



Conditions for ICT Partner Solutions

1. Definitions and Interpretation

In this Contract for UK ICT Solutions, the following definitions apply:

“Affiliate” of a Party means an entity controlling, controlled by, or under common control with such Party.

“Applicable Law” 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 a 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.

“BT” means British Telecommunications plc.

“BT Equipment” means equipment (including any Software) owned or licensed by BT and placed on the Customer’s premises by BT for provision of the Service.

“BT Group” means BT Group plc and its Affiliates.

“BT Provided Equipment” means equipment sold to the Customer (including Software licensed to the Customer) as detailed in the Service Schedule(s) to this Contract.

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: <http://www.btplc.com/privacycentre/index.htm>.

“Business Day” means Mondays through Fridays, inclusive, but does not include national, public, or bank holidays. If the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the next Business Day.

“Charges” means the fees payable for Services under this Contract and as further defined in the Service Schedule(s), the Supplemental Conditions and/or the Order Form(s).

“Confidential Information” means all documentation, technical information, Software, business information or other materials of a confidential nature and/or that are disclosed in confidence by either Party to the other during the term of this Contract.

“Content” means information made available, displayed or transmitted in connection with a Service (including information made available by means of an HTML “hyperlink”, third party posting or similar means) including all trademarks, service marks and domain names, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of these.

“Contract” means this agreement between BT and the Customer comprising the documents identified in Clause 2 below and, any other documents expressly incorporated by any of these documents or by agreement between the Customer and BT.

“Customer” means the relevant Customer entity named on the Order Form. BT may accept instructions from a person who BT reasonably believes is acting with the Customer’s authority or knowledge.

“Customer Equipment” means equipment (including Software embedded in or run on such equipment), other than BT Equipment, used by the Customer in connection with the Services.

“Customer Personal Data” means only the proportion 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 Contract.

“Data Protection Legislation” means collectively (i) any Applicable Laws of the European Union, (ii) any applicable local laws relating to the Processing of Personal Data and the protection of an individual’s privacy, (iii) the GDPR, and (iv) any binding guidance or code of practice issued by a Supervisory Authority.

“Dispute” means any disagreement, conflict or claims arising out of or in connection with the Contract or its validity.

“EU-US Privacy Shield” means a legal framework adopted by the European Commission in its adequacy decision of 12 July 2016 that ensures an adequate level of protection for Personal Data transferred from the European Union to organisations in the United States that have self-certified to the EU-US Privacy Shield.

“GDPR” means the General Data Protection Regulation (EU) 2016/679, and any amendment or replacement to it, (including any corresponding or

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equivalent national law or regulation that implements the GDPR).

“General Terms and Conditions” means Clauses 1 to 26 (inclusive) of this Contract.

“Mark(s)” means a trademark, service mark, trade name, logo or other indicia of origin that serves to identify a Party, its products or services.

“Minimum Period of Service” means the minimum duration for each Service or each component of the Service, as defined in the relevant Service Schedule or Order Form and calculated from the Operational Service Date, which will continue in accordance with Clause 4 of the terms of this Contract.

“Operational Service Date” means the date on which any Service or part of a Service is first made available to the Customer by BT or the date when the Customer first starts to use the Service (or part of the Service), whichever date is earlier.

“Order” means an Order Form, filled out with all necessary information, signed by both Parties.

“Order Form” means the form that specifies the information required for the Customer to order Service(s) in relation to this Contract.

“Party” means either BT or the Customer.

“Parties” means both BT and the Customer.

“Regulated Service” means a network service provided by BT for which BT is obliged by UK regulation to publish standard terms and conditions and prices.

“Service” means each service as described in the relevant Service Schedule and, as the case may be, further specified in the applicable Order Form(s).

“Service Level Agreement” means, where applicable, the document attached either to this Contract or to a Service Schedule defining the service levels applicable to that Service.

“Service Schedule” means a schedule that forms part of the Contract on the Effective Date which describes the Service to be provided to the Customer. This will include any commitments to purchase the Service and any specific rates, terms and conditions for the provision of that Service to the Customer. Service Schedules may be added or revised from time to time by mutual agreement of the Parties and in accordance with the terms of this Contract.

“Site” means the place at which BT agrees to provide Service.

“Software” has the meaning given to it in Clause 12 Intellectual Property.

“Sub-Processor” means a BT Affiliate or BT’s supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of the Contract.

