Customer will comply with BT's reasonable instructions related to the installation and operation of any Products or Services.

- (c) If BT is required to install any BT Equipment, Services or Products at a Site, Customer will, prior to installation and at its own expense, provide:

- (i) BT with access to the Sites as may be reasonably required;
- (ii) a suitable, and safe working and operating environment, including adequate power, air conditioning, telecommunications entry and connection points, and flooring with adequate loading limits, all in accordance with industry standards; and
- (iii) internal cabling between the BT Equipment and any Customer owned or provided equipment ("**Customer Equipment**") to be used in connection with a Service.

- (d) Customer will not move, modify, or in any other way interfere with the operation of BT Equipment, nor permit anyone not authorized by BT to do so.

- (e) Customer is responsible for the provision, installation, configuration, monitoring and maintenance of any Customer Equipment and shall ensure that Customer Equipment is technically compatible with the Products and Services. BT does not represent or warrant the interoperability between Customer Equipment and any Product, Service or BT Equipment, except in the case of Products provided for the specific purpose of Customer's use in connection with a Service.

- (f) Unless expressly agreed by BT in writing, Customer may only use Services and/or Products solely for its own business purposes and not for resale. Customer shall also: (i) comply with, and ensure that any end-user of a Service ("**User**") complies with the Agreement and any laws, regulations, and licenses applicable to the use of the Products and/or Services; and (ii) be responsible for all acts and omissions of Users.

- (g) If Customer wishes to dispose of any BT-branded Products located in the US States of CA, HI, MA, MD, NJ, NY, OR, RI, WA or WV, it may notify BT at bt-us-customer-equip-returns@bt.com and BT will provide a quotation on disposal Charges.

- (h) Customer shall cooperate with BT in the timely recovery of any BT Equipment upon the termination of any Service.

- (i) If Customer materially delays or fails to perform any of its obligations under the Agreement, BT is entitled to: (i) excuse the performance of its obligations to the extent and for the period directly affected; (ii) if warranted, cancel affected Order(s) and charge Customer for any applicable



cancellation Charges; and/or (iii) invoice Customer for any additional cost or effort that is directly and reasonably attributable to Customer's delay or failure. BT shall notify Customer of its intention to impose such Charges.

3. Ordering From BT

3.1 Orders for Products and Services may be either signed by both Parties, or submitted electronically via BT's online self-service portal. Entities controlling, controlled by, or under the common control of either Party ("**Affiliates**") may also enter into Orders adopting the terms of the Agreement for the purposes of local delivery, billing or for local regulatory purposes. In such cases, the respective Affiliates will be solely liable to each other with respect to those local Orders.

3.2 Unless otherwise stated in an applicable Service Schedule or an Order, if Customer cancels any Order before the relevant delivery date of the Product or Service, Customer will pay all specified cancellation Charges, or if none are specified, it shall pay the third party cancellation costs (if any) charged to BT. Customer may not cancel Products that have already been ordered or shipped from a third party unless agreed by BT in writing.

4. Charges

4.1 Save to the extent provided to the contrary herein, all recurring and non-recurring charges ("**Charges**") relating to the Products and Services will be specified either in the applicable Service Schedule or Order.

4.2 Customer shall pay all Charges within thirty (30) days after the date of BT's invoice without any right of set-off or counterclaim. Customer may withhold payment solely on the portion of an invoice it disputes in good faith by providing notice and details of the dispute not later than the due date of the applicable invoice. BT may add interest to any past-due undisputed amounts at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less. Disputes shall be resolved in accordance with the process set out in the Section 12 below and agreed amounts shall be paid or credited within thirty (30) days after the date of resolution. Unless provided otherwise, BT will invoice, and Customer will pay, all Charges in US Dollars. Charges are exclusive of all applicable taxes (including, but not limited to, value-added, sales, use, and excise taxes), customs duties, and regulatory and other fees or surcharges (excluding taxes on the net income or net worth of BT), and any interest and penalties attributable to Customer (collectively, "**Taxes**"). Customer will pay all such Taxes except to the extent a valid exemption certificate is provided by Customer to BT prior to the delivery of any Products or Services.

