



# GENERAL TERMS AND CONDITIONS FOR TECHNICAL ASSISTANCE SERVICES (France)

## GENERAL TERMS AND CONDITIONS FOR TECHNICAL ASSISTANCE SERVICES

### 1. Definitions:

In the Agreement the following definitions are applicable:

**"Affiliate"** of a Party means any legal entity controlling, controlled by, or under common control with such Party;

**"Agreement"** means these General Terms and Conditions, the Proposal as well as any Order;

**"BT"** means the BT entity signatory of the Agreement;

**"Business Day"** means, unless otherwise expressly stated in the Proposal, from Monday to Friday.

**"Business Hours"** means, unless otherwise expressly stated in the Proposal, from Monday to Friday (excluding local public holidays) between 8.00 am and 6.00pm CET;

**"General Terms and Conditions"** means these General Terms and Conditions for technical assistance services;

**"Order"** means an order signed by both Parties in relation to the Proposal

**"Proposal"** means the commercial and technical proposal describing the terms and conditions of the Services to be performed for the benefit of the Customer or the Statement of Work (SOW) describing the Services to be performed, as the case maybe.

**"Services"** means the technical assistance services to be provided by BT as further detailed in the Proposal;

**"Software"** means the software to be licensed to the Customer as specified in an Order or the Proposal (as applicable) together with any embedded software and necessary for the use of, any deliverable.

### 2. Description of the Services

BT shall provide the Customer, who accepts, with the Services as detailed in the Proposal and/or Orders.

### 3. Applicability and Variations to the Agreement

These General Terms and Conditions shall apply to any provision of the Services by BT and/or its Affiliates to the Customer. Any variation of these General Terms and Conditions shall be agreed in writing by BT and the Customer in an amendment to these General Terms and Conditions. The Customer's general terms and conditions shall not apply to the Agreement. In the event of a conflict among the contractual documents, the order of precedence between the contractual documents is the following :

- the General Terms and Conditions
- The Proposal
- The Orders, as the case may be.

### 4. Provision of the Services

4.1 The Customer requests BT to provide the Services and BT shall provide such Services to the best of its ability and with care, and where appropriate, in accordance with the arrangements and procedures as agreed upon in writing by the Parties. All Services will be performed on the basis of an obligation of means ("obligation de moyens").

4.2 While BT shall use its reasonable endeavours to achieve any time scales or service levels specified in the Proposal or an Order but, unless otherwise expressly agreed between the

Parties in an amendment to these General Terms and Conditions, all timescales and service levels shall be estimates only. BT shall not be responsible for the way in which the Customer uses any results of the Services.

4.3 The Services will be delivered during Business Hours. Any Business Day which would be closed at the initiative of the Customer will be charged to the Customer.

4.4 BT will submit an activity report to the Customer at the end of each month. This activity report will summarise the Services performed during the previous month and the time. By signing the activity report, the Customer will validate the Services performed the previous month. If, at the end of a period of fifteen (15) days after the receipt of the activity report, the Customer has not made any remarks related to the quality of the Services the activity report shall be deemed validated by the Customer without any reservation. The invoices will be issued on the basis of the activity reports.

4.5 No employee of BT has the authority to make any warranty, statement or promise concerning the Services except in writing signed by a duly authorised representative of BT.

4.6 The Customer retains the full and exclusive responsibility for :

- the definition of the general and technical specifications of the Services
- the definition and choice of the methods, means of production and the quality specifications of the Services
- the practical organization of the Services

4.7 The Customer shall protect itself against any loss of and/or damage to its data, files, programs (hereinafter "data"). To this end, the Customer shall make regular back ups of its data and shall install and use up-to-date antivirus softwares.

### 5. Personnel

5.1 BT shall assign fully qualified personnel to perform the Services.

5.2 In its position as an employer, BT retains the exclusive and full responsibility for the administrative, accounting and social management of its personnel, which shall remain, in any circumstances, under the sole managerial and disciplinary authority of BT. As a result, the Customer is not entitled to give any instruction to the personnel of BT.

5.3 BT will comply with applicable labour laws and regulations on concealed work (including Articles L. 8221-3 and L. 8221-5 of the French Labour Code) and foreign workers (including Articles L. 5221-8, L. 5221-11 and L. 8251-1 of the French Labour Code) regarding its employees.

BT will also provide on Customer's request with all documents requested by applicable labour laws and regulations, including documents listed under Articles D. 8222-5, D. 8254-2, D. 8254-4 and D. 8254-5 of the French Labour Code.

