

Security CPE Resale Schedule

Section A Resale Terms

The following terms shall apply in conjunction with the Order (collectively the "Contract"), by and between BT and the Customer (each also referred to as a "Party" and collectively as the "Parties").

1. INTERPRETATION

- 1.1 Some of the words and phrases in this document mean specific things. They are capitalised all the way through and explained in the Defined Terms section at the end of this document.

2. ORDER OF DOCUMENTS

- 2.1 If there is a conflict between any of the documents, the order of priority, highest first, is:
- 2.1.1 the Order;
 - 2.1.2 any Annexes; and
 - 2.1.3 this Schedule.

3. PROVISION OF PURCHASED EQUIPMENT AND ANCILLARY SERVICES

- 3.1 BT will supply the Purchased Equipment as set out in any applicable Order.
- 3.2 The Customer may also order an OEM Maintenance Service as an optional ancillary service, as set out in the Order and agrees to observe and comply with any related conditions provided by the Supplier as part of the Order.
- 3.3 Each OEM Maintenance Service shall be provided in accordance with the terms set out in the EULA.
- 3.4 At least ninety (90) days before the end of the OEM Maintenance Service, the Customer should contact BT to obtain a quotation for renewal of the existing OEM Maintenance Service, otherwise it shall cease at the end of the current OEM Maintenance Service.
- 3.5 BT's obligations under this Contract shall be limited to the supply of Purchased Equipment.
- 3.6 This Schedule will not apply for the provision of any other services provided by BT as such services will be governed by their separate terms and conditions.

4. DELIVERY OF PURCHASED EQUIPMENT

- 4.1 BT will deliver Purchased Equipment to an address or addresses in United Kingdom as set out in the Order.
- 4.2 Target delivery lead times for the Purchased Equipment will be those advised to BT by the Supplier, but the Customer acknowledges that all dates are estimates, and BT will not be liable for delivery delay caused by matters outside of its reasonable control.
- 4.3 Any Purchased Equipment may be delivered by BT in advance of the quoted delivery date upon giving reasonable notice to the Customer. The Customer agrees to accept partial delivery of Purchased Equipment ordered unless otherwise mutually agreed by the parties in writing.
- 4.4 BT shall have the right to assume that any person who both reasonably appears and claims to have the authority to accept and sign for delivery of the Purchased Equipment on behalf of the Customer does, in fact, have the requisite authority from the Customer.
- 4.5 Claims for non-delivery of Purchased Equipment must be made in writing to BT within five (5) calendar days from the quoted delivery date.
- 4.6 If the Customer delays or otherwise prevents the delivery of Purchased Equipment, BT may apply additional charges for any reasonable, incremental costs incurred.

5. PRODUCT WARRANTY

- 5.1 The only warranty applicable to the Purchased Equipment purchased under this Contract is the warranty provided directly by the OEM in the EULA and/or any separate Product Warranty Terms.
- 5.2 If the Customer experiences a fault in the Purchased Equipment during the OEM warranty period, the Customer shall follow the warranty claims process established by the OEM.
- 5.3 To the fullest extent permitted by Applicable Law (including but not limited to Sale of Goods Act 1979), and except as expressly stated in this Contract, all warranties, conditions, representations and other terms implied by statute or common law are excluded from this Contract and BT makes no additional representations or warranties of any kind or nature in relation to the Purchased Equipment including without limitation, those relating to merchantability, satisfactory quality or fitness for a particular purpose.
- 5.4 BT does not make any representations, whether express or implied, about whether the Purchased Equipment will operate in combination with any other equipment or software.

6. GENERAL CUSTOMER OBLIGATIONS

- 6.1 The Customer shall:
 - 6.1.1 install, maintain and use the Purchased Equipment in accordance with any Supplier requirements and/or instructions;
 - 6.1.2 provide BT with adequate delivery instructions (including the correct Customer address) or any other instructions that are relevant to the supply of the Purchased Equipment;
 - 6.1.3 provide BT with the names and contact details of the Customer Contact but BT may also accept instructions from a person who BT reasonably believes is acting with the Customer's authority;
 - 6.1.4 without undue delay provide BT with any accurate and complete information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder. If the Customer provides incomplete or incorrect information or if the information provided by the Customer changes, BT may review the applicable Charges; and
 - 6.1.5 only obtain Purchased Equipment for its own use and not for resale or other distribution;
 - 6.1.6 comply with Applicable Law, and make sure that Users do as well;
 - 6.1.7 comply with the Compliance Obligations and make sure that Users do as well;
- 6.2 **WEEE Directive**
 - 6.2.1 The Customer will comply with Article 13 of the WEEE Directive for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become WEEE.
 - 6.2.2 For the purposes of Article 13 of the WEEE Directive this Clause 6.2 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
 - 6.2.3 The Customer will comply with any information recording or reporting obligations imposed by the WEEE Directive.
 - 6.2.4 The Customer will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had the Customer fulfilled their express or implied obligations under this Clause 6.2 or in connection with the WEEE Directive. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

