



1 Scope of Application

1.1 The following General Terms and Conditions (GTCs) apply to Orders for the provision of telecommunications and/or information technology services as well as further related services entered into by and between BT and the Customer.

1.2 The application of general terms and conditions of the Customer that are contrary to or differing from these General Terms and Conditions shall be excluded, unless BT has expressly consented to their application in writing. These General Terms and Conditions shall also apply if BT provides Services without reservation being aware of general terms and conditions of the Customer that are contrary to or differing from these General Terms and Conditions.

2 Definitions

"Affiliate" means a company affiliated to BT or the Customer as defined by Sec. 15 et seq. of the German Stock Corporation Act (Aktiengesetz).

"Availability" means the period of time when the Service is not affected by a Downtime.

"BT Equipment" means equipment (including software) that BT provides to the Customer within the scope of the Service provision.

"BT Provided Equipment" means equipment sold to the Customer and as specified in the Equipment and Ancillary Services Schedule (including software licensed to the Customer).

"BT" means BT (Germany) GmbH & Co. oHG or – in the case of a partial assignment of the MSA in accordance with Clause 13.1 – the Affiliate of BT Group plc. that becomes a party to the MSA in this respect.

"Business Day" means any day which is customarily regarded as a business day in the country or locality where a certain activity is to be performed, but does not include – except where expressly agreed otherwise by the Parties in writing – Saturdays, Sundays and public holidays in the relevant country or locality. If the day on or by which the relevant activity is to be performed is not a Business Day, performance shall be effected on or by the next Business Day.

"Confidential Information" means all documentation, technical or commercial business information, software or other documents that are disclosed in confidence by either Party to the other Party during the term of the MSA.

"Content" means information made available, displayed or transmitted in connection with a Service (including information made available by means of an HTML **"hyperlink"**, third party posting or similar means) including all IPR contained in it, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions.

"Customer Equipment" means equipment (including software) that is not BT Equipment and is used by the Customer in connection with the Services

"Downtime" means the period of time during which a Qualifying Fault exists.

"IPR" means any patent, trademark, copyright, database right, design right, community design right, semiconductor topography right, registered design, rights in Confidential Information and know-how, or any similar right in any part of the world and shall include any applications for the registration of any such rights capable of registration in any part of the world.

"MSA" means Master Service Agreement and consists of the following contractual parts: the order (Order Form) and therein referenced attachments, these GTCs and the relevant Service schedules depending on the Service ordered.

"Operational Service Date" means the date on which any Service or functionally defined part of a Service is first made

available to the Customer by BT or the date when the Customer first starts to use such Service (or functionally defined part of such Service), whichever date is earlier. The occurrence of the Operational Service Date for a functionally defined part of the Service does not imply the occurrence of the Operational Service Date for the Service in its entirety.

"Order Form" means a document that consists of order details like – but not limited to – the ordered Service(s), Minimum Term, relevant Charges etc.

"Planned Maintenance" is any work that is planned in advance to be carried out by BT.

"Qualifying Fault" means a Priority 1 fault resulting in a total loss of the Service.

"Regulatory Change" means any addition or amendment to, or revocation of, any applicable laws, enactments, regulations, regulatory policies, guidelines, industry codes, regulatory permits and licences that are in force from time to time during the term of the MSA, the implementation of which is required in order to continue performing and/or receiving the Services;

"Service" means an individual service (or a part of such service) that is described in the relevant Service Schedules and specified in more detail in the relevant Order Forms.

"Service Management Boundary" means the demarcation point up to which BT shall manage the Service. The Service Management Boundary is described in more detail in the Service Schedules or Service Annexes.

"Software" means the software to be licensed to the Customer as specified in an Order, Service Schedule or Service Annex together with any embedded software and necessary for the use of the BT Equipment.

