



Master Services Agreement Cover Page (Spain)

Relevant CUSTOMER Entity ("the Customer")	Relevant BT Entity ("BT")
_____	BT Global ICT Business Spain, S.L.U.
CUSTOMER Registered Address	BT Registered Address
_____	Calle María Tubau, nº 3 28050 Madrid.
CUSTOMER Registered Number	BT Registered Number
VAT: _____	VAT: B-88625496
CUSTOMER Contact (*)	BT Contact
Name: _____ Title: _____ NIF/NIE/Passport: _____ Telephone: _____ Email: _____ (*) Authorized representative's data.	Name: Paul Rhodes Title: Senior Sales Manager NIF/NIE/Passport: X-0688132-H Telephone: +34 684 432 993 Email: paul.rhodes@bt.com
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed electronically by their duly authorized representatives:	
CUSTOMER [Insert the Customer's Legal Name]	BT Global ICT Business Spain, S.L.U.
By: _____	By: _____
Legal representative	Legal representative
_____	_____
(Typed or Printed Name)	Paul Rhodes
_____	_____
Title: _____	Title: Senior Sales Manager

The following General Terms and Conditions shall apply in addition to the conditions as described in the Order(s).

1 Definitions:

In this Agreement the following definitions are applicable:

"Agreement" means each agreed Order and these General Terms and Conditions as accepted by the Customer by signature thereof;

"BT" means the relevant BT entity as stated on the Order;

"Business Hours" means from Monday to Friday (excluding local public holidays) between 8.00 am and 6.00pm CET;

"Customer" means the relevant Customer entity as stated on the Order;

"DDP" means Delivered Duty Paid (Incoterms® 2020);

"Equipment" means equipment sold by BT to the Customer (including software licensed to the Customer) as further detailed on the Order(s);

"Order" means the document forming part of the Agreement describing in detail the Equipment and Services to be provided by BT, the applicable pricing, duration and any other specific conditions;

"Services" means (if ordered) the staging, installation and fault repair services to be provided by BT as further detailed in the Order(s);

"Territory" means Spain;

"Warranty" means the minimum level of support provided following delivery of Equipment as specified in the warranty conditions of the respective Equipment manufacturer. These warranty conditions can be found with the delivered Equipment or at the website of the respective Equipment manufacturer and begins on the date that the Equipment is shipped by BT.

2 Subject

The Customer may order the sale of Equipment from BT and any optional Services stated below, as further described in the Order(s), which BT will supply upon receipt of an Order. The Customer is responsible for making sure the Equipment is suitable for its own needs, unless BT has provided written advice to say so.

BT will provide the contact details (either e-mail, telephone or fax, as appropriate) of designated contact points, collectively **"Service Centre"**, which will be the Customer's contact points for placing orders, reporting incidents (faults) and making inquiries relating to the Service. The Customer will be able to use the numbers to contact BT to report incidents 24 hours a day, 365 days a year and to order services or make enquiries during Business Hours, or as specified on the Order.

3 Applicability and Variations to the Agreement

These General Terms and Conditions shall be applicable to any Order for provisioning of Equipment and/or optional Services by BT and/or its affiliates (this means an entity controlling, controlled by, or under common control by BT) placed by a Customer having its legal entity within the Territory. If such Customer legal entity would be located outside the Territory BT reserves the right to refuse such Order(s). Any variation of these conditions shall be agreed in writing by BT and the Customer. Customer's own general terms and conditions shall not apply to this Agreement.

4 Delivery of Equipment

4.1 Only the Customer or a Customer affiliate located in the European Union may place orders for delivery of Equipment and Services.

4.2 For any delivery within the European Union, BT will upon receipt of an Order deliver the Equipment at DDP 2010 Incoterms and in the Equipment Manufacturer's original

wrapping at an address in the European Union as specified by Customer. BT will use its reasonable endeavours to deliver the Equipment by the date(s) agreed with the Customer but all dates are estimates and BT has no liability if it does not meet the date(s). If the Customer is late in providing information or does not provide all the information BT needs to deliver, then BT may change the delivery date or cancel the Order at its sole discretion. BT will charge the Customer for any reasonable costs incurred.