4.3 If payment of any Charges becomes subject to withholding, deduction, levy, or similar payment obligation (collectively "**Withholding**"), Customer will ensure that the net amount it pays to BT after all Withholdings is not less than the amount BT would have received but for the Withholding. Should Customer withhold any amounts without first grossing up its payments, or indicate that it will do so, BT may gross up its Charges to reflect such Withholding, or otherwise include such amounts on its invoices (resulting in BT being subject to tax by reference to the grossed up amount, while only

receiving the net amount). At Customer's expense, Customer will furnish BT with appropriate certificate(s) from the relevant authorities confirming the amount of the Withholding.

4.4 Should Customer initiate any change to the agreed billing arrangements, resulting in additional Taxes or Withholding costs to BT or its Affiliates that are unrecoverable, BT may adjust the Charges for the affected Products or Services accordingly.

4.5 Should Customer fail to pay any undisputed amount when due and thereafter fail to cure that breach within ten (10) days' notice from BT, BT may suspend the affected Service until the outstanding balance then due is paid in full. If BT terminates a Service for non-payment, Customer shall also be liable for any cancellation Charges that may be due based on the timing of the termination. BT reserves the right to charge the Customer reasonable debt collection fees including associated attorneys' fees.

5. Risk of Loss of BT Equipment and Products

5.1 Risk of loss in BT Equipment and Products will pass to Customer upon delivery at a Site, whether or not installed. Title to Products shall only pass to Customer upon full payment of the applicable Charges, provided that for any software component of the Products, Customer will be granted a license from the original equipment manufacturer ("**OEM**") as provided in the OEM end user software license agreement. With respect to any cross-border supply of Products, risk of loss will pass to Customer upon delivery to a common carrier. In no event will the carrier be deemed to be an agent of BT.

6. Representations and Warranties.

6.1 Each Party warrants that it has and will maintain the necessary rights, licenses and permissions to enter into and perform its obligations under the Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, BT MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, AND BT HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

7. Confidentiality

7.1 Each Party shall keep in confidence all non-public information relating to the business, affairs, customers, suppliers, plans, strategy, processes, product information, know-how, intellectual property or trade secrets of the disclosing Party or its Affiliates, as disclosed to it by the other Party that is either marked as confidential or that a reasonable person would recognize as being confidential to the other Party ("**Confidential Information**" or "**CI**"). The recipient of the CI shall protect the CI by using the same standard of care, but not less than a reasonable standard of care, to prevent the unauthorized use, disclosure or publication of the CI as the recipient uses to protect its own CI. Further, the recipient will not disclose the CI to any third



party other than, under no lesser standard of confidence, to: **(a)** its Affiliates; **(b)** its professional advisors; or **(c)** employees of its subcontractors, in each case only to those who need to know such Confidential Information to the extent reasonably necessary for their performance under the Agreement or their use of the Products or Services.

7.2 This Section shall not apply to information that is: **(a)** in the public domain other than as a result of a breach of the Agreement; **(b)** in the possession of the receiving Party before such disclosure has taken place; **(c)** obtained from a third party who is free from any obligations of confidentiality to disclose the same; or **(d)** developed by the receiving party independently of and without access to the CI.

7.3 If either Party receives a demand from a competent authority or court to disclose the other Party's CI, the receiving Party may comply with such demand if it has: **(a)** satisfied itself that the demand is lawful; **(b)** where possible, given the other Party as much prior notice as possible in order for the other Party to object to the demand; and **(c)** marked the required information as Confidential Information of the other Party.

7.4 The receiving Party must comply with this Section for a period of three (3) years following the disclosure of CI to it.

7.5 The receiving Party shall return or destroy any Confidential Information upon the written request of the disclosing Party.

7.6 The Parties acknowledge that a violation of this Section may cause irreparable harm to the disclosing Party for which monetary damages may not be an adequate remedy, and injunctive or other interlocutory relief may accordingly be sought by the disclosing Party.

8. Intellectual Property Rights

8.1 All intellectual property rights ("IPR") of a Party that are either pre-existing or created by a Party during its performance under the Agreement shall remain the absolute property of that Party or its licensors, unless expressly set forth to the contrary in the Agreement, or except with respect to any intellectual property deliverable created exclusively for, and solely paid for by, Customer, which is explicitly described as a "work made for hire," in which case the deliverable shall be considered, to the extent permitted by law, as a "work made for hire" pursuant to Section 101 of the U.S. Copyright Code.