“Supplemental Conditions” means the Supplemental Conditions (if any) attached to this Contract, setting out any variations to this Contract.

“Third Party Service Agreement” means an agreement between the Customer and a third party service provider as described in Clause 6.

“User” means anyone who is properly permitted by the Customer to use or access the Service purchased by the Customer.

In this Contract headings and bold type are for convenience only and do not affect the interpretation of this Contract and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice-versa;
- (b) each of the Service Schedules will have effect as if set out in this Contract.

2. Order of Precedence

In the event of a conflict between the terms of the Contract, the order of precedence will be as follows:

- (a) Service Schedule;
- (b) Service Level Agreement (if applicable);
- (c) Conditions for BT UK ICT Solutions;
- (d) Order;
- (e) any other documents expressly incorporated by any of the above documents or by agreement between the Customer and BT.

3. Effective Date

This Contract is effective when signed by authorised representatives of the Parties (**“Effective Date”**) and will continue until terminated in accordance with its terms.

4. Duration

Each Service or part of the Service will have a Minimum Period of Service calculated from the Operational Service Date as notified by BT. Unless otherwise agreed, the Service will continue in full force and effect in twelve (12) month periods unless or until terminated by either Party in accordance with Clause 20 of the Contract. Unless otherwise agreed by the Parties in writing, the renewal will be subject to the conditions and the Charges current at the date of renewal.

5. Provision of Service

5.1 BT agrees to provide the Customer with the Service described in the applicable Service Schedule or in the specific Order(s) from the Operational Service Date. The Customer may order Services under this Contract by an Order signed by the Parties.

5.2 BT will repair faults in the Service in accordance with the applicable Service Schedule.

5.3 Provided BT gives the Customer as much notice as reasonably practicable, BT may occasionally:

- (a) suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network; or
- (b) for operational reasons, change the technical specification of the Service, provided that any such change does not materially decrease or impair performance of the Service.

5.4 The Customer will comply with BT's reasonable requests which are necessary for reasons of health, security, safety or the quality and/or performance of any Service provided to the Customer.

6. Third Party Service Providers

It may be necessary for the Customer to obtain the Service, or part of the Service, directly from a third party service provider subject to a Third Party Service Agreement. Should BT manage the Third Party Service Agreement on behalf of the Customer, it will only do so as an agent of the Customer. BT's responsibility will be limited to performance of the specific obligations as set out in the applicable Service Schedule. BT will not

assume any liability under the Third Party Service Agreement.

7. Use of the Service

7.1 The Customer may use any Service for its own purposes, provided that:

- (a) the Customer complies with the terms of any telecommunications legislation, or any licence applicable to the Customer; and
- (b) the Customer or any User does not use the Service to send any communication which is illegal; and
- (c) the Customer will remain responsible for any access and use of the Service by its Users, all charges incurred and compliance with all terms and conditions by it and its Users under this Contract; and
- (d) the Customer ensures that its list of Users is kept current, and that the Customer terminates access immediately for anyone who is no longer a User.

7.2 So far as may be permitted by relevant law or regulation, it is agreed that BT will have no liability and the Customer will make no claim in respect of any matter arising from any use of the Service which is contrary to the provisions of Clause 7.1 and/or BT's specific reasonable instructions, such instructions to be provided in writing under the notice provisions of Clause 22.

7.3 Except as may be otherwise specifically provided under this Contract, the obligations and responsibilities of BT under this Contract are solely to the Customer and not to any third party, including any other User. The Customer will keep harmless and will indemnify BT, its officers, Affiliates, employees, agents and subcontractors against any liabilities or costs arising from any and all claims by any third party – including Users – in connection with the use of the Services.

8. Charges

8.1 The Charges for the Service are reflected in the Supplemental Conditions and/or any applicable Order Form and will be calculated in accordance with the Service Schedule. Charging will begin on the Operational

Service Date. Charges for use of the Service will be calculated in accordance with details recorded by, or on behalf of, BT.