7. OEM LICENCE TERMS

- 7.1** BT will only provide the Service if the Customer has entered into the EULA with the OEM.
- 7.2** The Customer will and, where applicable, ensure that its Users observe and comply with the EULA for any use of the applicable OEM Software.
- 7.3** The Customer will enter into the EULA for the Customer's own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are between the Customer and the OEM and the Customer will deal with the OEM with respect to any loss or damage suffered by either of the Customer or the OEM as such loss or damage will not be enforceable against BT.
- 7.4** Where the EULA is presented in a 'click to accept' function and the Customer requires BT to configure or install software on their behalf, BT will do so as their agent and bind the Customer to the EULA. For this purpose, the Customer hereby grants to BT a mandate to enter into the EULA in the Customer's name and on its behalf. BT and the Customer may for this also execute a power of attorney as part of the Order.

8. TRANSFER OF TITLE AND RISK OF LOSS

- 8.1** Title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to the Customer when the Customer has paid for the Purchased Equipment in full and risk will pass to the Customer on delivery of the Purchased Equipment at the location stated in the Order.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1** Ownership of all Intellectual Property Rights in any Purchased Equipment and associated written and electronic documentation and data made available to the Customer under this Contract shall remain, as applicable, the property of the OEM or its licensors. All applicable licenses, and the terms and conditions associated with Purchased Equipment shall be granted to Customer by the OEM or its licensors, and the Customer will comply with the provisions of any Software license agreement and/or EULA.
- 9.1** The Customer acknowledges and agrees that BT shall not be required to indemnify, defend or hold the Customer or any third party harmless from or against any Claims, losses, liabilities, damages, costs and expenses (including legal fees), judgments or settlement amounts arising out of or in connection with the actual or alleged infringement of a third party's intellectual property rights relating to the Purchased Equipment.

10. LIMITATION OF LIABILITY

- 10.1** Nothing in this Agreement excludes or limits either Party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under applicable law.
- 10.2** Subject to the above, neither Party will be held liable, under or in connection with this Agreement, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for any of the following losses, whether or not those losses are direct or indirect: (a) loss of profit, revenue or anticipated savings; (b) loss of business or contracts; (c) loss of goodwill; (d) loss from wasted expenditure, wasted time or business interruption; (e) loss, destruction or corruption of data; (f) liability to any third parties, unless stated otherwise in this Agreement; and (g) any special, indirect or consequential loss or damage.
- 10.3** Subject to Clauses 10.1 and 10.2, the total liability of either Party under or in connection with this Agreement, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, shall be limited to an amount equal to the



total Charges paid or payable by Customer with respect to the Purchased Equipment and OEM Maintenance Service (if applicable) that gave rise to the claim.

Section B Compliance Obligations

11. COMPLIANCE OBLIGATIONS

- 11.1** If the Customer does not comply with the Compliance Obligations, the Customer will be liable for any Claims, losses, costs or liabilities that BT incurs as a result.
- 11.2** BT may, when there is a serious breach of the Compliance Obligations, report the Customer and provide the Customer's personal information, including Personal Data, to the relevant law enforcement agency.