8.2 BT grants Customer a non-transferable and non-exclusive license to use, in object code form only, all software and associated documentation supplied by BT, provided that Customer complies with the terms of the Agreement. Customer will not copy, decompile, modify, or reverse engineer any software, or knowingly permit anyone else to do so, except as expressly permitted by BT in writing or otherwise provided by law. The term of any license granted by BT shall be coterminous with the term of the associated Service.

8.3 The Agreement does not apply to any third-party software or firmware (including without limitation, any open-source software) that is licensed to Customer under a separate license agreement.

8.4 Subject to Section 8.3, BT will indemnify Customer against third-party claims arising from the infringement of any third party IPR by Customer's receipt of any Services or Products, provided that: **(a)** Customer promptly notifies BT in writing of any such claim; **(b)** BT has complete control of the defense of the claim; **(c)** Customer mitigates its damages; **(d)** Customer does not make any public statement related to the claim or prejudice BT's defense of the claim; and **(e)** Customer gives BT all commercially reasonable assistance with such claim.

8.5 BT's indemnification obligations do not apply to third-party claims arising from: **(a)** use of any BT Equipment, Products, or Services in combination with other equipment, software, or any other service not supplied by BT; **(b)** any unauthorized modification or use of a Service or Product by Customer, its agents, or a User; **(c)** content, designs or specifications supplied by or on behalf of Customer; and **(d)** failure to immediately cease any activity that gave rise to the claim following notice by BT.

8.6 If any Product or Service becomes, or BT believes is likely to become, the subject of an IPR infringement claim, BT may, at its option and expense, either: **(a)** secure for Customer a right of continued use; **(b)** modify or replace the Product or Service so that it is no longer infringing, provided that such modification or replacement does not materially affect the performance of the Product or Service; or **(c)** cease provision of the Product or Service and refund any unapplied, pre-paid Charges.

8.7 This Section sets out Customer's sole and exclusive remedies for claims of intellectual property rights infringement.

9. Termination

9.1 Unless otherwise agreed, Customer may terminate a Service at any time by giving ninety (90) days' prior notice provided that Customer pays BT all outstanding Charges, and all applicable cancellation or early termination Charges as set out in the applicable Schedule or Order.

9.2 Either Party may terminate an affected Service upon notice if: **(a)** the other Party commits a material breach related to a Service and fails to cure it within thirty (30) days after the non-breaching Party has provided notice of the breach; **(b)** a force majeure event prevents the other Party from performing its obligations (other than payment obligations) for at least thirty (30) consecutive days; **(c)** a governmental or regulatory body with competent jurisdiction determines that the provision or use of a Service or Product is unlawful; or **(d)** any of the regulatory authorizations required for the Service are withdrawn or are no longer valid.

9.3 A Party may immediately terminate the Agreement if: **(a)** the other Party commits a material breach of the Agreement that has a material and adverse effect on the Agreement as a whole and fails to cure it within thirty (30) days after the non-breaching Party has provided notice of the breach; or **(b)** the other Party is the subject of a bankruptcy order, or becomes unable to pay its debts as they fall due, or becomes insolvent, or enters into any arrangement or composition with or assignment for the

benefit of its creditors, or has material assets that become the subject of any form of seizure, or goes into liquidation, either voluntary (other than for solvent reconstruction or amalgamation) or compulsory, or has a receiver or administrator appointed over its material assets (or the equivalent of any such events).

10. Limitation of Liability

10.1 NEITHER PARTY EXCLUDES OR RESTRICTS IN ANY WAY: **(A)** LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS OWN NEGLIGENCE; **(B)** LIABILITY FOR WILLFUL MISCONDUCT (OR THAT OF ITS EMPLOYEES OR AGENTS ACTING IN THE COURSE OF THEIR EMPLOYMENT OR AGENCY); **(C)** LIABILITY FOR FRAUDULENT MISREPRESENTATION; **(D)** LIABILITY FOR BREACH OF CONFIDENTIALITY (EXCLUDING LIABILITY FOR ANY LOSS OF PERSONALLY IDENTIFIABLE INFORMATION); OR **(E)** INDEMNIFICATION FOR INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS UNDER SECTIONS 8.4 AND 8.5.