- 8.2 The Customer must pay all Charges for the Services within thirty (30) days of the date of BT's invoice, without any set-off, counterclaim or deduction. Where applicable, BT may set-off any amounts it owes to the Customer against any amounts owed by the Customer to BT under the Contract. BT may, in its discretion, add interest charges, from the due date, to any past due amounts at a per annum rate of seven (7) percentage points above the base lending rate of the European Central Bank
- 8.3 Unless provided otherwise in a Service Schedule or Order Form, BT will invoice Charges in Pounds sterling and the Customer will pay all Charges in Pounds sterling. Charges are exclusive of applicable value-added tax. Early termination charges will not be subject to value added tax.
- 8.4 In the event that payment of any amount of the Charges becomes subject to withholding tax, levy or similar payment obligation on sums due to BT under the Contract such withholding tax amounts shall be borne and paid for by the Customer in addition to the sums due to BT. The Customer will provide BT without charge the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the Customer.
- 8.5 The Customer will promptly, but no later than 6 (six) months from the date of invoice, notify BT in writing of any disputed invoice, together with all information relevant to the Dispute, and an explanation of the amount disputed and the reasons. The Customer must pay all undisputed amounts in accordance with Clause 8.2 unless the disputed amount is less than 5% of the total invoice amount in which case the total invoice amount will be due and payable by the due date. Disputes will be resolved promptly and the resolved amount, if any, payable within fourteen (14) Business Days after resolution. Interest will accrue from the due date on subsequent payments of amounts withheld or credits on overpayments refunded.
- 8.6 Without prejudice to any other provision of this Contract, BT reserves the right to treat a failure to pay by the Customer as a material

breach of the Contract. If the Customer commits a material breach of this Contract, BT's rights are set out in Clause 20. Additionally, BT reserves the right to:

- (a) restrict, suspend or terminate provision of the relevant Services and BT will be released from its obligations under this Contract with respect to such Service until any balance due is paid or until such other material breach is remedied; and/or
- (b) as an exception to Clause 20, terminate this Contract without liability to or right to compensation for the Customer and without prejudice to BT's rights to be paid sums due; and/or
- (c) recover any BT Equipment; where such recovery takes place, the Customer shall pay to BT such recovery charges as may be specified in the Service Schedule or as otherwise notified by BT to the Customer.

9 BT Equipment and BT Provided Equipment

- 9.1 If BT Equipment or BT Provided Equipment is required to be installed at a Site to enable BT to provide the Service, the Customer will prior to installation at its own expense:
- (a) obtain all necessary consents, including consents for any necessary alterations to buildings;
 - (b) provide a suitable and safe working environment, including all necessary trunking, conduits and cable trays, in accordance with the relevant installation standards;
 - (c) provide any electricity and telecommunication connection points required by BT; and
 - (d) provide any openings in buildings required to connect such Equipment to appropriate transport facilities.

The above actions must be completed in advance of any installation work by BT.

- 9.2 The Customer is responsible for the BT Equipment and must not move, add to, modify or in any way interfere with the BT

Equipment, nor allow anyone else (other than someone authorised by BT) to do so. The Customer will be liable to BT for any loss of or damage to the BT Equipment, except where the loss or damage is due to fair wear and tear or is caused by BT or anyone acting on BT's behalf.

- 9.3 Risk in all BT Provided Equipment will pass to the Customer on delivery to the Customer by BT in accordance with the terms of this Contract, unless otherwise agreed. Title in all BT Provided Equipment will not pass to the Customer until payment has been received in full.

10. Access and Site Regulations

- 10.1 The Customer will, upon reasonable notification from BT, allow BT, its employees, agents and subcontractors access to the Customer's premises or to the Site as may be reasonably necessary for the performance by BT under this Contract, including the installation of BT Equipment or BT Provided Equipment and maintenance, recovery or removal of any BT Equipment. BT will use reasonable care in removal of BT Equipment and leave the premises in its original condition. BT, its employees, agents and subcontractors, will observe the Customer's reasonable site regulations previously advised in writing to BT.

11. Connection of Customer Equipment to the Service

- 11.1 The Customer must ensure that any Customer Equipment connected to or used with the Service is connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment.
- 11.2 The Customer must ensure that any Customer Equipment attached (directly or indirectly) to the Service by the Customer is technically compatible with the Service and approved for that purpose under any Applicable Law or regulation. In the case of BT Provided Equipment sold for the purpose of the Customer's use with the Service, the Customer may rely upon BT's representations as to compatibility and compliance, as of the date of provision.

12. Intellectual Property

- 12.1 The Customer and BT do not acquire any rights to the other's Intellectual Property

Rights except the rights necessary for each to perform its obligations under this Contract.