Section C Charges and Cancellation

12. CHARGES

- 12.1** The Customer will pay the Charges for the Purchased Equipment and any optional OEM Maintenance Service (if applicable) as specified in the Order.
- 12.2** The Customer will pay and be responsible for the Charges, whether the Purchased Equipment and OEM Maintenance Service (if applicable) is used by the Customer or someone else. This includes all Charges resulting from unauthorised or fraudulent use.
- 12.3** BT will invoice the Customer, and the Customer will pay BT, in pounds sterling.
- 12.4** BT will work out the Charges based on details that BT records or that are recorded for BT.
- 12.5** If BT issues an invoice online, it will email the Customer when it has done so.
- 12.6** Unless the Customer is disputing an invoice (see Clause 14), the Customer will pay each invoice BT sends the Customer within 28 days of the date on it. The Customer will pay the full amount in cleared funds into BT's bank account, without any set-off, counterclaim, deduction or withholding, unless the Customer legally has to take something off.
- 12.7** BT may reduce the number of days the Customer has to pay each invoice from 28 days to five days, where:
 - 12.7.1** The Customer issues a profit warning; or
 - 12.7.2** any Credit Agency reduces the Customer's credit rating, and BT reasonably considers that this will affect the Customer's ability to pay invoices.
- 12.8** If the Customer makes a payment covering more than one invoice:
 - 12.8.1** the Customer will tell BT which amounts to apply to which invoices; and
 - 12.8.2** if the Customer does not tell BT, BT may apply the payment to any unpaid invoices at its discretion.
- 12.9** The Customer will advise BT promptly of any changes to the Customer's bank details that may affect payment of the Charges.
- 12.10** As part of BT's credit management procedures, BT may at any time:
 - 12.10.1** require the Customer to pay a deposit, pay the Charges in advance, or provide a guarantee as security for payment of future invoices by the means requested by BT; and
 - 12.10.2** carry out a credit vet on the Customer. The Customer will provide BT or its agents with any information it or they may reasonably require for this.
- 12.11** Charges do not include any Transaction Taxes. If BT sends the Customer a valid tax invoice, the Customer will pay all of the Transaction Taxes due, including those BT has paid or will pay that BT is allowed, by Applicable Law, to pass on to the Customer, and that service providers normally pass on to their customers.



BT will not charge any Transaction Taxes on Services where the Customer has already given BT a valid tax exemption certificate.

- 12.12** If applicable, the Customer is liable for any Withholding Taxes (and associated interest and penalties if any) on payments to BT, so that the net amount BT receives is not less than the amount invoiced to the Customer.
- 12.13** If the Customer asks for any change to be made to the agreed billing arrangements for the Service, and that change results in additional Transaction Tax or Withholding Tax to BT or any BT Affiliate that they are unable to fully recover, then, regardless of what it may say elsewhere in this Contract, BT may modify the Charges to reflect the impact of the change and the Customer will pay BT any additional amounts due.
- 12.14** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
- 12.14.1** Charges expediting delivery of the Purchased Equipment at the Customer's request after BT has informed the Customer of the delivery date (if possible);
 - 12.14.2** Any other Charges agreed between the parties in writing.

13. CUSTOMER NON PAYMENT OF BT INVOICE

- 13.1** If the Customer does not pay an invoice by the date it is due and the Customer is not disputing the invoice in accordance with Clause 14, BT may:
- 13.1.1** charge the Customer interest on the unpaid amount at the annual rate of 4 per cent above the Bank of England's base lending rate at the date of calculation, or at the maximum rate allowed by Applicable Law, whichever is less. The interest will build up and be compounded each day, from the date the invoice was due to the date the Customer pays BT;
 - 13.1.2** where BT has already delivered the Purchased Equipment, exercise any rights of repossession pursuant to BT's security interest (as set forth in Clause 8) and charge the Customer for all related expenses, including shipping and restocking fees;
 - 13.1.3** charge the Customer for all costs associated with collection of payment, including legal and debt collecting fees; and/or
 - 13.1.4** require other assurances to secure Customer's payment obligations.

14. DISPUTING AN INVOICE

- 14.1** If the Customer does not agree with something in an invoice BT sends the Customer before the Customer has made payment, the Customer will give BT Notice within 28 days after the date of the invoice.
- 14.2** If the Customer does not agree with something in an invoice BT sends the Customer after the Customer has made payment, the Customer will give BT Notice of that dispute within six months after the date of the invoice.
- 14.3** The Customer will always pay the undisputed amount of an invoice, and any disputed amount that is less than 5 per cent of the total invoice, in accordance with Clause 12.6.
- 14.4** We will both settle an invoice dispute in accordance with Clause 19.1 and the Customer will pay the amount we both finally agree on within seven days of both of us agreeing it.
- 14.5** BT may still charge the Customer a late payment charge or interest in accordance with Clause 13.1 for any amount that we both agree under Clause 14.4.