4.3 It may be possible for BT to arrange shipping services to deliver the Equipment to the final destination address(es) if the delivery address(es) is outside the European Union. In such event, BT will act in Customer's name as Customer's agent for providing that any end-to-end delivery services to the delivery destination address(es) outside the European Union. In such event, the Customer will be considered as the importer of record for the Equipment and will as result be responsible to:

- (a) perform any import clearance tasks that the law of the applicable country requires it to and comply with destination country laws and regulations, including any trade and legal restrictions applicable to the Equipment;
- (b) pay any shipping costs and any import tax, duty and/or excise duty
- (c) if requested by BT, provide authorisation as soon as practicable authorising BT or its agent, to carry out its obligations as shipping agent. Any such authorisation shall be as narrow as is required for the fulfilment of the task. If the Customer cannot give such authorisation, it will undertake those tasks itself at its own cost.

5 Title and Risk Transfer

If Equipment is supplied in the Territory then risk will transfer upon delivery at the destination address and title in the Equipment, excluding the licensed Software, will pass to the Customer on payment in full of all monies due. Until BT receives payment in full, the Equipment must appear in the Customer's books in the name of BT. If there is a threatened seizure of the Equipment, or anything listed in Clause 10.1 (Termination for Cause) of the General Terms and Conditions applies to the Customer, the Customer must immediately (a) notify BT so that BT may take action to repossess the Equipment; and (b) notify interested third parties of BT's ownership of Equipment.

For Equipment to be supplied outside the Territory risk and title in the Equipment, excluding the licensed Software, will pass to the Customer on despatch from the final shipping point in the Territory but the Customer will not be liable for any loss or damage to the extent that it is caused by BT's negligence. After payment in full, and where relevant, the Customer will be granted a non-exclusive, non-transferable license from the Equipment manufacturer to use the software.

6 Warranty

If during the period of any relevant Warranty BT is notified of a fault in the Equipment which is due to faulty design, manufacture or materials, or the negligence of BT, then the Customer may request BT - in accordance with the Equipment manufacturer warranty - to replace or repair the faulty part or restore it to effective use provided that:

- (a) the Equipment has been properly kept, used and maintained in accordance with the Equipment manufacturer's or BT's instructions, if any, and has not been modified except with BT's consent;
- (b) the fault is not due to accidental or wilful damage (including lightning and electrical damage);

interference with or maintenance by anyone except BT, BT's agents or subcontractors;

- (c) the fault is not due to faulty design by the Customer if Equipment has been manufactured to the Customer's design,

This warranty does not cover fair wear and tear.

If the Equipment has not been installed by BT under the BT installation Service, the Customer must return the faulty Equipment to BT in its original wrapping to BT using the return address label provided, unless BT specifies otherwise. BT does not warrant that the embedded software supplied with the Service will be free of all faults or that its use will be uninterrupted. BT will remedy any defects which significantly impair performance within a reasonable time. BT may make minor alterations to the specification of Equipment which does not affect Equipment's performance. If the Customer orders an extended fault repair service from BT for the Equipment, then this warranty shall be superseded by the applicable fault repair service.

The Customer is responsible for the maintenance of the Equipment except as provided for in the Warranty or if the Customer has ordered a fault repair service from BT. For some Equipment the Equipment manufacturer (e.g. Cisco) requires that the Customer order a fault repair service for all Equipment supplied, either from BT or an alternative approved maintainer within 30 days of delivery. If the Customer has not ordered such a fault repair service and/or does not give BT details of the approved maintainer, then the Customer may be liable for additional fees chargeable to BT by the Equipment manufacturer.

The Customer agrees (a) to care for and use the Equipment in accordance with BT and/or the manufacturer's instructions and to use it only for a purpose for which it is designed; (b) not to repair, adjust, or modify the Equipment without BT's written consent except for configuration changes made in accordance with the equipment manufacturer's documentation subject to BT being notified by the of any such configuration changes; and (c) to co-operate in diagnosing faults by performing any diagnostic and test routines requested by BT or included in the manufacturer's instructions, and allowing BT to carry out remote diagnostic tests, where appropriate.