5.4 During the term of the Agreement and for six (6) months after it is terminated, the Customer shall not, unless it receives prior written permission from BT, take on any members of the personnel of BT who were involved in executing the Agreement, or otherwise have them work for it, either directly or indirectly. In case of non-compliance with this obligation, the Customer shall pay to BT a penalty equal to twelve (12) months of the gross salary of the concerned members of personnel, per infringement.



## GENERAL TERMS AND CONDITIONS FOR TECHNICAL ASSISTANCE SERVICES (France)

### 6. Term

BT shall commence providing and charging the Services as specified within the Proposal, subject to (i) the signature of the Proposal by the Customer or (ii) the placement of an Order by the Customer referring to the Proposal. The Services shall be provided during the term as set out in the Proposal or the Order, subject to early termination in accordance with Clause 11 Termination hereof. Any extension of the Agreement is subject to a written agreement between the parties.

### 7. Office Facilities and Access

7.1 The Customer shall provide BT with all information, drawings and other support which BT may reasonably require for the effective completion of the Services. For the Services that shall be performed in the Customer's premises, the Customer shall provide BT free of charge and as promptly as reasonably practicable with adequate office accommodation and facilities. 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 the Agreement. BT undertakes that its personnel will comply with the health and safety rules applicable in the Customer's premises, which will have been communicated to it by the Customer.

7.2 Where the Customer is responsible for any preparatory activities required by BT in order to supply the Services, the Customer shall ensure that all such preparatory work, information, items or consents are completed, made available or obtained (as relevant) at its own cost in sufficient time to allow BT to complete its work and deliver the relevant Services. In particular, the Customer shall obtain the authorizations and rights from the third party editors necessary to allow BT (and its potential sub-contractors) to use, copy, modify, enhance, maintain the third parties' softwares licensed to the Customer, which BT may need to use to deliver the Services, for the sole purpose and to the extent necessary for BT to provide the Services.

### 8. Charges and Payment

8.1 In consideration of the 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 Proposal to which these conditions are applicable or agreed separately in writing. Unless otherwise stated in the Proposal, charges shall be invoiced monthly.

Unless otherwise specified in the Proposal, the rates or amounts mentioned in the Agreement will be reviewed on the 1<sup>st</sup> of January (index from May to November of the previous year) and on the 1<sup>st</sup> of July (index from November of the previous year to May) of each year, on the basis of the variations of the index established by SYNTEC and by application of the following formula:

•  $T_n = T_o \times I_n / I_o$ .

In which:

- $T_n$  = fees resulting from the price review ,
- $T_o$  = fees stipulated in the Proposal,
- $I_n$  = index applicable for the month of the price review ,

•  $I_o$  = index applicable on the effective date of the present Agreement.

8.2 BT shall invoice charges in Euro and the Customer shall pay all charges in Euro. The charges for all Services are exclusive of any applicable taxes, tariffs and surcharges ("Taxes"). The Customer shall 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 the Services. Travelling, accommodation, subsistence and other expenses properly incurred by BT in connection with the Services, shall, unless otherwise agreed in the Proposal, be chargeable to the Customer.

8.3 The Customer shall pay all Charges for the Services within thirty (30) days of the date of BT's invoice, without any set-off, counterclaim or deduction. Where applicable, BT may set-off any amounts it owes to the Customer against any amounts owed by the Customer to BT under this Agreement. BT may, in its discretion, add interest charges, from the due date, to any past due amounts at a per annum rate of ten (10) percentage points above the base lending rate of the European Central Bank, compounded daily. As per the French Commercial Code, in the event of late payment, BT may rightfully claim a lump sum of forty (40) Euros for recovery costs. BT may also claim an additional compensation in the event the recovery charges incurred by BT, as evidenced by supporting documents, exceed the lump sum of 40 euros.

8.4 The Customer will promptly, but in no event later than fourteen (14) days from the date of invoice, notify BT in writing of any disputed invoice, together with all information relevant to the dispute, including the account numbers, circuit identification, and trouble ticket numbers, if any, and an explanation of the amount disputed and the reasons. The Customer must pay all undisputed amounts in accordance with Clause 8.3 unless the disputed amount is less than 5% of the total invoice amount in which case the total invoice amount shall be due and payable by the due date. Disputes shall be resolved promptly and the resolved amount, if any, payable within fourteen (14) Business Days after resolution. Interest will accrue from the due date on subsequent payments of amounts withheld or credits on overpayments refunded.