15. CANCELLATION

15.1 Cancellation Charges

- 15.1** The Customer may immediately cancel an Order by notice to BT before the delivery date.
- 15.2** If the Customer exercises its right under this Clause 15, the Customer will pay to BT all specified Cancellation Charges set out in the applicable Order, or if none are specified, it shall pay BT any:
- 15.2.1** Charges BT has incurred in processing and cancelling the Order;



- 15.2.2** third-party cancellation costs; and
- 15.2.3** costs associated with returning Purchased Equipment.

Section D Confidential Information and Data Protection

16. CONFIDENTIAL INFORMATION

- 16.1** BT and the Customer agree to keep all Confidential Information confidential and neither party will disclose it, unless required:
 - 16.1.1** to meet its responsibilities or to receive any benefit under the Contract, and then only to its employees, agents, Affiliates, officers, directors, advisers and, for BT only, BT's subcontractors and suppliers, who need to know;
 - 16.1.2** by Applicable Law, a government or regulatory authority, or court of competent jurisdiction and the party disclosing it will give the other as much notice as reasonably possible before any disclosure.
- 16.2** The party disclosing the Confidential Information in accordance with Clause 16.1.1 will ensure that the people receiving it comply with this Clause 16.
- 16.3** Each party will return or destroy any of the other's Confidential Information within a reasonable time of the other requesting this by giving Notice.
- 16.4** This Clause 16 will stay in place for a period of three years following the Customer's signature of the Order.

17. DATA PROTECTION

- 17.1** For the purposes of supplying the Purchased Equipment and the OEM Maintenance Service (where applicable), BT will only Process Personal Data as a Controller and it will process such Personal Data as set out in this Clause 17.
- 17.2** BT will share Personal Data with the OEM in order for the OEM to provide the Purchased Equipment and the OEM Maintenance Service (where applicable) as set out in the Order. The Customer acknowledges that the OEM's data processing agreement, as incorporated into the EULA, shall apply in respect of the provision, and the Customer's use, of the Purchased Equipment and the OEM Maintenance Service (if applicable).
- 17.3** Notwithstanding any other provision in the Contract, for BT to fulfill the Order, Personal Data may be:
 - 17.3.1** used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
 - 17.3.2** transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Contract and in order to fulfill the Order provided that BT will where necessary implement appropriate transfer mechanisms permitted by Data Protection Legislation, including:
 - (a)** BT Group's Binding Corporate Rules (for transfers among BT's Affiliates and transfers from the Customer to BT); and
 - (b)** agreements incorporating the relevant standard data protection clauses adopted by the European Commission or the relevant local authority.
- 17.4** Where BT acts as a Controller:
 - 17.4.1** BT may collect, Process, use or share Personal Data with BT Affiliates and its Processors, within or outside the country of origin in order to do any or all of the following:
 - (a)** administer, track and fulfil Orders;
 - (b)** compile, dispatch and manage the payment of invoices;
 - (c)** manage the Contract and resolve any disputes relating to it;
 - (d)** respond to general queries relating to the Contract; or
 - (e)** comply with Applicable Law;



17.4.2 BT will Process the Personal Data in accordance with applicable Data Protection Legislation and as set out in the BT Privacy Policy and, where applicable, BT Group's Binding Corporate Rules.

17.5 Neither Party will Process Personal Data on behalf of the other Party as Processor for the purposes of this Contract. If either Party anticipates that any change to BT's use of Personal Data under the Order would require BT to Process Personal Data on the Customer's behalf as a Processor, then the Parties will negotiate in good faith to incorporate appropriate data protection provisions into this Contract in accordance with Data Protection Legislation.

Section E Miscellaneous

18. FORCE MAJEURE EVENTS

18.1 If there is a Force Majeure Event the party whose performance is affected by the Force Majeure Event will:

18.1.1 take all reasonable steps to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;

18.1.2 inform the other party as soon as it reasonably can on the nature and extent of the Force Majeure Event and the reasonable steps which are being taken to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;

18.1.3 not be liable for failing to do something they should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event;

18.1.4 get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event; and

18.1.5 still be liable for any breaches of Contract prior to the Force Majeure Event.

18.2 Nothing in this Clause 18 affects the Customer's obligation to pay BT any amounts payable under the Contract on time and in the way described in Clause 12.6.