- 12.2 If software, documentation or manuals are provided to enable the Customer to receive and use the Service, BT grants the Customer, for the duration of this Agreement, a non-exclusive, non-transferable licence to use such software, documentation or manuals for the Customer's own use. Unless otherwise agreed, any licence granted by BT under this Clause 12.2 will terminate when this Contract is terminated.

- 12.3 Except as permitted by law or as expressly permitted under this Contract the Customer must not, without BT's prior written consent, copy, de-compile or modify any software, copy the manuals or documentation relating to that software or knowingly allow or permit anyone else to do so.

13. Intellectual Property Indemnities

- 13.1 BT will defend, indemnify and hold the Customer harmless against all claims and proceedings arising from alleged infringement of any third party's intellectual property rights by reason of BT's provision of the Service. As a condition of this indemnity the Customer must:

- (a) notify BT promptly in writing of any allegation of infringement;
- (b) make no admission relating to the infringement;
- (c) allow BT to conduct all negotiations and proceedings and give BT all reasonable assistance in doing so (BT will pay the Customer's reasonable expenses for such assistance); and
- (d) allow BT to modify or replace the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification or replacement does not materially adversely affect the performance of the Service.

- 13.2 If the Service becomes, or BT believes it is likely to become, the subject of an allegation or claim for infringement of any intellectual property rights as referred to in Clause 13.1, BT, at its option and expense, may secure for the Customer a right of continued use or

modify or replace the Service, as set forth in Clause 13.1(d), so that it is no longer infringing. If neither of those remedies is available to BT on reasonable terms, BT may so notify the Customer and terminate such infringing Service without penalty to either Party.

13.3 Without prejudice to the provisions of the Applicable Law, the indemnity and remedies in Clauses 13.1 and 13.2 are the exclusive remedies for claims of infringement and do not apply to claims for infringements related to the Customer's or User's Content in connection with the Service, the use of the Service in conjunction with other equipment, software or services not supplied by BT or to infringements occasioned by work done by BT in accordance with directions or specifications given by the Customer or designs made by, or on behalf of, the Customer, including any part of the Service designed to the Customer's specifications. The Customer will indemnify and hold BT harmless against all claims, proceedings and expenses arising from such infringements and will immediately cease any activity which gives rise to the alleged infringement.

13.4 The limitations and exclusions of liability contained in Clause 14, do not apply to this Clause 13.

14. Limitation of Liability

14.1 Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.

14.2 Subject to Clause 14.1, neither Party will be liable to the other or to any third party, whether in contract, tort, under statute or otherwise (including in each case negligence) for any of the following types of loss or damage arising under or in relation to this Contract or any part of it (including without limitation any Service Schedule, Order Form or Service Level Agreement):

- (a) any loss of profits, business contracts, anticipated savings, goodwill, or revenue; and/or
- (b) any loss or corruption or destruction of data; and/or

- (c) any special, indirect or consequential loss or damage whatsoever; and/or
- (d) any loss arising from the transmission of viruses,

whether or not that Party was advised in advance of the possibility of such loss or damage.

14.3 If a Party is in breach of any obligations under this Contract (or any part of it) to the other Party or if any other liability is arising (including liability for negligence or breach of statutory duty) then, subject to Clauses 14.1, 14.2 and any limitation of liability set out in the relevant Service Level Agreement or Service Schedule, such Party's liability to the other Party will be limited to £250,000 for any one event or series of connected events and to £500,000 for all events (connected or unconnected) in any period of twelve (12) consecutive calendar months.

14.4 BT will implement reasonable precautions to prevent any unauthorised access by third parties to any part of the telecommunications network used to provide Service to the Customer, but BT will not be liable for any loss or damage sustained by the Customer in the event of any unauthorised access in spite of BT's reasonable precautions.

15. Confidentiality

15.1 BT and the Customer will keep in confidence all Confidential Information obtained under this Contract and will not divulge it to any person (other than their own employees and professional advisors who need to know the information) without the consent of the other Party.

15.2 This Clause 15 will not apply to information which is:

- (a) in the public domain other than in breach of this Contract;
- (b) in the possession of the receiving Party before such divulgence has taken place;
- (c) obtained from a third party who is free to divulge the same; or
- (d) legally required to be disclosed.

15.3 The receiving Party must, for a period of three (3) years following the expiration or

termination of this Contract (except in the case of Software, which will be for an indefinite period) keep such Confidential Information in confidence and use the Confidential Information only for the purposes of performing this Contract.

