



General Terms

Contents

1	Interpretation.....	2
2	Order of Precedence	2
3	Commencement and Duration.....	2
4	Basic principles	2
5	BT Obligations	2
6	Customer Obligations.....	2
7	Misuse of a Service.....	3
8	Excused Performance.....	3
9	Charges and Payments	3
10	Default on Payment	3
11	Invoice Disputes	4
12	Intellectual Property Rights.....	4
13	Confidentiality	4
14	Data Protection	5
15	Suspension of Service.....	7
16	Order Cancellation prior to the Service Start Date	7
17	Termination for Convenience	7
18	Termination for Cause.....	7
19	Termination for a Force Majeure Event	7
20	Consequences of Termination	7
21	Payment on Termination	7
22	Limitation of Liability.....	8
23	Force Majeure Events	8
24	Dispute Resolution Procedure	9
25	Notices	9
26	Transfers to Third Parties.....	9
27	Rights of Third Parties	9
28	No Partnership or Agency	9
29	No Waiver	10
30	Severance	10
31	Service Amendment.....	10
32	Contract amendment.....	10
33	Survival.....	10
34	Entire Agreement	10
35	Choice of Law and Jurisdiction	10
36	Counterparts	10
37	Defined Terms	10

The General Terms govern all Services purchased by the Customer from BT. Specific terms for each Service are set out in the relevant Orders and Schedules.

1 INTERPRETATION

- 1.1 Capitalised terms used in these General Terms will have the meanings set out in Clause 37:
- 1.2 Interpretation:
- 1.2.1 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.2 Any time a Party’s right or obligation is expressed as one that they “may” exercise or perform, the option to exercise or perform that right or obligation will be in that Party’s sole discretion.
- 1.2.3 Any reference to specific legislation or regulation in the Contract includes that legislation or regulation as amended, replaced or extended.

2 ORDER OF PRECEDENCE

In the event of a conflict between the documents constituting the Contract, the order of precedence will be as follows in decreasing order, for each Service:

- 2.1 any Annexes;
- 2.2 the Schedule;
- 2.3 these General Terms;
- 2.4 any Orders; and
- 2.5 if applicable to a Service, the BT Price List.

3 COMMENCEMENT AND DURATION

- 3.1 The Contract starts on the Effective Date and will continue until all Services are cancelled, terminated or expire in accordance with the Contract.
- 3.2 Each Order will constitute an amendment to this Contract.
- 3.3 On termination or expiry of a Service or any Order for any reason other than when the Contract is terminated or expired in its entirety, all Orders executed prior to the date of termination or expiry will remain unaffected and continue in force until termination or expiry of each Order in accordance with the terms of this Contract.

4 BASIC PRINCIPLES

- 4.1 BT warrants that it is duly incorporated and has due authorisation to enter into and perform its obligations under the Contract.
- 4.2 The Customer warrants that it is duly formed and has due authorisation to enter into and perform its obligations under the Contract.
- 4.3 The BT Privacy Policy governs how BT uses the Customer’s Personal Data and provides further information about BT’s use of the Personal Data and the Customer’s rights and BT’s obligations.

5 BT OBLIGATIONS

- 5.1 BT will:
- 5.1.1 provide the Customer with a Customer Committed Date for each Service and will use reasonable endeavours to comply with any Customer Committed Date;
 - 5.1.2 provide each Service to the Customer with the care and skill that would reasonably be expected in the circumstances;
 - 5.1.3 comply with all Applicable Law;
 - 5.1.4 comply with, and may exercise BT’s rights in, the Compliance Obligations;
 - 5.1.5 provide information relating to the Customer’s use of a Service to authorities, regulators and law enforcement agencies, where BT is legally required to; and
 - 5.1.6 if applicable to a Service, take reasonable precautions to prevent any unauthorised access by third parties to any part of the BT Network.
- 5.2 BT may make any change to a Service that does not have a material adverse effect on the performance or provision of a Service including:
- 5.2.1 the introduction or withdrawal of any Service features; or
 - 5.2.2 the replacement of any Service with a materially equivalent Service.

6 CUSTOMER OBLIGATIONS

The Customer will:

- 6.1 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;
- 6.2 provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and the Customer will ensure that the information is accurate and complete;
- 6.3 complete any preparation activities that BT may request to enable provision of a Service promptly and in accordance with any reasonable timescales;
- 6.4 provide reasonable assistance to and comply with reasonable requests from BT in all matters relating to the Services;
- 6.5 comply with, and ensure that its Users comply with, all Applicable Law in the receipt and use of the Services;
- 6.6 comply with the Acceptable Use Policy and the Compliance Obligations; and
- 6.7 for Sites not under BT’s control, obtain, maintain and keep up to date all necessary consents, licences, permissions and authorisations that are required for the provision of the Services to the Customer at the Site including consents for any alterations to buildings or entrance to property required from local authorities, landlords or owners for:
 - 6.7.1 the installation of BT Equipment or Purchased Equipment; or
 - 6.7.2 the use of the Services over the Customer’s network or at a Site.