10.2 SUBJECT TO SECTION 10.1, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT, UNDER STATUTE, OR OTHERWISE, HOWSOEVER ARISING OUT OF OR RELATED TO THE AGREEMENT, FOR ANY: **(A)** LOSS OF PROFIT, BUSINESS, GOODWILL OR REVENUE; **(B)** LOSS OF ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, ADDED CUSTOMER RELATIONSHIP MANAGEMENT COSTS, PAYMENTS TO THIRD PARTIES, ADDITIONAL REGULATORY OR COMPLIANCE COSTS, WASTED TIME, WASTED EXPENDITURE, OR, SUBJECT TO SECTION 10.4, ANY LOSS, DESTRUCTION, OR CORRUPTION OF DATA; **(C)** SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER; AND/OR **(D)** LOSS ARISING FROM THE TRANSMISSION OF VIRUSES, IN EACH INSTANCE WHETHER OR NOT A PARTY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

10.3 SUBJECT TO SECTIONS 10.1 AND 10.2, THE LIABILITY OF EITHER PARTY TO THE OTHER, WHETHER IN CONTRACT, TORT, UNDER STATUTE, OR OTHERWISE, HOWSOEVER ARISING OUT OF OR RELATED TO THE AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED: **(A)** FOR ANY ONE EVENT OR SERIES OF CONNECTED EVENTS, THE GREATER OF \$250,000 OR THE TOTAL NET PAYMENTS PAID BY CUSTOMER FOR THE APPLICABLE PRODUCTS AND/OR SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT (OR LAST EVENT FOR A SERIES OF CONNECTED EVENTS) OCCURRED; AND **(B)** IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD, THE GREATER OF \$500,000 OR THE TOTAL NET PAYMENTS PAID BY CUSTOMER FOR ALL CHARGES INCURRED FOR ALL PRODUCTS AND SERVICES UNDER THE AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

10.4 In the event of liability for any loss of personally identifiable information the following costs shall be recoverable as direct damages: **(a)** reasonable costs of notifications, **(b)** government fines or penalties resulting from such loss, and **(c)** reasonable costs associated with credit monitoring services that are reasonably deemed appropriate.

10.5 Service credits are the sole and exclusive monetary remedy for any failure to meet an applicable service level target.

11. Force Majeure

11.1 Neither Party shall be liable for any failure or delay in the performance of its obligations caused by or resulting from acts or events outside of its reasonable control, including but not limited to, severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, biological warfare, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labor unrest, civil disturbance, sabotage, or expropriation by governmental authorities. The Party experiencing a force majeure event will provide prompt notice to the other Party. A force majeure event affecting Customer shall not excuse it from its obligations to pay invoices when due, nor shall Customer pay for Products or Services not provided to it due to a force majeure event affecting BT.

12. Dispute Resolution

The Parties will work in good faith to resolve any dispute amicably. The Parties will first attempt to resolve a dispute at an operational level within thirty (30) days of the date one Party notifies the other of such dispute. If the dispute is unresolved at that level within that period, the Parties' representatives at Vice-President level or above shall then meet within a further period of two (2) weeks, or as otherwise agreed between the Parties, to seek to resolve the dispute. If the Parties are then unable to resolve the dispute at this executive level within thirty (30) days, either Party shall have the right to pursue all available legal or equitable remedies available to it. Nothing shall preclude either Party from seeking equitable relief at any time in a court of competent jurisdiction in the event that a risk of irreparable harm to that Party exists and no appropriate remedy for such harm exists at law.

13. Notices

All notices given under the Agreement shall be in writing and shall either be sent by prepaid post or courier delivery to the other Party at the address provided in these General Terms, or such other address as may be communicated from time to time in writing. Notices given under the Agreement are deemed to have been received: **(a)** if sent by prepaid post, three (3) business days after and including the date of postage, or **(b)** if sent by courier, upon the day the courier delivery package is signed for, and if that day is not a business day, upon the next business day.