15.4 It is acknowledged by the Parties that a violation of this Clause 15 would cause irreparable harm to the disclosing Party, for which monetary damages would be inadequate and injunctive relief may be available for a breach of this Clause.

16. Data Protection

16.1 In this Contract, the following terms each have the meaning given to it in the GDPR: "Binding Corporate Rules", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority".

16.2 Notwithstanding any other provision in the Contract, for BT to provide a Service, Personal Data may be:

16.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or

16.2.2 transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Contract 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 Data Protection Legislation, including:

- (a) BT Group's Binding Corporate Rules (for transfers among BT's Affiliates);
- (b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission; and
- (c) where applicable, the EU-US Privacy Shield.

16.3 BT will be either Controller, Processor or both under the Contract depending on the type of Personal Data Processed and the

purpose of the Processing may be both Controller and Processor under the Contract.

16.4 If BT acts as a Controller:

16.4.1 BT may collect, Process, use or share Personal Data with BT Affiliates and Sub-Processors, within or outside the country of origin in order to do any or all of the following:

- (a) administer, track and fulfil Orders for the Service;
- (b) implement the Service;
- (c) manage and protect the security and resilience of any BT Equipment, the BT Network and the Services;
- (d) manage, track and resolve Incidents (as defined in the Schedule) with the Service as set out in the Schedule(s);
- (e) administer access to online portals relating to the Service;
- (f) compile, dispatch and manage the payment of invoices;
- (g) manage the Contract and resolve any disputes relating to it;
- (h) respond to general queries relating to the Service or Contract; or
- (i) comply with Applicable Law;

16.4.2 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; and

16.4.3 BT may, from time to time, contact the Customer Contact, or other network, IT or procurement manager involved in the procurement or management of the Service, to provide additional information concerning the Service, or other similar services.

- 16.5 If BT acts as a Processor:
- 16.5.1 the subject-matter, duration, nature and purpose of the Processing, the type of Customer Personal Data and categories of Data Subjects will be set out in the applicable Annex that can be found online at www.bt.com/terms;
- 16.5.2 in order to perform its obligations under the Contract, BT will:
- (a) Process the Customer Personal Data on behalf of the Customer in accordance with the Customer's documented instructions as set out in Clause 16.5.11, except where:
 - (i) Applicable Law requires BT to Process the Customer Personal Data otherwise, in which case, BT will notify the Customer of that requirement before Processing, unless to do so would be contrary to that Applicable Law on important grounds of public interest;
 - (ii) in BT's reasonable opinion an additional instruction or a change to the instructions provided by the Customer in accordance with Clause 16.5.11 infringes the Data Protection Legislation and BT will inform the Customer of its opinion without undue delay and will not be required to comply with that instruction;
 - (b) to protect the Customer Personal Data against a Personal Data Breach, implement technical and organisational security measures, including those that may be set out in the Schedule, that are appropriate to the risk represented by BT's Processing and the nature of the Customer Personal Data being Processed;
- (c) provide Notice to the Customer without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;
 - (d) only use the Sub-Processors approved by the Customer by entering into the Contract or in accordance with Clause 16.5.9; and
 - (e) assist the Customer in its compliance with the Data Protection Legislation, taking into account the nature of the Processing of the Customer Personal Data and the information available to BT, relating to:
 - (i) its 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 affecting the Customer Personal Data to the Supervisory Authority or the Data Subjects; and
 - (iv) a data protection impact assessment as may be required by Article 35 of the GDPR and prior consultation with the Supervisory Authority,and the Customer will reimburse BT's reasonable costs for this assistance except for the assistance set out in Clause 16.5.2(e)(iii) where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of BT's obligations set out in Clause 16.5.2(b);