7 MISUSE OF A SERVICE

- 7.1 The Customer will be liable for any Claims, losses, costs and liabilities arising out of or in connection with any misuse of a Service by the Customer that is contrary to the Acceptable Use Policy.
- 7.2 BT may, where there is a serious breach of the Acceptable Use Policy:
- 7.2.1 report the Customer; and
 - 7.2.2 provide the Customer's personal information, including Personal Data, to the relevant law enforcement agency.

8 EXCUSED PERFORMANCE

Notwithstanding the occurrence of a Force Majeure Event, in which case Clause 23 will govern, BT will not be liable for any failure or delay to perform any of its obligations under the Contract (including any of its obligations to meet any Service Levels) to the extent that BT's failure or delay in performing arises as a result of:

- 8.1 any failure or delay by the Customer to perform any of the Customer's obligations under the Contract, in which case the Customer will pay BT for any reasonable costs incurred by BT as a result;
- 8.2 any act or omission other than on the part of BT, its Affiliates or a subcontractor or supplier appointed by it; or
- 8.3 Applicable Law, a court order, an application for interlocutory relief or injunction restricting or preventing BT from supplying a Service.

9 CHARGES AND PAYMENTS

- 9.1 The Customer will pay and be responsible for the Charges, whether a Service is used by the Customer or another party. This includes all Charges resulting from unauthorised or fraudulent use.
- 9.2 BT will invoice and the Customer will pay all Charges in Pounds Sterling.
- 9.3 All Charges will be calculated in accordance with details recorded by, or on behalf of, BT.
- 9.4 Where invoices are to be issued online, BT will notify the Customer by email when a new invoice is issued.
- 9.5 Subject to Clause 11.1, the Customer will pay each invoice issued by BT, including for any Charges, within 28 days of the date of BT's invoice, in cleared funds without any set-off, counterclaim, deduction or withholding (other than as required by law) into BT's bank account.
- 9.6 BT may reduce the number of days within which the Customer will pay each invoice from 28 days to five days, where:
- 9.6.1 the Customer issues a profit warning; or
 - 9.6.2 any Credit Agency reduces the Customer's credit rating, and
- BT reasonably considers that this will affect the Customer's ability to pay invoices.
- 9.7 Where the Customer makes an aggregated payment in respect of more than one invoice:

9.7.1 the Customer will give BT instructions about which amounts to apply to which invoices; and

9.7.2 if the Customer does not give instructions in accordance with Clause 9.7.1, BT may apply any amount of the aggregated payment to any unpaid invoices at its discretion.

9.8 Charges are exclusive of all applicable Transaction Taxes and the Customer will pay all Transaction Taxes on receipt of a valid tax invoice, including those Transaction Taxes paid or payable by BT that under Applicable Law BT is entitled to pass on to the Customer and that are customarily passed on to customers by service providers, except to the extent a valid exemption certificate is provided by the Customer to BT prior to the delivery of any Services.

9.9 If payment of any amount of the Charges is subject to Withholding Taxes required by Applicable Law, the Customer will deduct the Withholding Tax and pay it to the relevant taxing authority within the period for payment permitted by Applicable Law.

9.10 Where the Customer deducts Withholding Tax in accordance with Clause 9.9, the Customer will:

9.10.1 gross up its payments to BT such that the net amounts received by BT after all deductions and withholdings will be not less than what would have been received in the absence of those Withholding Taxes; or

9.10.2 indemnify BT for the amounts deducted from the payment to BT.

9.11 Where BT receives a Claim from a taxing authority alleging that Withholding Tax has not been received on payments by the Customer to BT, the Customer will indemnify BT for the amount of the Withholding Tax due together with any interest, fines and penalties resulting from the late payment or non-payment of the Withholding Tax and any costs of defending the Claim against the taxing authority.

9.12 Should the Customer initiate any change to the agreed billing arrangements for any Services, by whatever means, and such change results in additional Transaction Tax and/or Withholding Tax to BT and/or its Affiliates that they are unable to fully recover (including as a result of complying with any resulting regulatory requirements), then, notwithstanding any other provisions of this Contract, BT may modify the Charges for such Services accordingly and the Customer will be liable for those additional amounts.