"Statement of Work" or **"SoW"** means a document being incorporated by reference into the MSA and describing in detail the Services to be provided by BT – especially but not limited to Consultancy Services, the applicable Charges, duration and any other specific conditions.

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

3 BT's Obligation to Perform / Warranty / Planned Maintenance

3.1 BT undertakes to provide the Service to the Customer as specified in the Service Schedules, the Service Annexes and the applicable Order Forms.

3.2 BT shall provide the Service up to the Service Management Boundary.

3.3 The warranty terms applicable to faults in the Service as well as deficiencies in other related services shall be governed by the relevant Service Schedules, the other provisions of the MSA and, unless stipulated otherwise, applicable statutory law.

3.4 BT is entitled in its sole discretion and, wherever feasible, upon reasonable prior notification, to conduct Planned Maintenance with regard to BT Networks. Such Planned Maintenance may result in a temporary suspension of the Service.

4 The Customer's Obligations to Cooperate

4.1 The Customer shall complete all preparatory work and transmit all information as necessary for BT to provide the Service in sufficient time before the Operational Service Date. Where BT installs BT Equipment or BT Provided Equipment at a Site to enable BT to provide the Service, the Customer shall prior to installation at its own expense:

(a) obtain all necessary permits, including permits for any necessary alterations to buildings;

(b) provide a suitable and safe working environment, including all necessary trunkings, conduits and cable trays, in accordance with the relevant installation standards;



(c) provide the electricity and telecommunications connection points required by BT, the equipment necessary to connect these devices to the relevant telecommunications facilities, and the internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

4.2 The Customer shall comply with all reasonable requests of BT necessary for reasons of health, environment, industrial safety, or the quality of any Service provided to the Customer.

4.3 The Customer shall, upon reasonable notification from BT, allow BT, its employees, agents and subcontractors access to the Customer's premises, as may be necessary or appropriate for the performance by BT of its obligations under the MSA. BT, its employees, agents and subcontractors shall observe the Customer's reasonable site regulations as previously advised in writing to BT.

4.4 The Customer shall be obliged to make backup copies of its data in regular intervals to enable the recovery of lost or corrupted data at reasonable expenses.

4.5 Use of User Names, User IDs and Passwords

The Customer shall be responsible for the distribution, day-to-day administration, maintenance, security and proper use of all user names, user IDs and passwords (hereinafter collectively referred to as "**Passwords**") used in connection with the Service.

4.5.1 The Customer shall:

(a) immediately notify BT, if Passwords have actually become known or are likely to become known to unauthorized third parties or are being used or are likely to be used in an unauthorised way;

(b) take all reasonable steps to prevent an unauthorized use of the Service;

(c) satisfy such security checks as BT deems necessary, if Passwords get lost.

4.5.2 BT shall be entitled:

(a) to suspend Passwords, where BT reasonably believes that this is required for security reasons;

(b) to require the Customer to change specific or all Passwords.

4.6 The Customer shall handle the BT Equipment carefully during the entire term of the relevant Service. The Customer may neither relocate the installed BT Equipment nor interfere with or modify the BT Equipment or allow any third party (unless such third party has been authorised by BT) to do so. Upon termination of the MSA or the relevant Service, the Customer shall be obliged, at the option of BT, to promptly return to BT the relevant BT Equipment still located in its premises or enable BT to collect such equipment.

4.7 Connection of Customer Equipment to the Service

4.7.1 The Customer shall ensure that Customer Equipment connected to the Service or used together with the Service is exclusively connected and used in accordance with the applicable instructions of use of the manufacturer and the safety and security procedures applicable to the use of this Customer Equipment.

4.7.2 The Customer shall be responsible for the provision, installation, configuration, monitoring and maintenance of any Customer Equipment connected to the Service as well as for the provisioning of connections or interfaces between BT Equipment and Customer Equipment. The Customer shall ensure that any Customer Equipment that is connected to the Service by the Customer is technically compatible with the Service and approved for that purpose under any applicable law or regulation.