7 Waste Electrical or Electronic Equipment (WEEE)

A crossed out wheellie bin symbol shown on the Equipment means that the Equipment is classed as Electrical or Electronic Equipment (EEE) under the European Parliament and Council Directive 2012/19/EU on Waste Electrical and Electronic Equipment, and the measures implementing this Directive in European Union Member States (the WEEE Directive). For the purposes of the WEEE Directive any EEE sold to the Customer under this Annex is classed as Business to Business (B2B) EEE. The Customer and BT acknowledge that for the purposes of Article 13 of the WEEE Directive this paragraph shall be an agreement stipulating other financial arrangements for the environmentally sound management of WEEE. When the Customer has no further use for the Equipment the Customer shall ensure that the Equipment is not mixed with other commercial or household waste on disposal. The Customer is entitled to return to BT on a one for one basis any equivalent electronic and electrical equipment which is being replaced with new Equipment as part of the Service. If returned to BT, the Customer shall arrange for and pay for the collection of same and BT shall be entitled to charge a return fee to arrange for the disposal of the WEEE in accordance with its obligations of either a producer or distributor (whichever the case maybe) in the WEEE Regulations. If the Customer elects to dispose of the WEEE itself, the Customer acknowledges: (a) that it will do so at its sole cost and relieve BT of all

responsibilities due to improper disposal of the waste product; (b) if BT is the "Producer" for the purposes of the WEEE Directive, BT shall upon written request from the Customer and without cost or charge to the Customer provide all information and data on any dangerous substance or preparation or hazardous substance contained in the product; (c) the Customer shall take on the obligations in the WEEE Directive for the sound environmental management of WEEE and hence the Customer shall be responsible for such information recording or reporting obligations imposed by the WEEE Directive and the measures implementing it in European Union Member States; (d) the Customer shall ensure that the WEEE is treated in accordance with the requirements of Article 8 of the WEEE Directive; and (e) the Customer will become responsible for achieving the recovery and recycling targets stipulated in Article 11 of the WEEE Directive. Likewise, the Customer shall be responsible for complying with any obligations in this matter required by the applicable Spanish legislation in force and, specifically, the provisions of RD 110/2015, 20th of February, on electrical and electronic equipment waste.

8 Optional Services

The Customer may order following optional Services from BT, as further described in the Order(s), which BT will supply upon receipt of an Order.

- 8.1 Staging by BT (cannot be ordered without ordering Equipment from BT).
- 8.2 Installation by BT (cannot be ordered without ordering Equipment from BT). In case this Service has been ordered, BT will perform the installation services, test the Equipment to ensure that it is ready for use. Acceptance of the Equipment by the Customer will take place on the date when BT notifies the Customer that the Equipment has passed BT's tests. Further, in variance to the standard Warranty conditions, if during a period of 12 months for hardware, or a period of 90 days for any software, (or any other period notified to the Customer by BT) from acceptance, BT is notified of a fault in the Equipment which is due to faulty design, manufacture or materials, or the negligence of BT, BT will - where necessary by arrangement with the Equipment manufacturer and/or the Customer, at its option - free of charge replace or repair or restore the faulty part or restore it to effective use. 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; (d) provide any openings in buildings required to connect such Equipment to appropriate telecommunications facilities; and (e) provide internal cabling between the Equipment and any Customer equipment, as appropriate.
- 8.3 Fault repair by BT (can be ordered for both Equipment provided by BT and for other Customer equipment which passes a BT maintenance inspection test, in which BT determines the suitability of the equipment for the Service). This Service is "reactive" meaning that the equipment is not monitored by BT and that BT will only respond to faults reported by the Customer. The Service may be provided by BT or, by BT's appointed maintainer. BT's maintainer may remove all or part of the equipment from the Site for inspection, testing and repair, but whenever reasonably practicable will take steps to avoid disruption to the Customer. Where replacement