10 DEFAULT ON PAYMENT

10.1 If the Customer fails to pay any invoice in accordance with Clause 9.5 and is not disputing the invoice pursuant to Clause 11, BT may:

10.1.1 charge the Customer:

(a) a late payment charge, as set out in any applicable Schedule, Annex, Order or the BT Price List; or

(b) interest on the unpaid amount at the annual rate of 4 per cent above the Bank of England's base lending rate prevailing at the date of the calculation, or at the maximum rate permitted by Applicable Law, whichever is less, with such

interest compounded daily from the due date of the invoice until payment is made in full by the Customer; and

10.1.2 restrict or suspend any part of a Service as set out in Clause 15.1.

10.2 The Customer will pay any reasonable costs BT has incurred in recovering any debt owed by the Customer to BT, including debt collection agency and legal costs.

11 INVOICE DISPUTES

11.1 If the Customer disputes an invoice that BT issues before the Customer makes payment, it will provide Notice to BT of the dispute within 28 days of the date of the invoice.

11.2 If the Customer disputes an invoice that BT issues after the Customer makes payment, the Customer will provide Notice to BT of the dispute within six months of the date of the invoice.

11.3 The Customer will, in accordance with Clause 9.5, pay all undisputed amounts of an invoice and any disputed amounts that are less than 5 per cent of the total invoice amount.

11.4 The Parties will follow the dispute resolution procedure in Clause 24 and the Customer will pay any resolved amount within seven days after resolution of the dispute.

11.5 BT may charge the Customer a late payment charge or interest in accordance with Clause 10.1 for any amount agreed in accordance with Clause 11.4.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 Each Party's Intellectual Property Rights, whether pre-existing or created by a Party during or arising out of or in connection with the performance of this Contract, will remain the absolute property of that Party or its licensors.

12.2 Where BT provides Software to the Customer to enable use of a Service, BT gives the Customer a non-transferable and non-exclusive licence to use the Software, solely as necessary for receipt or use of the Services as set out in the Schedule. In addition to the Customer's compliance with the Contract, the Customer will comply with any third party terms that BT makes known to the Customer that apply to the use of the Software or Service.

12.3 The Customer will not, and will ensure that Users do not, copy, decompile, modify or reverse engineer any Software or allow otherwise unless allowed by law or where BT has given the Customer permission in writing.

12.4 The term of any licence granted by BT under Clause 12.2 will terminate on the date that the applicable Service is terminated.

12.5 BT will indemnify, hold harmless and defend the Customer from and against any Claims, losses, costs or liabilities brought against the Customer by a third party for infringement or alleged infringement of that third party's Intellectual Property Rights by the Customer's receipt of any Services provided that, for each Claim the Customer complies with the terms set out in Clause 22.6.

12.6 The indemnity set out in Clause 12.5 will not apply to any part of a Claim arising out of or in connection with:

12.6.1 the use of any Services in conjunction or combination with other equipment or software or any other services not supplied by BT;

12.6.2 any unauthorised alteration or modification of any Services;

12.6.3 content, designs or specifications supplied by, or on behalf of, the Customer; or

12.6.4 use of any Service other than in accordance with this Contract.

12.7 The Customer will indemnify BT against all Claims, losses, costs and liabilities brought against BT arising out of or in connection with the matters set out in Clause 12.6 that are attributable to the Customer or its agents or Users and will cease any such activity immediately upon Notice from BT or at such time as the Customer becomes aware, or should have reasonably been aware, that the activity had given rise to the Claim against BT.

12.8 If any Service becomes, or BT reasonably believes it is likely to become, the subject of a Claim of infringement of any third party's Intellectual Property Rights against the Customer as referred to in Clause 12.5, BT may, at its own expense:

12.8.1 secure for the Customer a right of continued use; or

12.8.2 modify or replace the relevant parts of the Service so that using the Service no longer infringes any third party's Intellectual Property Rights, provided that that modification or replacement will not materially affect the performance of the relevant parts of the Service.

12.9 The indemnity in Clause 12.5 and the actions in Clause 12.8 will be the Customer's sole and exclusive remedies for any Claims arising out of or in connection with an infringement of a third party's Intellectual Property Rights.

13 CONFIDENTIALITY

13.1 Each Party will keep in strict confidence all Confidential Information disclosed to it and will only disclose any Confidential Information:

13.1.1 to those of its employees, agents, Affiliates, officers, directors, advisers and, in the case of BT, its subcontractors and suppliers, who need to know it for the purpose of that Party discharging its obligations or receiving a benefit under the Contract; or

13.1.2 as is required by Applicable Law, any governmental or regulatory authority or by a court of competent jurisdiction and the Party disclosing the Confidential Information will give the other Party as much notice as reasonably possible.