18.3 Subject to the occurrence of a Force Majeure Event, in which case Clauses 18.1 and 18.2 apply, BT will not be liable if it fails to do something under the Contract (including not carrying out any of its responsibilities or carrying them out late) to the extent BT's failure is due to:

18.3.1 the Customer's failure to carry out any of their responsibilities under the Contract, or carrying them out late, in which case the Customer will pay BT for any reasonable costs BT incurs as a result of the Customer's failure;

18.3.2 anyone other than BT, BT's Affiliates or BT's subcontractors or suppliers doing something, or not doing something, they need to do unless that BT Affiliate, subcontractor or supplier has invoked their force majeure rights under their contract with BT; or

18.3.3 restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

19. SETTLING DISPUTES

19.1 The parties shall attempt to settle any dispute or claim that occurs under or in relation to this Contract promptly, to avoid having to get the courts or regulatory authorities involved.

19.2 BT will try to resolve any complaint or dispute that the Customer may have with BT in accordance with the procedure set out in Clauses 19.3 to 19.5 below. If the matter is not resolved through that procedure, then either party may refer it to adjudication, where appropriate, in accordance with the details set out in BT's Customer Complaints Code set out at <http://www.bt.com/complaintscode> copies of which are available on request.

19.3 Both parties will use the following dispute resolution process:

19.3.1 whichever party is affected will provide Notice of the complaint that clearly sets out the full facts and includes relevant supporting documents;

- 19.3.2** both parties will use reasonable endeavours to settle the dispute within 14 days of getting the complaint and will make sure to give regular updates to the other during the 14 days;
 - 19.3.3** if the dispute is not settled after 14 days (or any other period agreed by both parties in writing), the dispute can be escalated to a senior executive of either party (someone at vice president level or above); and
 - 19.3.4** if the dispute is still not settled 14 days after it is escalated, both parties will consider mediation as set out in Clause 19.4.
- 19.4** After Complying with Clause 19.3, either party may, by giving Notice to the other, propose a mediator, in which case:
- 19.4.1** unless both parties agree to another date, the other party will either confirm their acceptance of the mediator or propose another mediator within 15 days of the date of the Notice;
 - 19.4.2** if both parties cannot agree on the choice of mediator within a further 15 days, the mediator will be appointed by the London Court of International Arbitration or an equivalent independent body;
 - 19.4.3** unless both parties agree otherwise, any mediation will happen in London, in English; and
 - 19.4.4** unless both parties agree otherwise, the costs of mediation shall be shared equally.
- 19.5** Nothing in this Clause 19 stops either party:
- 19.5.1** seeking interlocutory or other immediate relief if either party is at risk of imminent harm, unless something in the Contract already provides an adequate remedy;
 - 19.5.2** going to a court of competent jurisdiction if either of us considers it reasonable; or
 - 19.5.3** doing anything else this Contract lets us do.

20. NOTICES

- 20.1** If either party needs to give the other Notice, they will do it in writing, in English and:
- 20.1.1** send it by email, in the case of Notices from BT to the Customer only;
 - 20.1.2** deliver it by hand; or
 - 20.1.3** send it by pre-paid post, recorded delivery or courier.
- 20.2** Notices need to be sent to:
- 20.2.1** BT, at the postal address shown on the invoice or any other address that BT tells the Customer to send Notices to; or
 - 20.2.2** the Customer, at the address that the Customer asks BT to send invoices to, the Customer's primary email address, or, if the Customer is a limited company, the Customer's registered office address as of the date of the Notice or any other address or email address the Customer tells BT to use by giving Notice to BT.
- 20.3** If a party's contact details change, it will tell the other party straightaway by giving Notice.
- 20.4** The recipient is deemed to have received the Notice on the date (or if the date is not a Business Day, then on the next Business Day):
- 20.4.1** of transmission, if it is an email;
 - 20.4.2** the Notice is left at the address or someone signs for it on behalf of the addressee, if it is delivered by hand or sent by courier; or
 - 20.4.3** three days after posting, if it is sent by pre-paid post or recorded delivery.



21. TRANSFER TO ANOTHER PARTY

- 21.1** Either party may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either party chooses to assign the benefit of the Contract to an entity that is not an Affiliate, it must get the other party's permission in writing beforehand.
- 21.2** BT may subcontract any of BT's responsibilities under the Contract to another entity, including to a BT Affiliate, but if it does, it will still be responsible to the Customer under the Contract.
- 21.3** If BT subcontracts the performance of any of BT's rights or obligations to a BT Affiliate as described in Clause 21.2, the Customer will, once the Customer receives Notice from BT, deal directly with the BT Affiliate.
- 21.4** By giving the Customer Notice, BT can novate the Contract or an Order to a BT Affiliate. If BT does, all BT's rights, responsibilities and liabilities will transfer to the BT Affiliate and the Customer will need to deal with the BT Affiliate instead of BT as BT will no longer be a party to the Contract.
- 21.5** Either Party can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.