- 16.5.3 unless Applicable Law requires BT to store a copy of the Customer Personal Data, upon expiry or termination of the Contract and at the Customer's option, BT will delete or return the Customer Personal Data within a reasonable time period and the Customer will reimburse BT's reasonable costs for this deletion or return of the Customer Personal Data;
- 16.5.4 BT will make available to the Customer the information demonstrating BT's compliance with its obligations set out in Clause 16.5, and, subject to 30 days' Notice from the Customer, allow for and reasonably cooperate with the Customer (or a third party auditor appointed by the Customer) to audit this compliance at reasonable intervals (but not more than once per year), so long as:
- (a) the audit will:
 - (i) not disrupt BT's business;
 - (ii) be conducted during Business Days;
 - (iii) not interfere with the interests of BT's other customers;
 - (iv) not cause BT to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and
 - (v) not exceed a period of two successive Business Days;
 - (b) the Customer (or its third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and
 - (c) the Customer will reimburse BT's reasonable costs associated with the audit and, where BT conducts an audit of its Sub-Processors to demonstrate BT's compliance with its obligations set out in Clauses 16.5, those of its Sub-Processors;
- 16.5.5 BT may demonstrate its compliance with its obligations set out in Clause 16.5 by adhering to an approved code of conduct, by obtaining an approved certification or by providing the Customer with an audit report issued by an independent third party auditor (provided that the Customer will comply with appropriate confidentiality obligations and not use this audit report for any other purpose);
- 16.5.6 BT will not disclose Customer Personal Data to a third party unless required for the performance of the Service, permitted under the Contract or otherwise required by Applicable Law;
- 16.5.7 BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;
- 16.5.8 BT may use Sub-Processors in accordance with Clause 23.3 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 16.5 will be imposed on any Sub-Processors;
- 16.5.9 BT will inform you of proposed changes to BT's Sub-Processors from time to time by either:
- (a) providing you with online notice of the intended changes at www.bt.com/terms and you will have 30 days starting from the first Business Day of the calendar month following the date of the online notice to object to the change; or
 - (b) giving you Notice in accordance with Clause 22 and you will have 30 days starting from the date of the Notice to object to the change, and
- if you do not object in accordance with Clauses 16.5.9(a) or 16.9(b),

you will be deemed to have authorised the use of the new Sub-Processors;

16.5.10 you may object to the use of a new Sub-Processor by giving Notice in accordance with Clause 22 documenting material concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation, and if such Notice is received within the time required by Clause 16.5.9, we will both address your objection in accordance with the process set out in Clause 19 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause 19;

16.5.11 the Contract contains the Customer's complete instructions to BT for the Processing of Customer Personal Data and any additional instructions or changes to the instructions will be incorporated into this Contract in accordance with Clause 25 to take account of any resulting change in the Charges or the Service;

16.5.12 the Customer will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Service by BT, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with BT; and

16.5.13 the Customer will only disclose to BT the Personal Data that BT requires to perform the Service.

16.6 If permitted by Applicable Law:

16.6.1 a Party in breach of the Data Protection Legislation or this Clause 16 will be liable to the other for any losses, costs and liabilities (including those arising from Claims) incurred or suffered by the other Party where those losses, costs and liabilities are caused by, or in connection with, that breach including where the Parties are jointly and severally liable; and

16.6.2 where the Parties are jointly and severally liable for a Claim caused by Processing neither Party will make any payment or any offer of payment to any Data Subject (including third Parties acting on behalf Claim caused by or relating to the Processing of Personal Data, without the prior written agreement of the other Party.

16.7 Where each Party acts as a Controller in relation to the Processing of Personal Data under the Contract, the Parties will not act as joint Controllers for the purposes of Article 26 of the GDPR in relation to such Processing.

16.8 If, in accordance with Clause 25, BT proposes amendments to the Contract to reflect changes to BT's security measures, policies and processes to enable BT to comply with the Data Protection Legislation, the Customer will act reasonably and in good faith to negotiate those amendments in a timely manner with BT.

17. Publicity

17.1 Notwithstanding the provisions of Clause 15 of this Contract, upon signature of this Contract, the Parties are entitled to announce publicly the fact that they have entered into this Contract for the provision of the Services. Any other publicity, announcements and /or press releases about or in relation to the Contract will require the prior written consent of the other Party which will not be unreasonably withheld or delayed.

17.2 Subject to the provisions of Clause 17.1, neither Party may publish or use any advertising, sales promotions, press releases or other publicity which uses the Marks of the other Party or its Affiliates in connection with this Contract or any Service provided under this Contract, without the prior written approval of the other Party which will not unreasonably be withheld.

18. Matters Beyond The Reasonable Control of Either Party

18.1 Neither Party will be liable for failure to perform its obligations caused by or resulting from Matters Beyond The Reasonable Control of Either Party which will include, events which are unpredictable, unforeseeable, irresistible, such as any

extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party

18.2 In the event of:

- (a) a refusal or delay by a third person to supply a telecommunications service to BT and where there is no alternative service available at reasonable cost; or
- (b) BT being prevented by restrictions of a legal or regulatory nature from supplying the Service,

BT will have no liability to the Customer for failure to supply the Service.