13.2 The Party disclosing the Confidential Information in accordance with Clause 13.1.1 will ensure that those employees, agents, Affiliates, officers, directors, advisers and, in the case of BT, BT's subcontractors and suppliers, comply with the obligations set out in this Clause 13 as though they were a party to the Contract.

13.3 Upon Notice from a Party, the other Party will return or destroy any Confidential Information received from the requesting Party within a reasonable time period.

13.4 This Clause 13 will survive termination of the Contract for a period of three years.

14 DATA PROTECTION

14.1 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”.

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

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

14.2.2 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.

14.3 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.

14.4 If BT acts as a Controller:

14.4.1 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;

14.4.2 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

14.4.3 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.

14.5 If BT acts as a Processor:

14.5.1 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;

14.5.2 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 14.5.11, 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 14.5.11 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 14.5.9; 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 14.5.2(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 14.5.2(b);
- 14.5.3 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;
- 14.5.4 BT will make available to the Customer the information demonstrating BT's compliance with its obligations set out in Clause 14.5, 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 Clause 14.5, those of its Sub-Processors.
- 14.5.5 BT may demonstrate its compliance with its obligations set out in Clause 14.5 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);
- 14.5.6 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;
- 14.5.7 BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;
- 14.5.8 BT may use Sub-Processors in accordance with Clause 26.2 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 14.5 will be imposed on any Sub-Processors;
- 14.5.9 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 25 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 14.5.9(a) or 14.5.9(b), you will be deemed to have authorised the use of the new Sub-Processors;
- 14.5.10 you may object to the use of a new Sub-Processor by giving Notice in accordance with Clause 25 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 14.5.9, we will both address your objection in accordance with the process set out in Clause 24 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause 24;
- 14.5.11 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 31 to take account of any resulting change in the Charges or the Service;
- 14.5.12 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
- 14.5.13 the Customer will only disclose to BT the Personal Data that BT requires to perform the Service.
- 14.6 If permitted by Applicable Law:
- 14.6.1 a Party in breach of the Data Protection Legislation or this Clause 14 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
- 14.6.2 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 of any Data Subject) in response to any Claim caused by or relating to the Processing of Personal

Data, without the prior written agreement of the other Party.

- 14.7 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.
- 14.8 If, in accordance with Clause 32, 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.

15 SUSPENSION OF SERVICE

- 15.1 BT may restrict or suspend any affected Service:
- 15.1.1 to conduct Maintenance;
 - 15.1.2 to implement a change in accordance with Clause 5.2, in which case BT will notify the Customer in advance;
 - 15.1.3 for any default of any payment in accordance with Clause 9.5;
 - 15.1.4 if the Customer fails to comply with the Acceptable Use Policy; or
 - 15.1.5 if BT reasonably considers that it is required to do so in order to safeguard the integrity or security of the BT Network.
- 15.2 BT will endeavour to notify the Customer in advance of any restriction or suspension for any of the events listed in Clauses 15.1.3 to 15.1.5 as soon as commercially reasonable.
- 15.3 Where BT exercises its right to restrict or suspend a Service under Clause 15.1 and that right arose as a result of a breach by the Customer:
- 15.3.1 the Customer will continue to be liable for all applicable Charges for that Service until the Contract is terminated; and
 - 15.3.2 BT may apply a Charge to resume supply of the Service to the Customer.

16 ORDER CANCELLATION PRIOR TO THE SERVICE START DATE

- 16.1 The Customer may immediately cancel an Order by Notice to BT before the Service Start Date.
- 16.2 If the Customer exercises its right under Clause 16.1, the Customer will pay to BT in accordance with Clause 9.5:
- 16.2.1 any revised Charges that BT may amend to reflect the cancellation's impact on volume commitments or otherwise affecting the agreed Charges;
 - 16.2.2 the Cancellation Charges set out in the applicable Schedule. If there are no Cancellation Charges in the Schedule but BT has incurred any costs in relation to preparations made by BT to provide a Service, including cancellation charges from one of BT's subcontractors or suppliers or other costs payable to a third party, the Customer will pay BT those costs that are reasonable in accordance with Clause 9.5;

- 16.3 Orders that are in Customer delay before the Service Start for greater than an aggregate of 60 Business Days will be deemed to be cancelled unless a revised start date can be mutually agreed between the Parties. In the case of deemed cancellation, full connection charges (where applicable) may be charged in addition to any Cancellation Charges set out in the applicable Schedule.