4.7.3 Unless this is included in the scope of a Service Schedule or Service Annex as part of the Service, the Customer shall at its own expense provide the required circuits. The Customer shall report faults in Customer provided circuits that are required for the provision of specific services

directly to the suppliers of these circuits. The circuits may be only used in connection with the Service.

4.8 If the Customer fails to perform its obligations to cooperate, the Customer shall indemnify BT against any resulting additional expenses. In addition, in this event all time limits and/or dates of performance agreed between the Parties shall be extended by the time of the delay for which the Customer is responsible. Any further rights of BT, including but not limited to claims for damages (e.g. in relation to contingency costs for the provisioning of circuits and equipment) shall remain unaffected

4.9 Other obligations of the Customer to cooperate shall remain unaffected. Such obligations to cooperate may in particular follow from the Product Specific Service Schedules.

5 Use of the Service

5.1 The Customer may use any Service for its own purposes in accordance with the Service Schedules and Service Annexes, provided that the Customer:

(a) complies with any applicable statutory provisions and the provisions of international law as well as other applicable regulations, including the data protection and regulatory requirements applicable to the Customer in any country where the Service is provided,

(b) does not use the Service in any illegal manner and also ensures by means of appropriate measures that no Users or third parties use the Service in any illegal manner and

(c) ensures that the Users comply with all rules applicable to the use of the Service under the MSA.

The Customer will indemnify BT against all claims, damages and costs which are generated due to or in connection with any breach of an obligation deriving from Clause 5.1(a) to 5.1(c) attributable to the Customer.

5.2 The Customer is solely responsible for its Content and the Content of its Users, including the Content which the Customer or third parties are hosting. The Customer shall comply with all terms of use notified by BT and generally accepted Internet standards and shall ensure compliance with such provisions through its Users.

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

(a) suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network or

(b) for operational reasons, change the technical specification of the Service, provided that any such change does not materially decrease or impair the quality of the Service or

(c) in exceptional cases where required for the reasons set forth in letter (a) or (b), provide an alternative service.

5.4 To the extent a sustainable change in market conditions occurs, in particular with regard to supply or technical conditions, that leads to a material complication of Service delivery for BT, BT shall, in deviation to Clause 5.3(b), also be entitled to adapt the relevant Services in accordance with changed market conditions and request a reasonable increase of Charges in accordance with the extent of the change in market conditions. In doing so, BT shall be obliged to notify the Customer of the relevant change pursuant to sentence 1 respecting a notification period of three months prior to the effective date of the relevant change. The inclusion of the change into the contractual relationship shall not take place if the Customer objects in written form within six weeks after receipt of BT's change notification according to sentence 2; in such case BT shall be entitled to extraordinarily terminate the relevant Service with six weeks prior written notice. Clause 12.2 shall remain unaffected.

6 Third Party Service Provider



It may be necessary in certain jurisdictions, e.g. for regulatory, licensing or tax reasons, for the Customer to obtain the Service directly from a third party service provider pursuant to a separate agreement concluded between the Customer and such third party service provider. Where BT manages such agreement on behalf of the Customer, it shall only do so as an agent of the Customer whereby BT's responsibility shall be limited to performance of the obligations assumed under the applicable Service Schedules and BT shall not assume any liability under such separate agreement between the Customer and such third party service provider.

7 Charges

7.1 The Charges for the Service are set out in the applicable Order Form. The invoicing of Charges shall start on the Operational Service Date, unless there is another date set out in one of the contractual documents (e.g. Order Form, pricing table, Service Annex or Service Schedule).