14. Assignment/Subcontracting

14.1 Either Party may assign all or any part of the Agreement at any time: **(a)** to any Affiliate that can sufficiently discharge the Party's obligations under the Agreement; or **(b)** in the event of a merger or acquisition of all or substantially all of the assets of the Party, in each case subject to it providing prior notice of such assignment. Any assignment to a party other than that set forth above requires the prior written agreement of the other Party. Any assignment in violation of this Section shall be void.



14.2 The Agreement will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.

14.3 BT may subcontract or delegate the performance of any of its obligations hereunder without Customer's consent. Customer agrees that it may need to interact directly with any BT subcontractor for the purposes of, without limitation, ordering, provisioning, or maintaining the Products or Services as directed by BT. References to "BT" shall be interpreted as including a reference to subcontractors where BT has contracted with a subcontractor to perform all or any part of the Services. For the avoidance of doubt any BT subcontractor shall not have any rights or obligations under the Agreement, and Customer shall look solely to BT for the performance of its subcontractors hereunder.

14.4 Customer acknowledges that in some countries or regions a Product or Service must be provided by a local BT Affiliate for regulatory reasons and, therefore, the relevant Service will be assigned to that Affiliate.

15. Governing Law and Jurisdiction

15.1 The validity, interpretation and performance of the Agreement will be governed by the laws of the State of New York, USA, excluding its conflict-of-laws provisions, and further excluding the United Nations Convention on Contracts for the International Sale of Goods. The Parties irrevocably agree that the exclusive jurisdiction and venue of any proceeding, suit or action arising out of or in connection with the Agreement shall be the state courts of the State of New York or the United States District Court for the Southern District of New York and each Party submits itself to the exclusive jurisdiction and venue of such courts (and no other courts). To the extent permitted by law, each Party hereby irrevocably waives its respective right to trial by jury in any action or proceeding arising out of or relating to the Agreement.

15.2 If any action or proceeding is commenced to enforce or interpret any of the provisions of the Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which the prevailing party may be entitled. As used herein, "prevailing party" includes without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

16. Miscellaneous Provisions

16.1 Publicity. Neither Party may publish or use any advertising, sales promotions, press releases, announcements, or other publicity that relates to the Agreement, or that uses the trademark, service mark, trade name, logo, or other indicia of origin of the other Party or its Affiliates in connection with the Agreement without the prior written approval of the other Party, which shall not unreasonably be withheld.

16.2 Personal Data. To the extent that the GDPR applies, the Parties respective obligations are set forth in the attached GDPR Exhibit.

16.3 Legal and Regulatory Compliance. Each Party will comply with all laws and regulations that apply to its activities under the Agreement. The Parties acknowledge that Products and technical information (including, but not limited to, service, technical assistance, and training) provided under the Agreement may be subject to export laws and regulations of other countries, and any use or transfer of such Products and technical information must be in compliance with all applicable regulations and international trade sanctions. If requested by a Party, the other Party also agrees to sign written assurances and other import/export-related documents as may be required to comply with applicable export regulations.

16.4 Anti-Corruption and Bribery Act Compliance. Neither Party shall engage in any unlawful trade practices or any other practices hereunder that are in violation of the U.S. Foreign Corrupt Practices Act, or the UK Bribery Act of 2010, or any other law that prohibits bribery or similar activity. Each Party shall ensure that neither it nor its Affiliates, subcontractors, and/or agents: **(a)** either directly or indirectly, seek, receive, accept, give, offer, agree, or promise to give any money, facilitation payment, or other thing of value from or to anyone (including but not limited to, government or corporate officials or agents) as an improper inducement or reward for, or otherwise on account of, favorable action or forbearance from action or the exercise of influence; or **(b)** fail to establish appropriate safeguards to protect against such prohibited actions. Each Party shall, upon written request from the other Party, provide reasonable documentation of the steps being taken to avoid prohibited actions, including the establishment of policies, practices, and business controls with respect to these laws. To the extent allowed by law, each Party shall promptly inform the other Party of any official investigation with regard to alleged breaches of the above laws that are related to the Agreement.