17 TERMINATION FOR CONVENIENCE

- 17.1 Subject to Clause 21, either Party may, at any time on or after the Service Start Date, terminate without cause the Contract in whole or in part or any Service by giving Notice in accordance with Clause 17.2 and the Parties will each pay the other the amounts set out in Clause 21.
- 17.2 The required Notice period for terminating under Clause 17.1 is:
- 17.2.1 in accordance with Part A of the Schedule for that Service; or
 - 17.2.2 if not specified in Part A of the Schedule, 90 days.
- 17.3 Provided that the Customer pays the amounts set out in Clause 21, the Customer may, where BT agrees, give BT Notice as set out in Clause 17.1 with either:
- 17.3.1 a shorter Notice period than as set out in Clause 17.2; or
 - 17.3.2 with no advance Notice period.

18 TERMINATION FOR CAUSE

- Subject to Clause 21, either Party may immediately terminate the Contract in whole or in part or an affected Service by giving Notice to terminate to the other Party if the other Party:
- 18.1 commits a material breach that is capable of remedy and fails to remedy the breach within 30 days from the date of the Notice of the breach;
 - 18.2 commits a material breach that cannot be remedied; or
 - 18.3 is affected by an Insolvency Event,
- and each Party will pay the other the amounts set out in Clause 21.

19 TERMINATION FOR A FORCE MAJEURE EVENT

- 19.1 Subject to Clause 21.1, either Party may terminate the affected Service where a Force Majeure Event has caused a total loss of that Service for a continuous period of more than 30 days by giving Notice to the other Party.
- 19.2 The right in Clause 19.1 will expire and the Notice will have no effect if the Force Majeure Event has ceased prior to the Notice being received.

20 CONSEQUENCES OF TERMINATION

Cancellation, termination or expiration of the Contract, a Service or any Order for any reason will not affect the rights of the Parties accrued up to the date of cancellation, termination or expiration, as applicable.

21 PAYMENT ON TERMINATION

- 21.1 Where:
- 21.1.1 the Contract, any Service or any Order is terminated for any reason, each Party will immediately pay to the other Party any outstanding amounts and

interest that are properly due and payable for each relevant Service in accordance with the Contract;

21.1.2 the Contract, in whole or in part, or any affected Service is terminated in accordance with Clause 18.3, the Party terminating may alternatively set off any amounts due under this Contract or any other contract between the Parties.

21.2 Where the Customer terminates the Contract in whole or in part or any Service in accordance with Clause 17, the Customer will pay to BT:

21.2.1 any applicable Termination Charges; and

21.2.2 all Charges for Services that are or would have been performed during the Notice period until the end of the Notice period set out Clause 17.2 whether or not such Notice period is given.

22 LIMITATION OF LIABILITY

22.1 The Contract excludes, to the fullest extent allowed by law, any warranties, conditions or other terms that may be implied by statute or common law.

22.2 Nothing in the Contract excludes or limits either Party's liability for:

22.2.1 death or personal injury caused by negligence;

22.2.2 fraud or fraudulent misrepresentation; or

22.2.3 any other liability that cannot be excluded or limited under Applicable Law.

22.3 Other than for those matters set out in Clause 22.2, neither Party will be held liable, regardless of how that liability arose, and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for:

22.3.1 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 the Contract; and
- (g) any special, indirect or consequential loss or damage.

22.4 Subject to Clauses 22.2 and Clause 22.5 in relation to each Service, the total liability of either Party, regardless of how that liability arose, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of:

22.4.1 £100,000, and

22.4.2 an amount equal to:

- (a) where the first incident occurs in the first 12 months of the Contract, the Charges that were paid or payable by the Customer, or would have been paid or payable by the Customer had the

incident not occurred, for the 12 months from the Effective Date; or

- (b) where the first incident occurs at any other time, the mean of the monthly Charges that were paid or payable by the Customer, from the Effective Date to the date when the first incident occurred, multiplied by 12.

22.5 The Customer's obligations to:

22.5.1 pay any Charges due under the Contract, including any interest payable in accordance with Clause 10.1.1(b), and any taxes due in connection with the Charges, together with any interest, fines and penalties payable due to the Customer's failure to correctly withhold and pay taxes;

22.5.2 refund any Service Credits; or

22.5.3 pay any Termination Charges,

are in addition to and will not be counted towards the limitations set out in Clause 22.4.

22.6 If either Party has agreed to indemnify the other under the terms of the Contract, that indemnity is only given as long as the indemnified Party:

22.6.1 informs the indemnifying Party promptly about the Claim;

22.6.2 provides the indemnifying Party with complete control of the Claim straightaway;

22.6.3 does not say anything publicly about the Claim, or do anything that harms the defence of it; and

22.6.4 uses reasonable endeavours to assist the indemnifying Party with the Claim.

22.7 Nothing in the Contract will restrict or limit either Party's general obligation at law to mitigate a loss, even where that loss occurs as a result of anything that may give rise to a claim under an indemnity.