22. THIRD PARTIES' RIGHTS

- 22.1** A person who is not a party to the Contract will not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, even if a term seems to give the party a particular benefit.

23. NO PARTNERSHIP OR AGENCY ARRANGEMENT

- 23.1** Unless a Clause in the Contract says something different, the Contract does not:
 - 23.1.1** set up any partnership, exclusive arrangement or joint venture between the parties;
 - 23.1.2** make either party the agent of the other; or
 - 23.1.3** authorise either party to enter any commitments for, or on the behalf of, the other.

24. NO WAIVER

- 24.1** If either party does not do, or delays doing, something that this Contract allows, that party will not have waived their right to do it, unless otherwise set out in the Contract.

25. SEVERANCE

- 25.1** If any court of competent jurisdiction finds that any part of the Contract is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Contract will be affected.
- 25.2** If any illegal, invalid or unenforceable part of the Contract would be legal, valid or enforceable if part of it were removed, the parties will negotiate in good faith to change the Contract so it reflects what the parties originally intended as much as possible.

26. ENTIRE AGREEMENT

- 26.1** The Contract sets out the whole agreement between the parties and replaces any previous communications between them.
- 26.2** The Customer's own standard terms are not part of the Contract even if the Customer provided them to BT before signing the Contract, or if the Customer sends them to BT or refer to them in an Order.
- 26.3** By agreeing the Contract, each party acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Contract. Each party also waives all rights and legal remedies it might have had if it were not for this Clause 26.

27. CHOICE OF LAW AND COURTS

- 27.1** The laws of England and Wales will apply to the Contract and any disputes or claims in connection with it or the relationship between the parties, including non-contractual ones.
- 27.2** Only the courts of England and Wales will be able to rule on any disputes or claims in connection with the Contract or the relationship between the parties, including non-contractual ones.

28. COUNTERPARTS

- 28.1** The Contract can be signed on one or more copies. Any single counterpart, or a set of counterparts signed, in either case, by both parties will constitute a full original of the Contract for all purposes.

Section F Defined Terms and Abbreviations

For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below:

"Affiliate" means any entity that directly or indirectly controls or is controlled by either party, or is jointly controlled with either the Customer or BT.

"Applicable Laws" means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of the Purchased Equipment and/or the OEM Maintenance Service, including:

- (a) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) all applicable export laws and regulations, including those of the United States of America.

"Binding Corporate Rules" shall have the meaning given to it in the GDPR.

"BT" means British Telecommunications plc of 1 Braham Street, London, E1 8EE, registered in England with company number 1800000.

"BT Equipment" means any equipment and any related Software that BT owns or that is licensed to BT and that BT uses to provide the Service.

"BT Network" means the communications network owned or leased by BT and used to provide the Service.

"BT Privacy Policy" means the policy that BT has implemented and may update from time to time on how it Processes Personal Data and that is set out at: <https://business.bt.com/privacy-policy/>.

"Business Day" means any day generally seen locally in the place where the Service is provided as a working day and excluding national, public and bank holidays. If one of us is supposed to do something on a day that is not a Business Day, then they will need to do it on the next Business Day.

"Cancellation Charges" means any compensatory charges payable by the Customer to BT on cancellation of an Order and as set out in the Contract.

"Charges" means the fees and charges that are payable in relation to the Purchased Equipment and OEM Maintenance Service (if applicable), as set out in the Contract, or calculated in accordance with the terms set out in this Schedule.

"Claim" means any legal claims, actions or proceedings against one of us, whether threatened or actual, whether by a third party or the other party to this Contract.