parts are provided by BT's maintainer, the parts removed will become the property of BT's maintainer. The BT fault repair service covers (without extra charge) faults resulting from normal wear and tear and any faults covered under the Warranty provisions. The fault repair service also covers faults or work resulting from other causes or circumstances, but an additional charges will be payable. Such other causes or circumstances may include (a) misuse; incorrect environmental conditions including incorrect temperature and humidity levels; faulty manufacture or design; mains electrical surges or failures; (b) lightning damage; electromagnetic interference; any other accidental or deliberate damage; (c) correction of defects following the removal or connection of equipment (as appropriate) other than by BT or its maintainer; (d) connection by the Customer of other equipment to the equipment covered under the fault repair services (as appropriate). Except if explicitly otherwise agreed on the Order, the fault repair service does not cover: (a) loss of Customer generated software programmes; (b) work at the Customer's request outside the applicable maintenance hours for the fault repair Service option selected; (c) repair, replacement or re-routing of any Customer wiring or cabling or provision of additional wiring and cabling; or (d) faults reported by the Customer which are excluded by this Agreement.

9 Minimum Period of Service for the fault repair Service

The Minimum Period of Service of any fault repair service option selected by the Customer shall be stated on the Order and will commence on the date of acceptance. Following expiration of the Minimum Period of Service of any fault repair service option selected by the Customer, the Fault Repair service option shall continue in full force and effect until terminated in accordance with clause 10 below.

10 Terminations and Cancellations

10.1 **Termination for cause:** Without prejudice to other rights, either party may forthwith terminate any Order and/or the Agreement if (a) the other party commits a material breach and, to the extent that performance is not permanently or temporarily impossible due to Force Majeure, no performance has taken place within fourteen (14) calendar days after the terminating party has given its notice of default, or (b) if any matter beyond the other party's reasonable control 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 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 decide 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 shall be due; or (d) 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). In any such event, the affected Party shall immediately notify the other Party in writing of any

situation which could conduct to one of the above-mentioned circumstances.

- 10.2 **Termination for convenience:** Each party may early terminate this entire Agreement or an Order for convenience subject to ninety (90) days written notice to the other Party and payment of any outstanding Charges and applicable termination fees. BT may only terminate the BT fault repair service for convenience after the expiry of its minimum period of service. If the Customer terminates a fault repair service option (or if BT terminates a fault repair service for breach by the Customer) at any time during the Minimum Period of Service then the Customer must pay BT an additional early termination charge of 30 per cent of the fault repair service option charges remaining at the date of termination.
- 10.3 **Cancellations:** The Customer may cancel an Order (or a part of it) before the delivery date by written registered notice to the designated contact person of BT but will be responsible for any costs that BT has reasonably incurred.
- 10.4 Any cancellation or termination for convenience is only valid after Parties have signed a (cease) Order specifying exactly the (parts of a) Service to be cancelled and the details of the cancellation/termination charges. Such (cease) Order shall be provided by BT to the Customer without undue delay upon receipt of the cancellation/termination notice.

11 Charges and Payment

- 11.1 In consideration of the Equipment and/or Services provided by BT, the Customer shall pay to BT the charges for the Services in accordance with the rates or amounts contained in the Order(s) to which these conditions are applicable or agreed separately in writing. Unless otherwise stated in the Order, charges for delivery of the Equipment, staging and/or installation services shall be invoiced as one-offs from the delivery date and any BT fault repair service shall be invoiced monthly from the delivery date. All invoices will be sent to and paid by the Customer entity entering into this Agreement.
- 11.2 Travelling, accommodation, subsistence and other expenses properly incurred by BT in connection with the Services, shall unless otherwise agreed in the Order, be chargeable.
- 11.3 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. In the event of a failure of the Customer to pay BT's Charges (other than any amount subject to a good faith dispute) by the due date, in accordance with EU Directive 2011/7/EU on late payment, BT may at its discretion (without prejudice to its other rights and remedies under this Agreement, at law or otherwise) (i) add interest charges, from the due date, to any past due amounts at a per annum rate of eight (8) percentage points above the base lending rate of the European Central Bank, compounded daily, or the maximum rate permitted by law, whichever is less; (ii) charge a lump sum of forty (40) Euros for recovery costs; and (iii) claim an additional compensation in the event the recovery charges incurred by BT, as evidenced by supporting documents, exceed the lump sum referred to in subsection (ii) of this Clause. Except for amounts properly disputed; in case of a late payment of invoices this shall be considered as a material breach and BT shall have the right to immediately suspend the provision of the Services if the

invoices remain unpaid after BT has sent out a proof of default.