22.8 In the event that BT fails to meet a Service Level and this means that the Customer is entitled to Service Credits, such Service Credits will be:

22.8.1 the Customer's sole and exclusive remedy for such failure by BT, unless and to the extent that such failure amounts to material breach by BT; and

22.8.2 deducted from the amount of any amount agreed as payable by BT in accordance with Clause 24 or awarded by a court of competent jurisdiction.

22.9 BT recommends that the Customer obtain business continuity (or other) insurance that is appropriate for the nature of the Customer's business.

22.10 Subject to Clause 5.1.6, in the event of any unauthorised access to the BT Network, BT will not be liable for any loss or damage sustained by the Customer.

23 FORCE MAJEURE EVENTS

Where a Force Majeure Event occurs the Party whose performance is affected by the Force Majeure Event will:

23.1 not be liable, for any failure or delay to perform its obligations under the Contract to the extent that the failure or delay is caused by the Force Majeure Event; and

23.2 be entitled to a reasonable extension to perform the obligation affected by the Force Majeure Event.

24 DISPUTE RESOLUTION PROCEDURE

- 24.1 The Parties will use reasonable endeavours to resolve any dispute or claim arising out of or in connection with this Contract without referral to the courts or applicable regulatory authority.
- 24.2 The Parties will use the following dispute resolution process:
- 24.2.1 either Party may initiate a dispute by giving Notice to the other Party of its complaint and setting out the nature and full particulars of the dispute, together with relevant supporting documents;
- 24.2.2 each Party will use its reasonable endeavours to resolve the dispute within 14 days of notification, and will keep the other Party informed of developments;
- 24.2.3 if the dispute remains unresolved after 14 days (or any other period agreed in writing between the Parties), it may be escalated to a senior executive of each Party (at Vice President level or above); and
- 24.2.4 if the dispute remains unresolved 14 days after escalation, the Parties will consider mediation as set out in Clause 24.3.
- 24.3 Subject to the Parties' compliance with Clause 24.2, either Party may, by giving Notice to the other Party, propose a mediator, in which case:
- 24.3.1 unless both Parties agree to an alternative date, the other Party will either confirm their acceptance of the mediator or propose an alternative mediator within 15 days of the date of the Notice;
- 24.3.2 where both Parties cannot agree to 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;
- 24.3.3 unless both Parties agree otherwise, proceedings will be conducted in London and in the English language; and
- 24.3.4 unless both Parties agree otherwise, the costs of any mediation will be shared equally between the Parties.
- 24.4 Nothing in this Clause 24 prevents either Party from:
- 24.4.1 seeking interlocutory or other immediate relief where a risk of imminent harm exists for that Party for which there is no other adequate remedy in the Contract;
- 24.4.2 pursuing court proceedings, where that Party considers it reasonable; or
- 24.4.3 exercising any rights and remedies that may be available to it in respect of a breach of the provisions of the Contract.

25 NOTICES

- 25.1 Any Notices required to be given under the Contract will be in writing, in English and delivered by hand, by prepaid first class post, by recorded delivery, by commercial courier or electronic mail to the other Party at:
- 25.1.1 the receiving Party's address or email address set out in the Contract;

- 25.1.2 the receiving Party's registered office address as of the date of the Notice; or
- 25.1.3 any other address or email address notified by the receiving Party in a Notice to the other Party from time to time, including, as updated on an Order.
- 25.2 Each Party will promptly notify the other by giving Notice of any changes to its contact details.
- 25.3 A Notice given under the Contract is deemed to have been duly received on the date (or if that date is not a Business Day, then on the next Business Day) that:
- 25.3.1 where a Notice is sent by email, receipt of the email is confirmed or acknowledged, including by transmission of an automatic electronic read receipt or manual acknowledgement from the recipient;
- 25.3.2 the Notice is left at the address and a delivery receipt is signed on behalf of the addressee if delivered by hand or by courier; or
- 25.3.3 is three days after posting if the Notice is sent by prepaid post or recorded delivery.

26 TRANSFERS TO THIRD PARTIES

- 26.1 Either Party may assign the benefit of the Contract to any of its Affiliates upon Notice to the other Party or to a party other than an Affiliate with the prior written agreement of the other Party.
- 26.2 BT may subcontract the performance of any of its obligations under the Contract, including subcontracting the provision of any Service(s) to a BT Affiliate, although BT will remain responsible for the performance of its obligations under the Contract to the Customer.
- 26.3 The Customer agrees that BT may, by giving Notice to the Customer, novate the Contract, or all or part of a Service or Order, to a BT Affiliate in which case the Affiliate will assume all rights, obligations and liabilities under the Contract, and BT's rights, obligations and liabilities will be extinguished.
- 26.4 The Parties agree that either Party, or an Affiliate of either Party, may enter into a separate contract with an Affiliate of the other Party, which will incorporate these General Terms and the relevant Schedules ("**Affiliate Contract**").
- 26.5 In the event that BT subcontracts the performance of any of its rights or obligations to a BT Affiliate in accordance with Clause 26.2, the Customer will, upon receipt of Notice from BT, interact directly with that BT Affiliate for ordering, provisioning and or maintaining the relevant Services.
- 26.6 Either Party can assign or transfer its right to collect payments, receivables or other assets arising as a result of the Contract.