16.5 Where BT Acts as Customer's Agent for Third Party Service. It may be necessary in certain jurisdictions, including for regulatory, licensing, or tax reasons, for Customer to obtain the Service, or part of the Service, directly from a third-party under a separate agreement. Where BT manages such agreement on behalf of Customer, it will only do so as an agent of Customer, in which case BT's responsibility will be limited to performance of the specific obligations as set out in the applicable Service Schedule, and BT will not assume any liability under such agreement.

16.6 Inducement. The Parties acknowledge and agree that they have not been induced to enter into the Agreement by any representation, warranty, or other assurance not expressly incorporated into the Agreement.

16.7 No Waiver. Except as otherwise specifically provided in the Agreement, no failure to exercise, or delay in exercising, any right, power, or privilege set out in the Agreement will operate as a waiver of any right, power, or privilege.



16.8 Severability. If any provision of the Agreement is held to be invalid or unenforceable, it will be severed from the Agreement, the remaining provisions will remain in full force and effect, and the Parties will use reasonable endeavors to promptly negotiate a replacement provision in good faith.

16.9 Survival of Obligations. The Parties' rights and obligations, whose nature is such that they should reasonably continue beyond the termination of the Agreement, shall survive the termination of the Agreement.

16.10 Entire Agreement. The Agreement: **(a)** supersedes all prior oral or written understandings and/or representations

between the Parties (unless expressly incorporated into the Agreement) and constitutes the entire agreement with respect to its subject matter; **(b)** may not be amended, modified, or supplemented except by a document in writing signed by authorized representatives of both Parties; and **(c)** including any amendment or any other document delivered pursuant hereto may be signed by electronic signature, and such electronic signature shall be treated as an original including for evidentiary purposes. The obligations of BT under the Agreement are solely to the Customer and not to any third party.

1. Personal Data under GDPR.

- 1.1 This Exhibit applies to the extent the General Data Protection Regulation ("GDPR") governs the processing of Personal Data. Capitalized terms used, but not defined, in this Exhibit shall have the meaning given to the same lower case terms in Article 4 of the GDPR.
- 1.2 Notwithstanding any other provision in the Agreement, for BT to provide a Service, Personal Data may be:
 - (a) processed on a variety of systems, networks and facilities (including databases) worldwide; and
 - (b) transferred by BT worldwide as necessary to allow BT to fulfil its obligations under this Agreement and the Customer appoints BT to perform each transfer in order to provide the Services provided that BT will rely on appropriate transfer mechanisms permitted by applicable data protection law, including:
 - (i) BT Group's Binding Corporate Rules (which already are in place for transfers among BT's Affiliates); and
 - (ii) agreements incorporating relevant standard data protection clauses adopted by the European Commission.
 - (c) BT may be both Controller and Processor under the Agreement.
 - (d) Subject to this Exhibit, BT will not disclose Personal Data to a third party unless required for the performance of the Service permitted under the Agreement or otherwise required by applicable Law.

2. Processing of Personal Data

Except as otherwise required by applicable law, where Customer makes available to BT any Personal Data and:

2.1 Where BT acts as a Controller:

- (a) BT may collect, Process, or share Personal Data with BT Affiliates, BT's suppliers and subcontractors that BT engages to Process Personal Data for the purposes of the Agreement (collectively "Sub-Processors"), within or outside the country of origin in order to:
 - (i) administer, track and fulfil Orders for the Service;
 - (ii) implement the Service;
 - (iii) manage the security and resilience of the BT Equipment, BT Network and the Services;
 - (iv) manage, track and resolve Incidents with the Service as set out in the Schedule(s);

- (v) administer access to online portals relating to the Service;
 - (vi) compile, dispatch and manage the payment of invoices;
 - (vii) manage the Agreement and resolve any disputes relating to it;
 - (viii) respond to general queries relating to the Service or Agreement; and
 - (ix) comply with Applicable Law.
- (b) BT will Process the Personal Data in accordance with: (i) applicable data protection law; (ii) BT's Privacy Policy at (<http://www.btplc.com/privacycentre/index.htm>); and (iii) where applicable, BT Group's Binding Corporate Rules.