7.2 The Customer shall pay all Charges for the Service within thirty (30) days from the receipt of the invoice.

7.3 Unless otherwise agreed:

(a) Charges for BT Equipment are invoiced upon the delivery date,

(b) Charges for Consultancy are invoiced upon the order date,

(c) any one time installation Charges shall be invoiced upon the Operational Service Date,

(d) any recurring Charges, except usage Charges, shall be invoiced monthly in advance,

(e) any usage Charges shall be invoiced monthly in arrears, calculated at the then current rates and

(f) any one time de-installation Charges shall be invoiced within two months of de-installation,

(g) for any period where Service is provided for less than one month, the recurring Charges shall be pro rata on a daily basis.

7.4 BT reserves the right to additionally charge the Customer for:

(a) installation of the Service outside of local business hours,
(b) charges for migration of the Service or installation charges of third parties,

(c) restoring Service if the Service has been suspended.

7.5 In case of an unjustified fault report BT may charge the Customer a lump sum of 250 Euro for the costs incurred. A fault report is unjustified if there is no fault or if the fault is caused outside the Service Management Boundary of BT, which the Customer could have known. The Customer remains entitled to prove that no or significantly less cost have incurred.

7.6 The Customer shall pay all Charges resulting from the use of the Service by third parties authorised by the Customer. Charges resulting from an unauthorised use of the Service shall be paid by the Customer, unless the Customer furnishes proof that the use of the Service cannot be attributed to the Customer or facts justify the assumption that third parties have influenced the Charges billed by BT through unauthorised modifications in public telecommunications networks.

7.7 The Customer may set off only counter claims that are undisputed or confirmed by final and binding judgement against BT's claims for payment.

7.8 Unless otherwise provided in the Service Schedules or the Order Form, BT shall invoice Charges in Euro and the Customer shall pay all Charges in Euro. All Charges are exclusive of applicable value added, use and sales taxes, customs duties or other taxes, fees or surcharges (including any fees and/or surcharges charged by the national regulatory authorities) ("**Taxes**") relating to the sale, purchase, transfer of ownership, delivery, licensing, use or processing of BT Equipment and/or BT Provided Equipment or the provision of the Service under this MSA. The Customer shall pay:

(a) any taxes (with regard to the Value Added Tax, please refer to Clause 7.10), including those already paid or payable by BT (other than taxes on income payable by BT) and

(b) any related interest and penalties which have not been caused by BT for the goods and/or Services supplied on the basis of this MSA, except to the extent a valid exemption certificate is provided by the Customer to BT prior to the supply of the goods or the Services.

7.9 In the event that payment of any amount of the Charges becomes subject to withholding tax, levy or similar payment obligation on sums due to BT under the MSA such withholding tax amounts shall be borne and paid for by the Customer in addition to the Charges. The Customer shall provide BT free of charge with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the Customer.

7.10 The Customer shall pay any Value Added Tax in addition to the Charges, unless such Value Added Tax is to be borne by the Customer in accordance with Art. 194 to 200 of the EU Directive on the common system of value added tax as the person to whom the Services are supplied (in the sense of the reverse charge procedure within the framework of an intra-community acquisition) and paid directly to the relevant competent fiscal authority.

7.11 The invoice will be made available to the Customer in electronic form in the Customer's dedicated invoice account through which the Customer can download and print out the invoice. BT will provide the Customer with a User Name and Password to access its invoice account. The Customer's receipt of the invoice already takes place with the entry of the invoice in the invoice account. The Customer will therefore check its invoice account on a regular basis. BT will inform the Customer of the entry of the relevant invoice in the Customer Account via email. The Customer may also instruct BT in writing to send the invoice data via X.400 to the Customer's EDIFACT account. In case the invoice data is sent to the invoice account as well as to the EDIFACT account, the receipt of the invoice is with the entry in the invoice account.

7.12 At the Customer's written request, BT will consider whether it is practicable (taking into account capability and the cost of doing so) to render invoices in a currency other than Euro. If BT considers that it is practicable to do so, it will invoice in local currency and Charges will be due in local currency provided, however, that the Customer's invoices will be calculated in Euro and Charges for individual items will continue to be shown in Euro. The total sum due to BT (inclusive of applicable Taxes) will be converted by BT to the Customer's currency of choice. Such conversion shall be effected on the basis of the reference currency rate (closing rate) of the agency "The WM Company/Reuters" (World Market Closing FX Rates), applicable on the last Business Day of the month preceding the month in which the invoice is issued.