27 RIGHTS OF THIRD PARTIES

NOT USED

28 NO PARTNERSHIP OR AGENCY

Nothing in the Contract:

- 28.1 establishes any partnership, exclusive arrangement or joint venture between the Parties;
- 28.2 constitutes any Party the agent of the other Party; or

28.3 authorises any Party to make or enter into any commitments for or on behalf of any other Party.

29 NO WAIVER

Except as otherwise specifically provided in the Contract, no failure to exercise, or delay in exercising, any right or privilege will operate as a waiver of any right or privilege.

30 SEVERANCE

- 30.1 If any court or competent authority finds that any provision (or part of any provision) of the Contract is illegal, invalid or unenforceable, that provision or part provision, to the extent required, will be deemed to be deleted. The legality, validity or enforceability of any other provision of the Contract will not be affected.
- 30.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the Parties will negotiate in good faith to amend the provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the Parties' original commercial intention.

31 SERVICE AMENDMENT

- 31.1 The Customer may request, by giving BT Notice, a change to:
- 31.1.1 an Order for a Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 31.1.2 a Service at any time after the Service Start Date, and where BT agrees to the change the Customer will pay any additional Charges.
- 31.2 Where the Customer requests a change in accordance with Clause 31.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide the Customer with a written estimate, including:
- 31.2.1 the likely time required to deliver the changed Service; and
 - 31.2.2 any changes to the Charges due to the changed Service.
- 31.3 BT has no obligation to proceed with any change requested by the Customer in accordance with Clause 31.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both Parties in writing.
- 31.4 Where BT changes a Service prior to the Service Start Date due to the Customer providing BT with incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.

32 CONTRACT AMENDMENT

- 32.1 Unless a Schedule states otherwise, any amendment of the Contract will not be effective unless agreed in writing by the Parties.
- 32.2 BT and the Customer may vary or terminate the Contract without the consent of any Affiliate and any termination of the Contract will not terminate any individual Affiliate Contracts.

33 SURVIVAL

The Parties' rights and obligations, the nature of which are intended to continue beyond termination of the Contract will survive termination of the Contract.

34 ENTIRE AGREEMENT

- 34.1 The Contract constitutes the whole agreement between the Parties with respect to the subject matter and supersedes any and all prior oral or written understandings, arrangements, negotiations, communications and/or representations between them.
- 34.2 Any Customer's standard terms attached to, enclosed with, or referred to in any Order or in any pre-contractual negotiations will have no effect and will not apply.
- 34.3 Each Party acknowledges that, in entering into the Contract, it has not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently), other than those set out in the Contract and waives all rights and remedies that, but for this Clause 34, might otherwise be available to it in respect of any such reliance.

35 CHOICE OF LAW AND JURISDICTION

- 35.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of Ireland.
- 35.2 The Customer and BT irrevocably agree that the courts of Ireland will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 35.3 The parties to an Affiliate Contract may agree that a local court of competent authority will have jurisdiction in relation to that Affiliate Contract.

36 COUNTERPARTS

The Contract may be signed in one or more counterparts. 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.

37 DEFINED TERMS

"**Acceptable Use Policy**" means the applicable policy found at <http://www.bt.com/acceptableuse> (or any other online address that BT may advise) that sets out the rules with which the Customer is required to comply in relation to receipt and use of the Services.

"**Affiliate**" means any legal entity that directly or indirectly controls, is controlled by or is under common control with a Party. "**Affiliate Contract**" has the meaning given in Clause 26.4.

"**Annex**" means any annex to a Schedule under the Contract that describes a Service or sets out the specific terms applicable to that Service.

"**Applicable Law**" means the laws of Ireland 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 any equipment, including any Software, owned by or licensed to BT that is located at a Site for the provision of a Service.

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

“**BT Network**” means the communications network owned or leased by BT and used to provide a Service.

“**BT Price List**” means the document containing a list of BT’s charges and terms as set out in the applicable Order or Schedule.

“**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 any day that is customarily regarded in the country or locality in which a Service is provided as a day when business is undertaken, excluding national, public, or bank holidays. If an obligation is to be performed on a day that is not a Business Day, the obligation will be performed on the following Business Day.