19. Dispute Resolution

19.1 Any dispute must be raised in writing with the Customer's or BT's representative as appropriate. The Customer and BT will use reasonable endeavours to resolve any dispute as follows:

- (a) a dispute which has not been resolved by the Customer's or BT's representative within seven days of being raised may be referred by the Customer or BT to the first level by written notice to the other;
- (b) if the dispute is not resolved at the first level within seven days of referral, the Customer or BT may refer the dispute to the second level by written notice to the other.

The Customer's and BT's representatives at the first and second levels are as notified by the Customer and BT to the other from time to time.

19.2 If a dispute is not resolved after the procedures detailed in Clause 19.1 have been followed then, if the Customer and BT agree, the dispute will be settled by mediation in accordance with the procedures specified by the Centre for Dispute Resolution (CEDR). If the dispute is referred to a mediator:-

- (i) the mediator will be appointed by agreement of the Customer and BT. If the Customer and BT fail to agree within seven days of a proposal by one party, the mediator will be appointed by CEDR; and
- (ii) all negotiations on the dispute and any agreement reached will be kept confidential.

19.3 Nothing in this Clause 19.2 will prevent the Customer or BT from exercising any rights and remedies that may be available in respect of any breach of the provisions of this Contract.

20. Termination

20.1 Except if otherwise specified in the Supplemental Conditions, the Service Schedule(s) or any applicable Order Form for such Service(s), either Party may terminate any individual Service provided under this Contract at the end of its Minimum Period of Service, upon ninety (90) days written notice to the other subject to payment by the Customer to BT of any outstanding Charges, including connection and/or disconnection Charges, for the Service(s) so terminated.

20.2 Termination of one Service will not affect the Parties' rights and obligations with regard to other Services ordered under this Contract.

20.3 Either Party may immediately by notice terminate a Service and/or the Contract and all its Services under it if one of the following events occurs:

- (a) the other Party commits a material breach and no corrective action has taken place within thirty (30) days after the terminating Party has given its notice of default; or
- (b) if any Matters Beyond The Reasonable Control of Either Party as described in Clause 20.2 prevents the performance of the whole or a substantial part of the other Party's obligations in relation to that Service for a continuous period of thirty (30) days after the date on which it should have been performed; or
- (c) any governmental or regulatory authority with competence and/or

jurisdiction over the Parties decides that the provision of the relevant Service under this Agreement is contrary to existing laws, rules or regulations or any decision, law or other official governmental order makes the provision of the Services illegitimate. In such case no damages will be due; or

- (d) any of the authorisations or regulatory formalities required was or is not obtained, withdrawn or is no longer valid, for whatever reason (other than due to the negligence or wilful misconduct of a Party), or due to a Party breaching the terms of said authorisations or regulatory formalities will be considered a material breach of this Contract and the Party causing such breach will not be entitled to terminate this Contract pursuant to this Clause 20; or
- (e) if the other Party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of its assets are the subject of any form of seizure, or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory or if a receiver or administrator is appointed over its assets (or the equivalent of any such event in the jurisdiction of such other Party); or
- (f) the circumstances described in Clause 8.6 arise.

20.4 If the Customer or BT terminates the Contract or Service during the Minimum Period of Service, the Customer will pay any outstanding Charges for the Service plus the following termination charges by way of compensation (unless otherwise stated in the relevant Service Schedule):

- (a) for termination during the first year of the Minimum Period of Service:

The complete annual service charge for the remainder of the first year, and twenty percent (20%) of the annual service charge of the Minimum Period specified in the Order Form for the remainder of the Minimum Period; and

- (b) for termination after completion of the first year of the Minimum Period of Service:

twenty percent (20%) of the annual service charge of the Minimum Period specified in the Order Form for the remainder of the Minimum Period.

The termination charges stated in this Clause 20.4 or, unless expressly stated to the contrary, in the Service Schedule will not apply if:

- (i) the Customer ends the Contract or Service during the Minimum Period because BT is in material breach of this Contract; or
- (ii) BT ends the Contract or the Service during the Minimum Period for convenience; or
- (iii) the Contract ends because either Clause 13.2 applies.