7.13 The Customer shall state objections against the invoiced amounts in writing within eight (8) weeks after the receipt of the invoice to the Customer Service designated on the invoice. The compliance with the deadline set forth in sentence 1 shall be subject to such objections being received by the Customer Service within such deadline. The failure to make objections in due time shall be deemed an approval of the Customer. In its invoices BT shall indicate the legal consequences of a failure to make any objection in due time. The mere withholding of the payment shall not be deemed to be an objection. Where the Customer submits a well-founded objection after the deadline has expired, the Customer's statutory rights shall remain unaffected.

7.14 If no traffic data is stored for technical reasons or in the event that, after the Customer having not stated any objections, stored traffic data have been deleted after



expiration of the period defined in Clause 7.13 or on the basis of legal obligations, BT shall not be obliged to itemise or furnish information on individual calls. The same shall apply if the Customer, after being expressly notified of the consequences pursuant to Sentence 1, has requested that traffic data be deleted or not stored.

7.15 BT may subject the further performance of the Services to the provision and maintenance of an adequate security relating to all due Charges under the MSA through a guarantee of a bank located in the EU if the Customer is in delay with the payment of Charges or if it becomes known through information of a credit agency that the credit rating of the Customer has deteriorated in such way that justified doubts exist as to the creditworthiness of the Customer.

7.16 Without prejudice to any other provision of the MSA, in the event that the Customer fails to pay amounts payable under the provisions of the MSA, BT reserves the right, as provided in Sec. 45k of the German Telecommunications Act (Telekommunikationsgesetz -"TKG"), to suspend the utilisation of the Service by the Customer in whole or in part (barring).

8 Intellectual Property Rights

8.1 All IPR of either Party either pre-existing or created by either Party during or arising from the performance of this MSA shall remain the absolute property of that Party or its licensors.

8.2 Without prejudice to any open source software licence terms, which terms shall apply independent of this licence grant, 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 MSA, any third party terms and conditions that apply to the use of the Software, and associated documentation, solely as necessary for receipt or use of the Services. The term of any licence granted by BT under this Clause 8.2 is coterminous with the term for the Service with which the Software is associated.

8.3 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.

8.4 If third party software is to be provided by the Customer, the Customer shall be responsible for ensuring that it has the appropriate number and type of software licences and that any applications are compatible with the Service.

9 Infringements of Intellectual Property Rights

9.1 BT defends the Customer against claims arising from alleged infringements of any third party's intellectual property rights by reason of BT's provision of the Service, and indemnifies the Customer within the limits of the limitations of liability agreed in Clause 10 in this respect. This indemnity shall be subject to the Customer:

- (a) notifying BT promptly in writing of any alleged infringement
- (b) making no statement relating to the alleged infringement
- (c) allowing BT to conduct all negotiations and proceedings and giving BT all reasonable assistance in doing so (with BT paying the Customer's reasonable expenses for such assistance) and
- (d) allowing BT to modify or replace the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification or replacement does not materially affect the quality of the Service.

9.2 If the Service becomes, or BT believes it is likely to become, the subject of a claim of infringement of any intellectual property rights as referred to in Clause 9.1, BT, at its option and expense, may secure for the Customer a right of continued use or modify or replace the Service pursuant to Clause 9.1 (d) so that it is no longer infringing.

9.3 The indemnity set out in Clause 9.1 shall not apply to claims or proceedings arising from: (a) use of any BT Equipment, Services 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 or any Software; (c) Content, designs or specifications supplied by or on behalf of the Customer; or (d) use of the Service or any Software other than in accordance with the MSA.