8.5 Without prejudice to any other provision of this Agreement, BT reserves the right to treat failure to pay by the Customer as a material breach of this Agreement. If the Customer commits such material breach, BT's rights are set out in Clause 11 Termination. Additionally, BT reserves the right to restrict, suspend or terminate provision of the relevant Service or Order and BT shall be released from its obligations under this Agreement with respect to such Service or Order until any balance due is paid

8.6 The Parties agree that BT shall have the right to digitally send paperless invoices to the Customer. BT will provide this e-billing service to the Customer at no additional charge, in accordance with terms and conditions applicable to e-billing, as described at the following address : <https://e-invoice.globalservices.bt.com/> , terms which the Customer hereby declares to have read and unconditionally ascended to.



## GENERAL TERMS AND CONDITIONS FOR TECHNICAL ASSISTANCE SERVICES (France)

The Customer must provide an email address prior to using the e-billing service. The Customer will receive a digital invoice notification at said email address. The invoice notification will specify that an invoice has been issued by BT and that the Customer may view and/or download it. The date the invoice notification is sent will be deemed to be that of the issue of the invoice (whether the Customer is aware of said invoice notification or not). The Parties agree this to be the exclusive means by which BT will notify the Customer that an invoice is available for viewing and/or downloading.

8.7 BT reserves the right to alter or suspend the e-billing service, whether temporarily or permanently, at any moment and without giving prior notice. Should this occur, BT will send paper invoices to the Customer. BT will have no liability to the Customer or any third party should the e-billing service be altered or suspended..

### 9. Confidentiality

9.1 BT and the Customer shall keep in confidence all information (such as but not limited to documentation, technical information, software, know how, business information or other materials, whether written, oral or in electronic form) obtained under or in connection with this Agreement (hereinafter "Confidential Information") and will not disclose it to any party other than (a) their employees or employees of their Affiliates; or (b) their professional advisors; or (c) in the case of BT, employees of their subcontractors, in each case only to those who have a need to know such Confidential Information and to the extent necessary for performance of this Agreement or the use of the Service, provided that they are themselves bound by obligations of confidentiality no less stringent than those set out herein.

9.2 This Clause 9 shall not apply to information that 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) developed by the receiving party independently of and without access to information obtained under this Agreement.

9.3 If either BT or the Customer receives a demand from a lawful authority, regulatory authority or court to disclose any Confidential Information provided to it by the other, it may comply with such demand if it has (a) satisfied itself that the demand is lawful; (b) where possible, given the other party the maximum written notice permissible under the demand in which to make representations; and (c) marked the required information as the Confidential Information of the other party.

9.4 The receiving Party must, for a period of three (3) years following the termination of this Agreement, comply with this Clause 9 with respect to Confidential Information it receives under this Agreement.

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

### 10. Intellectual Property Rights

10.1 The Customer retains title and ownership on any software, documentation ("elements") made available to BT for the performance of the Services. The Customer grants on

such elements a non exclusive, non transferable right to allow BT (and its potential sub-contractors) to use, copy, modify, enhance, maintain such elements for the sole purpose and to the extent necessary for BT to provide the Services.

10.2 Subject to clause 10.3 below, ownership of any and all intellectual property rights on the documentation (hard and soft copy format) and the deliverables, whatever the format, made available by BT as part of any Service or otherwise generated by BT in connection with the Agreement, shall remain the property of BT or its licensors, although the Customer shall have a non-exclusive, non-transferable license to use such material for its own internal purposes. The license granted by BT in this Clause 10.2 remains valid during the whole intellectual property protection duration as defined in the applicable law.

10.3 Without prejudice to any open source software licence terms, which terms shall apply independent of this licence grant:

(a) BT grants the Customer a non-transferable and non-exclusive licence to use in object code form, all Software and associated documentation that may be supplied by BT, subject to the Customer's compliance with the Agreement, any third party terms and conditions that apply to the use of the Software, and associated documentation, solely as necessary for receipt or usage of the Services or deliverables; and

(b) The Customer undertakes not to copy, decompile or modify or reverse engineer any Software or knowingly allow or permit anyone else to do so, except as expressly permitted by BT in writing or otherwise provided at law.

10.4 The term of any licence granted by BT under Clause 10.3 is coterminous with the term for the Service with which the Software is associated or in relation to which any deliverable is supplied.

10.5 Excluding any open source Software that may be made available by BT to the Customer in connection with the delivery of the Services, BT will indemnify the Customer against all third party claims and proceedings arising from infringement of any third party's IPR by the Customer's receipt of any Services only to the extent that the Customer promptly notifies BT in writing of any such claim, that BT is given immediate and complete control of any such claim, that the Customer does not make any public statements related to the claim or in any way prejudice BT's defence of such claim, and that the Customer gives BT all reasonable assistance with such claim. All costs incurred or recovered in such negotiations, litigation, and settlements shall be for BT's account.