- 11.4 Except if explicitly agreed otherwise on the Order, BT will invoice charges in Euros and the Customer will pay all charges in Euros. The charges for all Services are exclusive of any applicable taxes, tariffs and surcharges ("Taxes"). The Customer will pay or compensate for all applicable Taxes including those paid or payable by BT (exclusive of taxes on the net income of BT) except to the extent a valid exemption certificate is provided by the Customer to BT prior to the delivery of Services.
- 11.5 If, (a) at the request of or with prior written consent from the Customer BT has performed work or rendered other performance which goes beyond the substance or scope of the agreed Services; (b) BT visits a Site in response to a fault report and no fault is found, or the fault is not covered by the warranty and/or (c) the information provided by the Customer changes, or the original charge was based on incomplete or incorrect information provided by the Customer, then BT will charge the Customer for any extra reasonable costs incurred according to BT's usual rates.
- 11.6 For any Services lasting more than one (1) year, BT is entitled to increase its Charges at each anniversary date according to the following standard formula: **$C = C_0 (0.2 + 0.4 S/S_0 + 0.4 E/E_0)$** where
- (a) C=the charges after update.
 - (b) C_0 = the charges at the moment of ordering the Services.
 - (c) S=the Salary Index of the month of the update.
 - (d) S_0 =the Salary Index of the month preceding the month of ordering the Services.
 - (e) Salary Index = the indexes of the salary cost, national average, for the companies of more than 10 employees, as published in the Agoria paper or on the Agoria website
 - (f) E=the Equipment Index of the month of the update.
 - (g) E_0 =the Equipment Index of the month preceding the month of ordering the Services.
 - (h) Equipment Index = 'Index I' (as established by the Commission for Market Prices of Equipment), as published in the Agoria paper or on the Agoria website.
- 11.7 BT shall have the right to forward or make available all invoices electronically in accordance with the applicable e-invoicing terms and conditions. As an alternative to the standard electronic invoicing, Customer may choose to notify BT that the Customer prefers to receive a paper invoice against the applicable paper invoicing Charges of 25€ per month. Without prejudice to the application of any mandatory legal provisions, the Customer accepts that BT has the right to draw up its invoices in English.

12 Limitation of Liability

- 12.1 BT shall exert itself to the best of its ability to provide any Equipment and/or Services with care, and, where appropriate, according to the arrangements and procedures agreed upon in writing with the Customer. BT accepts liability for errors or omissions in the provision of the Services and its own negligence exclusively to the extent stated in sub-clauses 12.2 and 12.3 but not otherwise. Except where expressly contained in this Clause 12, BT has no other obligation, duty or liability in contract or otherwise. BT does not accept liability resulting from decisions made by the Customer based on Services performed by BT.

- 12.2 BT does not exclude or restrict liability for death or personal injury resulting from its own negligence or wilful act.
- 12.3 If a party is in breach of any obligations under this Agreement (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 12.1 and 12.2 such party's liability to the other party shall be limited to any direct damages up to Euro 150,000 for any one event or series of connected events and up to Euro 300,000 for all events (connected or unconnected) in any period of twelve (12) consecutive calendar months. Subject to Clause 12.2, neither Party shall 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 (whether or not that Party was advised in advance of the possibility of such loss or damage) arising under or in relation to the Agreement or any part of it: (a) any loss of profits, business contracts, anticipated savings, goodwill, or revenue; (b) any loss or corruption or destruction of data; (c) any special, indirect or consequential loss or damage whatsoever; and/or (d) any loss arising from the transmission of viruses
- 12.4 The Customer shall indemnify BT against any actions proceedings claims or demands in any way connected with the Services brought or threatened against BT by a third party which are caused by or arise from any act of BT carried out pursuant to the instructions of the Customer.
- 12.5 Each provision of this Clause 12 is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding termination of this Agreement.