9.4 The Customer shall indemnify and hold BT harmless against all such claims, losses, costs and liabilities arising from the matters set out in Clause 9.3 (a), (b), (c) and (d) above that are attributable to the Customer or its agents or Users and will, immediately upon notification of any such claim by BT, cease any activity that gave rise to the claim.

10 Liability

10.1 If BT provides telecommunications services to the public (Telekommunikationsdienste für die Öffentlichkeit), BT shall be liable for financial losses not caused intentionally only to the extent provided in Sec. 44a TKG.

10.2 For damages that do not fall within the scope of application of Clause 10.1 the following shall apply:

10.2.1 BT shall be fully liable for damages occurred due to wilful misconduct or gross negligence, assumption of a guarantee of quality and/or durability (Beschaffenheits und/oder Haltbarkeitsgarantie) as well as fraudulent concealment of a defect.

10.2.2 In case of simple negligence BT shall be fully liable for death or personal injury. In all other respects, BT shall be liable in case of simple negligence only for breaches of a cardinal obligation (Kardinalpflicht) and only for foreseeable damages typical for this kind of agreement. A cardinal obligation means an essential contractual obligation of which the fulfilment is a precondition for the proper performance of the agreement and may be usually relied upon by the Customer.

10.2.3 The liability for the foreseeable damages typical for this kind of agreement in the event of a breach of a cardinal obligation pursuant to Clause 10.2.2 shall be limited to € 250,000 per damaging event and to € 1,000,000 for all damaging events occurring within one contract year.

10.3 To the extent that a liability of BT for damages caused by simple negligence does not follow from the Clauses 10.1 and 10.2 above, BT shall not be liable for such damages.

10.4 A strict liability of BT for any defects existing upon conclusion of the contract as provided in Sec. 536a BGB shall be excluded. Clauses 10.1 to 10.3 shall remain unaffected.

10.5 The liability pursuant to the provisions of the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

11 Limitations of the Obligation to Perform: Force Majeure / Reservation as to Availability of Supplies

11.1 Neither Party shall be liable for 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, particularly including severe weather, flood, landslide, earthquake, storm, lightning, fire, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, sabotage, interruptions of energy supply, expropriation by governmental authorities ("**Force Majeure Event**").

11.2 BT's obligation to perform is also subject to the proper and timely availability of supplies with products or advance performances provided by the suppliers of BT. However, this shall be subject to BT having concluded with due care a congruent covering transaction with the respective supplier and the improper or untimely supply being not attributable to a fault of BT. Products or advance performances in terms of



Sentence 1 shall include, but are not limited to the transmission lines rented by BT from other suppliers of telecommunications services, supplies of hardware or software or other technical services from third parties (e.g. energy supplies).

12 Regulatory Obligations

12.1 Export Control

The Parties acknowledge that the Services provided under the MSA or products, software, and technical information supplied in connection with the provision of services may be subject to export laws and regulations of the USA and other countries, and any use or transfer of such products, software, and technical information must be in compliance with all such applicable export laws and regulations. The Parties undertake not to use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export laws and 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.

12.2 Regulatory Change

12.2.1 In the event that that a Regulatory Change that relates only to the telecommunications and networking sector as a whole (hereinafter a "**BT Regulatory Change**") is proposed or occurs, BT shall notify the Customer without undue delay after it becomes aware of the proposed or actual BT Regulatory Change and shall bear the cost and expense of compliance of that BT Regulatory Change.

12.2.2 In the event that that a Regulatory Change that relates to the sector, geography or industry in which the Customer operates (hereinafter a "**Customer Regulatory Change**") is proposed or occurs, the Customer shall notify BT without undue delay after it becomes aware of the proposed or actual Customer Regulatory Change and shall bear the cost and expense of compliance of that Customer Regulatory Change.

12.2.3 In the event that the Customer fails to comply with any of its obligations in 12.2.2 above, BT shall be relieved from any contractual obligation to comply with such Customer Regulatory Change.