20.5 Upon termination of this Contract (or any Service provided under it):

- (a) the rights of the Parties accrued up to the date of such termination will remain unaffected; and
- (b) the Customer will co-operate fully with BT to recover any BT Equipment.

20.6 BT may suspend Service(s) or terminate the Contract immediately on notice to the Customer where the Customer is in breach of the Contract or any other contract that the Customer has with BT and if the breach is capable of remedy, fails to remedy the breach within a reasonable time of being requested by BT to do so.

21 Export Control

The Parties acknowledge that products, Software, and technical information (including, but not limited to, Service, technical assistance and training) provided under this Contract may be subject to export laws and regulations of the USA and other countries, and any use or transfer of the products, Software, and technical information must be in compliance with all applicable regulations. The Parties will not use, distribute, transfer, or transmit the products, Software, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations.

If requested by either Party, the other Party also agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.

22 Notices

22.1 Except for notices given in accordance with Clause 5.3(a), all notices given under this Contract will be in writing, and will be sent by prepaid post, facsimile or email to the following addresses:

- (a) To BT at its Registered Address (or to any other address and addressee which BT has given to the Customer for that purpose), or to a facsimile number or email address as advised by BT to the Customer. BT will confirm receipt of facsimiles and email as soon as reasonably possible.
- (b) To the Customer at its Registered Address (or to any other address and addressee which the Customer has given to BT for that purpose), or to a facsimile number or email address as advised by the Customer to BT. The Customer will confirm receipt of facsimiles and email as soon as reasonably possible.

22.2 Notices given under this Contract are deemed to be given by the sender and received by the addressee:

- (a) if sent by prepaid post or by email, three (3) Business Days from and including the date of postage; or
- (b) if sent by facsimile, when transmitted to the addressee.

23 Assignment

23.1 Either Party reserves the right to assign all or part of the Contract at any time to any Affiliate which can sufficiently execute the obligations under the Contract, subject to providing the other Party with written notice of the assignment. Any assignment to a person other than an Affiliate requires the prior written agreement of the other Party, which will not be unreasonably withheld.

23.2 This Contract will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.

23.3 BT may subcontract the performance of any of its obligations under this Contract, but without relieving BT from any of its obligations to the Customer. The Customer agrees and understands that it may need to interact directly with a subcontractor or for ordering, provisioning or maintaining the subcontracted Service.

24 Governing Law and Jurisdiction

This Contract is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

25 Changes to this Contract

This Contract will not be amended, modified or supplemented except by a document in writing signed by authorised representatives of both Parties.

26 Miscellaneous Provisions

26.1 **Entire Agreement:** This Contract supersedes all prior oral or written understandings and/or representations between the Parties (unless specifically incorporated into the Contract), constitutes the entire agreement with respect to its subject matter and will not be modified or amended except in writing and signed by authorised representatives of both Parties. For the avoidance of doubt, any information contained in an Order Form may vary or add information relevant to the administrative aspects of order fulfillment, such as contact names, addresses, and the like, but may not amend or vary the Contract.

26.2 **Inducement:** The Parties acknowledge and agree that they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into this Contract.

26.3 **No Waiver:** A failure or delay by the Customer or BT to exercise any right or act upon a breach under this Contract will not be a waiver of that right or breach. If the Customer or BT waives a right or breach of this Contract, that waiver is limited to the particular right or breach.

26.4 **Severance:** If any provision of the Contract is held to be invalid or unenforceable, it will be removed from the Contract. The remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement.

- 26.5 **Survival of Obligations:** The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Contract, will survive termination, cancellation or expiration of this Contract.
- 26.6 **Rights of Third Parties:** A person who is not the Customer or BT (including an employee, the officer, agent, representative or subcontractor of the Customer or BT) has no right under Contracts (Rights of Third Parties) Act (1999) to enforce any term of this Contract. This does not affect any right or remedy that exists or is available apart from that Act.
- 26.7 **Data Protection:** The Customer and BT will comply with their respective obligations under the Data Protection Act 1998 and any data protection, privacy or similar laws that apply to any Personal Data processed in connection with this Contract. The Customer and BT will provide such help and co-operation as is reasonably necessary or requested by the other to enable compliance with this Clause.
- 26.8 **Sales of Goods:** The Parties agree that the UN Convention on the Sales of Goods shall not apply to the Contract.
- 26.9 **Capacity:** Each Party warrants that it has the necessary rights, licences and permissions to enter into and perform its obligations under the terms of this Contract.