10.6 The indemnity set out in Clause 10.5 shall not apply to claims or proceedings arising from: (a) use of any Services, deliverables or any Software in conjunction or combination with other equipment or software or any other service not supplied by BT; (b) any unauthorised alteration or modification of the Service, deliverable or any Software; (c) Content, designs or specifications supplied by or on behalf of the Customer; or (d) use of the Service, any deliverable or any Software other than in accordance with this Agreement.

10.7 The Customer will indemnify and hold BT harmless against all such claims, losses, costs and liabilities arising from the matters set out in Clause 10.6 (a), (b), (c) and (d) above that



are attributable to the Customer and will, immediately upon notification of any such claim by BT, cease any activity that gave rise to the claim.

10.8 If any Service, deliverable or Software becomes, or BT believes it is likely to become, the subject of a claim of infringement of any IPR as referred to in Clause 10.5, BT, at its option and expense, may: (a) secure for the Customer a right of continued use; or (b) modify or replace the Service, deliverable or Software so that it is no longer infringing, provided that such modification or replacement shall not materially affect the performance of the Service, deliverable or Software.

10.9 The indemnity in Clause 10.5 sets out the Customer's sole and exclusive remedy for claims of infringement of intellectual property rights

10.10 Neither party may use any marks of the other party, except if agreed by written consent.

## 11. Termination

Without prejudice to other rights, either party may immediately by notice terminate the Agreement if:

a) the other party commits a material breach of the Agreement and has failed to rectify the breach within thirty (30) days after the terminating party has given its notice of default ; or

b) 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 thirty (30) days after the date on which it should have been performed; or

c) any governmental or regulatory authority with competence and/or jurisdiction over the parties decide that the provision of the relevant Services under the 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).

## 12. Limitation of Liability

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

12.2 Subject to Clause 12.1, neither Party shall be liable to the other under French law or otherwise howsoever arising under or in connection with this Agreement: (a) any loss of profits, business, contracts, anticipated savings, reputation, opportunity, goodwill (including pecuniary losses arising from loss of goodwill), or revenue; (b) any loss incurred as a result

of business interruption, expenditure of time by personnel or wasted expenditure; (c) any loss or corruption or destruction of data; (d) any special, indirect or consequential loss or damage whatsoever; and/or (e) any loss arising from the transmission of viruses, in all cases set out in this Clause 12.2, whether or not that Party was advised in advance of the possibility of such loss or damage..

12.3 If a Party is in breach of any obligations hereunder, or if any other liability however arising, whether deliberate or unintentional) arises in connection with the Agreement, then, subject to Clauses 12.1 and 12.2 of this Agreement, such total and aggregate Party's liability to the other Party shall be limited to, for all events (connected or unconnected) arising during the term of the Agreement : (a) in case the term of the Agreement is less than 12 month : the amount effectively paid by the Customer to BT during the term of the Agreement (b) in case the term of the Agreement is more than 12 months : an amount equal to the Charges effectively paid by the Customer to BT under the Agreement for a period of 12 months.

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 provided by the Customer in accordance with the Agreement.

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 the Agreement.

## 13. Assignment

13.1 BT 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 Customer 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. As from the date of the assignment, BT shall be released of any obligation whatsoever resulting from the Agreement.

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

13.3 BT may subcontract the performance of any of its obligations under the Agreement, but without relieving BT from any of its obligations to the Customer.

## 14. Survival and Severance

The parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of the Agreement shall survive termination, cancellation or expiration hereof. If any provision of the 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 provision.



## 15. 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' reasonable 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.

15.2 BT will have no liability to the Customer for failure to supply the Service if (a) a third person is unable or refuses to supply or delays supplying a service or product to BT and there is no alternative available to BT at reasonable cost; or (b) BT is prevented by legal or regulatory restrictions from supplying the Service.

## 16. Notices

All notices given under the Agreement shall be in writing, in the French language, unless the parties agree otherwise in the Proposal. 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 prepaid post, facsimile or email as specified in the Agreement.

## 17. Governing Law and Jurisdiction

This Agreement and claims or disputes arising out of, relating to or in connection with it, shall be subject to the laws of France. Any dispute which cannot be settled amicably shall be submitted to the competent court of Nanterre (France), which shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement to which the Parties irrevocably submit.

## 18. Miscellaneous

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

**18.2 Customer Satisfaction Surveys:** Each Party agrees to cooperate with the reasonable requirements of the other Party in relation to customer satisfaction surveys organised by or on behalf of that Party.