2.2 Where BT acts as a Processor:

- (a) "Customer Personal Data" means only the portion of Personal Data where the Customer is the Controller and that BT needs to Process on the Customer's behalf as a Processor in providing the Services to the Customer under the Agreement.
- (b) Unless otherwise stated in a Service Schedule, the Processing of Customer Personal Data shall be as follows:

Subject Matter of the Processing:	
To perform this Agreement and to provide the Services under this Agreement.	
Categories of Data Subjects (as applicable):	
Customer's employees	Customer's suppliers
Customer's contractors	Customer's customers
Categories of Customer Personal Data:	
Contact names	Telephone numbers
Site addresses	Customer User IDs
E-mail address	IP Addresses
Nature And Purpose of the Customer Personal Data Processing:	
To perform this Agreement and the Services provided under this Agreement.	
Obligations and Rights of the Controller:	
As set out in this Agreement:	
Duration of Processing:	
From the Effective Date of this Agreement until BT ceases to provide the Services and deletes or returns the Customer Personal Data, subject to Section 00.	

- (c) BT will Process the Customer Personal Data on behalf of Customer in accordance with Customer's documented instructions, as set out

in this Agreement including the relevant Service Schedule, which instructions may not be modified or supplemented, except in writing signed by both Parties, provided that, if BT has a good faith basis for believing that an additional instruction or a change to the instructions provided by the Customer infringes applicable data protection law, then subject to applicable law, BT will inform the Customer of its opinion without undue delay and will not be required to comply with such infringing instructions.

- (d) BT will implement technical and organizational security measures appropriate to the risk represented by the Processing and the nature of the Customer Personal Data being Processed to protect the Customer Personal Data against a Personal Data Breach.
- (e) All persons authorized by BT to Process the Customer Personal Data will be bound by a duty of confidentiality.
- (f) BT will only use Sub-Processors either as approved by Customer by entering into the relevant Service Schedule or by providing Customer with Notice of an intent to add or replace a Sub-Processor. Customer will have 30 days to provide BT with its written objection to the new Sub-Processor, including material and substantiated justifications to support its concerns related to the inability of the new Sub-Processor to comply with the GDPR. If the parties, in good faith, cannot agree on a change in Sub-Processors, they will resort to Dispute Resolution as set forth in Section 12 of the General Terms.
- (g) BT's contracts with Sub-Processors will impose data protection obligations regarding Customer Personal Data equivalent to BT's obligations as set out in this Section 0
- (h) BT will use commercially reasonable efforts to provide reasonable assistance to the Customer, taking into account the nature of the Processing of the Customer Personal Data and the information available to BT, relating to: (i) Customer's obligation to respond to lawful requests from a Data Subject to the extent practicable; (ii) the security of the Processing of

the Customer Personal Data; (iii) notification of a Personal Data Breach involving Customer Personal Data to the Supervisory Authority or the Data Subjects; and (iv) a data protection impact assessment and prior consultation with the Supervisory Authority.

- (i) BT will: (i) provide Customer with the information necessary to demonstrate BT's compliance with its obligations under this Section 0; and (ii) subject to 30 days' Notice from Customer, allow for, and reasonably cooperate with, Customer's audits at reasonable intervals (not more than once per contract year) to assess BT's compliance with its obligations under this Section 0, provided that the audits are conducted during business hours, do not disrupt BT's business or interfere with BT's legal obligations or the interests of BT's other customers, and Customer (or its third party auditor) complies with BT's security policies, confidentiality obligations, and other reasonable conditions.
- (j) BT can demonstrate compliance with its obligations set out in Section 00 above pursuant to Article 28(5) of the GDPR or by providing Customer with an audit report issued by an independent third party auditor (subject to appropriate confidentiality obligations and not use this audit report for any other purpose).
- (k) BT will provide Notice to the Customer without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data.
- (l) Upon expiration or termination of this Agreement, at the Customer's option, BT will delete or return the Customer Personal Data, unless applicable law requires BT to store a copy.

3. Customer Compliance obligations

Customer will comply with the GDPR and (i) will fulfill all the requirements necessary for the provision of the Service by BT, including providing any notifications and obtaining any consents when sharing Personal Data with BT and (ii) will only disclose the Personal Data to BT to the extent required for BT to perform the Service.