“**Cancellation Charges**” means any compensatory charges payable by the Customer to BT on cancellation of an Order in accordance with Clause 16 as set out in a Schedule.

“**Charges**” mean the fees and charges payable by the Customer in relation to a Service as set out in the Schedule.

“**Claim**” means any legal claims, actions or proceedings against a Party, whether threatened or actual and whether by a third party or the other Party to this Contract.

“**Compliance Obligations**” mean those obligations and rights set out under the drop-down heading ‘Compliance Obligations’ at: www.globalservices.bt.com/uk/en/footer_links/terms (or any other online address that BT may advise).

“**Confidential Information**” means all confidential information disclosed by a Party or its employees, agents, Affiliates, officers or advisers to the other Party under or in connection with the Contract including:

- (a) the Contract;
- (b) all technical or commercial know-how, pricing, specifications, inventions, processes or initiatives that are of a confidential nature; and
- (c) any information that would be regarded as confidential by a reasonable business person and relating to the business, affairs, customers, clients, suppliers, plans or strategy of the disclosing Party or its Affiliates; and the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party or its Affiliates,

but excluding any information that:

- (a) is or becomes available to the public other than as a result of a breach of the Contract;
- (b) was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
- (c) the Parties agree in writing is not Confidential Information; or
- (d) was developed by or for the receiving Party independently of the confidential information.

“**Contract**” means the agreement by and between BT and the Customer that comprises these General Terms, each Schedule,

any Annex and each Order, and if applicable to any Service, the BT Price List.

“**Credit Agency**” means Experia, Equifax and Callcredit.

“**Customer Committed Date**” means the date provided by BT on which delivery of a Service (or each part of a Service, including to each Site) is due to commence.

“**Customer Contact**” means any individuals authorised to act on the Customer’s behalf for Service management matters.

“**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.

“**Effective Date**” means the date set out on the cover sheet of this Contract or, if there is no cover sheet, the Order.

“**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.

“**Force Majeure Event**” means any circumstance beyond a Party’s reasonable control that hinders, delays or prevents that Party from performing any of its obligations under the Contract including: acts of God, flood, storm, lightning, drought, earthquake, seismic activity or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; any law or any action taken by a government or public authority, including a failure by BT to obtain (or revocation of) a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR).

“**General Terms**” means these terms.

“**Insolvency Event**” means any of the following in relation to a Party:

- (a) becomes the subject of a bankruptcy order;
- (b) becomes insolvent;
- (c) makes any arrangement or composition with or assignment for the benefit of its creditors;
- (d) goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory;
- (e) ceases to trade or operate;
- (f) owns any assets that are material to the operations of all or substantially all of its business that are the subject of any form of seizure or have a receiver or administrator appointed over them; or
- (g) a notice is given, a petition issued, a resolution passed or any other step is taken to commence any of the procedures listed above in the jurisdiction of that other Party.

“**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, rights In Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world and will include any applications for the registration of any of those rights capable of registration in any part of the world.

“**Maintenance**” means any work on the BT Network or Services, including to maintain, repair or improve the performance of the BT Network or Services.

“**Notice**” means any notice to be given by a Party to the other Party under the Contract in accordance with Clause 25.1.

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

“**Order**” means an order or part of an Order given by the Customer and accepted by BT under the Contract for one or more Services.

“**Party**” means either or both BT and the Customer as the context allows.

“**Purchased Equipment**” means any equipment, including any Software, sold by BT to the Customer.

“**Schedule**” means any schedule under the Contract that describes a Service and sets out the specific terms applicable to that Service, and includes any Annexes for that Service except for the purposes of Clause 2.

“**Service**” means any Service including, where applicable, to a particular Site, or a part or component of a Service provided by BT under the Contract, and may include any of the following: content, BT Equipment and any Purchased Equipment.

“**Service Credit**” means any remedy for failure by BT to meet a Service Level as set out in the Schedule.

“**Service Level**” means any agreed minimum level of Service to be achieved by BT with respect to a Service.

“**Service Start Date**” means, for each Service, the date on which that Service is first made available to the Customer.

“**Site**” means any location set out in a Schedule or Order where or to which a Service will be provided.

“**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 a Service. It includes any embedded software but excludes Open Source Software.

“**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.

“**Termination Charges**” means any compensatory charges payable by the Customer to BT on termination of the Contract in whole or in part or a Service in accordance with Clause 21.2 as set out in a Schedule.

“**Transaction Taxes**” mean VAT, GST, sales, consumption, use or other similar taxes, customs duties, excise taxes, and regulatory and other fees or surcharges relating to the provision of a Service.

“**User**” means any person who is permitted by the Customer to use or access a Service.

“**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.