### 18.3 Data Protection

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"

18.3.1 Each Party will comply with the applicable Data Protection Legislation. The Customer 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; the Customer will only disclose to BT the Personal Data that BT requires to perform the Service.

18.3.2 BT may be either Controller, Processor or both under the Agreement, depending on the type of Personal Data Processed and the purpose of the Processing

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

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

18.3.3.2 transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Agreement and the Customer appoints BT to perform each transfer in order to provide the Services provided that BT will rely on appropriate transfer mechanisms permitted by 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.

18.3.4 If BT acts as a Controller:

18.3.4.1 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 Agreement and resolve any disputes relating to it;

h) respond to general queries relating to the Service or Agreement; or

i) comply with Applicable Law.

18.3.4.2 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

18.3.4.3 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.

18.3.5 If BT acts as a Processor:

18.3.5.1 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 Schedule;



## GENERAL TERMS AND CONDITIONS FOR TECHNICAL ASSISTANCE SERVICES (France)

18.3.5.2 in order to perform its obligations under the Agreement, 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 18.3.5.10, 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 18.3.5.10 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 set out in the Schedule, that are appropriate to the risk represented by the 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 Agreement or in accordance with Clause 18.3.5.8; 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 18.3.5.2 (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 18.3.5.2(b);

18.3.5.3 unless Applicable Law requires BT to store a copy of the Customer Personal Data, upon expiry or termination of the Agreement 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;

18.3.5.4 BT will make available to the Customer the information demonstrating BT's compliance with its obligations set out in Clause 18.3.5, 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 18.3.5, those of its Sub-Processors.

18.3.5.5 BT may demonstrate its compliance with its obligations set out in Clauses 18.3.5 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);

18.3.5.6 BT will not disclose Customer Personal Data to a third party unless required for the performance of the Service, permitted under the Agreement or otherwise required by Applicable Law; and

18.3.5.7 BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality.

18.3.5.8 BT may use Sub-Processors and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clauses 18.3.5 of the Agreement will be imposed on any Sub-Processors;

18.3.5.9 BT will inform the Customer of proposed changes to its Sub-Processors from time to time, by providing notice to the Customer and:

a) if the Customer does not object to the proposed change within 30 days of the date of this notice, the Customer will be deemed to have authorised the use of the new Sub-Processors;

b) the Customer may object to the use of a new Sub-Processor by giving notice in accordance with Clause Notices [16] documenting material and substantiated concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation and:

c) if such notice is received within the 30 days set out in Clause 18.3.5.9 a), the parties will address the Customer's objection in accordance with the dispute resolution set out in Clause [15] and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause Dispute Resolution Procedure;

18.3.5.10 the Agreement 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 Agreement as an amendment to take account of any resulting change in the Charges or the Service;



18.3.6 Where permitted by Applicable Law,  
18.3.6.1 a party in breach of the Data Protection Legislation or this Clause 18.3 will be liable to the other for any losses, costs and liabilities (including those arising from any legal claims, actions or proceedings against the other party, whether threatened or actual and whether by a third party or the other Party to this Contract, hereinafter "Claim" ) 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

18.3.6.2 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 Claim caused by or relating to the Processing of Personal Data, without the prior written agreement of the other party.

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

18.3.8 If BT proposes amendments to the Agreement 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.

#### **18.4 Legal and Regulatory Compliance**

Each Party will comply with all laws and regulations that apply to its activities under this Agreement, including any that apply to the Services provided under this Agreement.

**18.5 Human Rights Compliance** : Each Party will comply with the International Human Rights Standards, when providing or using the Services. "International Human Rights Standards" means the legal instruments and rights as further described in Principle 12 of the UN Guiding Principles on Business and Human Rights. The UN Guiding Principles on Business and Human Rights can be found at :[http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf)

#### **18.6. 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 the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010, the French legal and regulatory requirements or any other law 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 favorable 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.

**18.7 Capacity:** Each Party warrants that it has the necessary rights, licences and permissions to enter into and perform its obligations under this Agreement.

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

**18.9** The Parties having already agreed on the different termination conditions as well as on the sanctions and remedies in case of termination for cause within the Agreement, articles 1221 to 1230 of the French Civil Code will not be applicable nor enforceable

**18.10 Entire Agreement:** This Agreement supersedes all prior oral or written understandings and/or representations between the Parties (unless specifically incorporated into this Agreement) and constitutes the entire agreement with respect to its subject matter. This Agreement may not be amended, modified or supplemented except by a document in writing signed by authorised representatives of both Parties executing these General Terms and Conditions.