13 Office Facilities and Access (if installation and/or BT's fault repair service have been ordered)

- 13.1 The Customer will, on request by BT, provide BT free of charge and as promptly as reasonably practicable with adequate office accommodation and facilities, together with all information, drawings and other support which BT may reasonably require for the effective completion of the Services. The Customer shall provide BT at all times with full and convenient access to the Customer's premises for the purpose of carrying out BT's obligations under this Agreement.
- 13.2 The Customer warrants that BT's personnel can work safely, in accordance with the applicable health and safety regulations, environmental rules, during the performance of the Services at Customer's premises or at any other premises designated by the Customer and Customer hereby holds BT harmless from and against all loss or damages in connection with or arising from any violation of this warranty.
- 13.3 Unless otherwise agreed in writing, BT shall be entitled to dispose of any items received from the Customer in connection with this Agreement at BT's discretion and at the Customer's risk, subject always to the provisions of Clause 14 (Confidentiality) hereof.

14 Confidentiality

A party shall keep in confidence all information obtained from the other party in relation to this Agreement and shall not divulge the same to any person (other than their own or any subcontractors, employees and professional advisors who need to know the information) without the consent of the

other party. This Clause 14 shall not apply to information which is: (a) in the public domain other than in breach of this Agreement; (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. The receiving party must, for a period of two (2) years following the expiration or termination of this Agreement (except in the case of software, which shall be for an indefinite period) keep such information in confidence and use the information only for the purposes of performing this Agreement. It is acknowledged by the parties that a violation of this Clause 14 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. Neither party shall make any public announcement concerning this Agreement or use the other's name for promotional, endorsement or marketing purposes, without the other's prior written consent.

15 Intellectual Property Rights

- 15.1 Ownership of and all intellectual property rights on the documentation (hard and soft copy format) and the deliverables, whatever the format, made available as part of any Equipment and/or Service or otherwise generated in connection with this Agreement, shall remain the property of BT or its licensors, although the Customer shall have a non-exclusive, non-transferable licence to use such material for its own internal purposes. The license granted by BT in this Clause 15 remains valid during the whole intellectual property protection duration as defined in the applicable law. Neither party may use any marks of the other party, except agreed by written consent.
- 15.2 BT warrants that it has all rights, authorisations and licenses required to provide the Equipment and/or Services to the Customer. 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 Equipment and/or 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 Equipment and/or 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 affect the performance of the Equipment and/or Service.
- 15.3 If the Equipment and/or 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 15, BT, at its option and expense, may secure for the Customer a right of continued use or modify or replace the Equipment and/or Service, as set forth in Clause 15.2 (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 without penalty or liability to either party.
- 15.4 Without prejudice to the provisions of the applicable law, the indemnity and remedies in this Clause 15.2 and 15.3 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 Equipment and/or 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 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.

16 Status of BT

BT is an independent contractor without authority to bind the Customer by contract or otherwise and neither BT nor any other member of the BT's personnel nor its subcontractors are agents or employees of the Customer by virtue of this Agreement.

17 Assignment

Either party reserves the right to assign all or part of the Agreement at any time to any affiliate which can sufficiently execute the obligations under the Agreement, subject to providing the other party a prior written notice of such assignment. Any other assignment requires the prior written agreement of the other party, which shall not be unreasonably withheld. This Agreement will be binding on, and inure to the benefit of, the parties and their successors and permitted assigns. BT may subcontract the performance of any of its obligations under this Agreement, 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 for ordering, provisioning or maintaining the subcontracted Service.

18 Survival and Severance

The parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration hereof. If any provision of this Agreement would be held to be invalid or unenforceable, it will be severed from the rest of the terms and the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement.

19 Force Majeure

Neither party shall be liable for failure in the performance of its obligations caused by or resulting from Force Majeure which shall include but not be limited to events which are unpredictable, unforeseeable, irresistible and beyond the parties' control, such as any extreme 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 ("**Force Majeure Event**").

20 Notices

All notices given under this Agreement shall be in writing, unless the parties agree otherwise in the Order or local law and regulations provide for differently. Any legal notices like termination, disputes, dispute of invoices shall be sent by registered letter to the legal addresses as specified in the Agreement. Any other notifications might be sent by post, or email as specified on the Order.