"Confidential Information" means confidential information either party (or each of its officers, employees, agents, subcontractors, suppliers, advisers or Affiliates) gives the other party after the date of the Contract, no matter how it is recorded, stored or disclosed and includes:

- (a) the Contract;
- (b) information about technical or commercial know-how, specifications, inventions, processes or initiatives; or
- (c) any information a reasonable business person would see as confidential about:
 - i. the business, affairs, customers, clients, subcontractors, suppliers, plans or strategy of either party or its Affiliates; and

- ii. the operations, processes, product information, know-how, designs, trade secrets or software of either party or our Affiliates,

but it does not include:

- (a) information that is available to the public, or becomes available, unless it is because either party breaches the Contract;
- (b) information that was already available to the receiving party on a non-confidential basis;
- (c) information both parties agree in writing is not confidential information; or
- (d) information that was developed by or for the receiving party independently of the confidential information.

"Contract" means the agreement between the Customer and BT that is made up of the Order, any Annexes and this Schedule as set out in Clause 2.

"Controller" shall have the meaning given to it in the GDPR.

"Compliance Obligations" mean those provisions, obligations and rights set out in the document that can be found at <https://business.bt.com/terms-and-conditions/business-terms-of-service/> (or any other online address that BT may advise the Customer).

"Credit Agency" means Experian, Equifax and Callcredit.

"Customer" means the party BT contracts with to provide the Purchased Equipment to.

"Customer Contact" means any individuals authorised to act on the Customer's behalf in relation to the Contract.

"Data Protection Legislation" means any laws, regulations, and binding guidance as may be amended from time to time in relation to the protection of Personal Data and individuals' privacy that apply as a result of the provision or receipt of a Service including but not limited to the GDPR.

"Data Subject" shall have the meaning given to it in the GDPR.

"EULA" means the end user licence agreement between the Customer and the relevant OEM, as may be amended or supplemented from time to time, the terms of which are published at the following URLs (or such other URL as the relevant OEM may notify from time to time):

OEM	Link
Palo Alto Networks (UK) Ltd	https://www.paloaltonetworks.com/legal

"Force Majeure Event" means any event that neither party can control and that stops or delays either party from doing something, including:

- (a) natural event including a flood, a storm, lightning, a drought, an earthquake or seismic activity;
- (b) an epidemic or a pandemic;
- (c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
- (d) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
- (e) collapsing buildings, a fire, explosion or accident; or
- (f) any labour or trade dispute, a strike, industrial action or lockouts.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 ("EU GDPR") and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR) and the UK GDPR, as applicable to the Processing.

"Intellectual Property Rights" means any trademark, service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, right in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world. Any applications for registering any of these rights that can be registered in any part of the world are also included.

"OEM" means original equipment manufacturer as set out in the Order.

"OEM Maintenance Service" means a reactive maintenance service provided directly by the OEM for the benefit of the Customer. The description of such OEM maintenance service and how to access it depends on the respective OEM and is set out in the Order.

"Open Source Software" means software BT has distributed to the Customer that is licensed under a separate open source licence.

"Order" means any order or part of an Order the Customer gives to BT that is accepted by BT for the Purchased Equipment and OEM Maintenance Service (if applicable).

"Personal Data" shall have the meaning given to it in the GDPR.

"Personal Data Breach" shall have the meaning given to it in the GDPR.

"Processing" and **"Processor"** shall have the meaning given to it in the GDPR.

"Product Warranty Terms" means the product warranty terms between the Customer and the relevant OEM, as may be amended or supplemented from time to time, the terms of which are published at the following URLs (or such other URL as the relevant OEM may notify from time to time):

OEM	Link
Palo Alto Networks (UK) Ltd	https://www.paloaltonetworks.com/services/support/product-warranty

"Purchased Equipment" means the network Customer Premises Equipment ("**CPE**") that BT sells or licences to the Customer including operating software licensed by the OEM.

"Schedule" means this Security CPE Resale Schedule;

"Software" means any software in object code format only and related documentation (whether on tangible or intangible media) that BT provides to the Customer as part of the Purchased Equipment. It includes any embedded software but it excludes Open Source Software.

"Supervisory Authority" shall have the meaning given to it in the GDPR.

"Supplier" means the OEM or any authorised distributor.

"Transaction Taxes" mean value added tax (VAT), goods and services tax (GST), sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of the Purchased Equipment and OEM Maintenance Service (if applicable).

"UK GDPR" means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended), as amended or replaced.

"User" means any person who is permitted by the Customer to use or access the Purchased Equipment or OEM Maintenance Service (if applicable).

"WEEE Directive" means the Waste Electrical and Electronic Equipment Directive 2012.

"WEEE" means waste electrical and electronic equipment.

"Withholding Tax" means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.