21 Data Protection

- 21.1 Each Party shall comply with the applicable data protection legislation and will fulfil all the requirements necessary for BT in order to provide the Service to the Customer. This includes as well providing any notifications and obtaining any sufficient consents and authorisation, under any applicable laws, from any relevant data subject when sharing Personal Data and the Customer will only disclose to BT the Personal Data that BT requires to perform the Service.
- 21.2 **"Binding Corporate Rules", "Controller", "Data Processing Agreement", "Data Subjects", "Personal Data" and "Processor"** shall have the meaning as set out by the General Data Protection Regulation (Regulation (EU) 2016/679) (hereinafter **"GDPR"**).
- 21.3 Each Party shall be responsible for implementing all technical and organisational measures to ensure a level of security appropriate to the risk represented by the Processing of Personal Data and the nature of the Personal Data being Processed and involved in the Services provided by BT and used by the Customer under the Agreement.
- 21.4 The Customer acknowledges and agrees that BT may need to collect and use Personal Data in order to provide the ordered BT Services to the Customer especially to: (i) administer, track and fulfil Orders for a Service; (ii) implement the Service; (iii) manage and protect the security and resilience of its network, systems and the Services; (iv) manage, track and resolve incidents with the Service, either remotely or at the Sites; (v) administer access to online portals relating to the Service; (vi) compile, dispatch and manage the payment of invoices; (vii) manage the Agreement and resolve any disputes relating to it; (viii) respond to general queries relating to the Service; or (ix) comply with applicable law and any regulatory obligations.
- 21.5 For the aforementioned purposes, Personal Data may be used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including database) worldwide.
- 21.6 Where it is required to transfer the Personal Data to other BT Affiliates and other relevant parties, within or outside the country of origin, in order to carry out the activities in this Clause 21, BT will ensure that the transfer and use of the Personal Data complies with applicable data protection legislation including: (i) BT Group's Binding Corporate Rules (for transfers among BT's Affiliates). A copy of BT Group's Binding Corporate Rules can be obtained by the Customer upon simple request; and (ii) agreements incorporating the relevant standard data protection clauses adopted by the European Commission.
- 21.7 BT may, from time to time, contact the Customer Contact, or other network manager or procurement manager involved in the procurement or management of the Service, to provide additional information concerning the Service, or other similar services, and if this information includes marketing materials, BT will provide a mechanism for the recipient to elect not to receive such communications in the future.

21.8 In accordance with GDPR; BT will only act as Controller and not as Processor for the BT responsibilities as set out in this Agreement.

21.9 BT can be contacted at 02/700.22.11 or the Data Subject(s) may also consult the public register held by the Commission for Personal Data Protection in Belgium (**"de Gegevensbeschermingsautoriteit"** or **"l'Autorité de protection des données"**).

22 Export Control

The Parties acknowledge that products, software, and technical information (including, but not limited to, Service, technical assistance and training) provided under the Agreement may be subject to export laws and regulations of 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.

23 Anti-Corruption and Bribery Act Compliance:

In connection with any actions or activities associated with this Agreement or in connection with the relationship between the Parties, neither Party shall engage in any unlawful trade practices or any other practices that are in violation of any applicable law (including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010 and the currently in force and applicable legislation in Spain at this time) that prohibits bribery or similar activity. Each Party shall ensure that neither it nor its Affiliates, subcontractors and agents: either directly or indirectly, seek, receive, accept, give, offer, agree or promise to give any money, facilitation payment, or other thing of value from or to anyone (including but not limited to government or corporate officials or agents) as an improper inducement or reward for or otherwise on account of favourable action or forbearance from action or the exercise of influence; or fail to establish appropriate safeguards to protect against such prohibited actions. Each Party shall, upon request from the other Party, provide evidence of the steps being taken to avoid prohibited actions, including the establishment of policies, practices, and/or business controls with respect to these laws. To the extent permitted by the relevant authority, each Party shall promptly inform the other Party of any official investigation with regard to alleged breaches of the above laws that are related in any way to this Agreement.

24 Law

This Agreement shall be subject to the laws of Spain. Any dispute which cannot be settled amicably shall be submitted to the competent court in Madrid. The Parties agree that the UN Convention on the Sales of Goods shall not apply to this Agreement.