13 Transfer / Assignment

13.1 To the extent that the MSA provides the purchase of Services by Affiliates of the Customer located outside of Germany, BT shall be entitled to provide the Service through an Affiliate of BT and/or another service provider that has the licences, permits and/or notifications required in the relevant country to provide the Service. The Customer is aware of the fact that BT itself does not provide any telecommunications services outside Germany. BT shall be entitled to transfer parts of the MSA to the relevant Affiliate of BT or the relevant service provider for the above mentioned purpose. BT shall notify any such transfer to the Customer in writing in advance.

13.2 The assignment or transfer of claims, rights and/or obligations arising from the MSA by the Customer shall be subject to the prior written consent of BT which shall not apply to the assignment of claims for money pursuant to Sec. 354a of the German Commercial Code (Handelsgesetzbuch).

13.3 BT may provide Services under this MSA through subcontractors without being relieved from any of its obligations to the Customer.

14 Term and Termination

14.1 Term and Termination of the MSA

The MSA shall come into effect for an unlimited period when signed by both parties. The MSA may be terminated by either Party subject to three (3) months' notice to the end of a calendar month, but no earlier than to the end of the month in which all individual contracts have been terminated.

14.2 Term and Termination of the Individual Contract

Unless otherwise agreed in the Order Form, every individual contract or order shall be subject to a Minimum Period of Service of twelve (12) months starting on the Operational Service Date.

After expiration of the Minimum Period of Service, the individual contract shall be renewed by twelve (12) months in each case, unless it is terminated by either Party to the end of a calendar month following the end of the Minimum Period of Service or the applicable renewal period subject to three (3) months' notice.

14.3 Termination without Notice

14.3.1 Either Party may terminate the affected individual contract without notice:

- (a) if a force majeure event prevents the other Party from fulfilling all of its contractual obligations or a substantial part thereof in relation to the relevant Service for an uninterrupted period of thirty (30) days; or
- (b) if statutory provisions or administrative or judicial decisions of any kind result in the Service becoming unlawful; or
- (c) if necessary official permits are not on hand or become ineffective and the Party relying on these permits is not responsible for this fact.

14.3.2 Other rights of the Parties to terminate the MSA or the individual contract for good cause shall remain unaffected.

14.4 Form of the Notice of Termination

Any notice of termination shall require written form and shall be exclusively addressed to BT (Germany) GmbH & Co. OHG, Billing, Barthstr. 4, 80339 München (Germany).

15 Contact Details / Service Desk / Prioritization of faults

15.1 The Customer shall provide to BT names and contact details of the individual(s) who are authorized to act on behalf of the Customer for all matters in connection with the Service ("**Customer Contact**"). The Customer Contact shall in particular:

- be available at all times and provide reasonable assistance as requested by BT during and after the first-time delivery of the Service delivery or during other installation work carried out by BT;
- take incident reports from Users;
- report incidents to the Service Desk using the procedure for reporting incidents and be available for all incident management communications.

15.2 Service Desk

BT operates a Service Desk (formerly "**Service Center**" or "**Customer Care Management**" ("**CCM**")) that provides service to the Customer at seven days per week from 0:00 AM to 12:00 PM. The Service Desk allows for reporting and tracking incidents. The contact details for the Service Desk will be notified separately by BT.

In case of reported Incidents of Priority 1 and Priority 2, the Customer shall transmit its incident report not only via email or fax to BT, but to report these incidents in addition by telephone.

15.3 Prioritization of faults

BT will determine the priority with the fault report according to the table below and will afterwards open a corresponding Trouble Ticket.

15.4 Priority Definition

Priority 1: A fault resulting in a loss of operation for which BT cannot provide an alternative solution.

Priority 2: A fault resulting in a restriction of operation for which BT cannot provide an equivalent alternative solution. This fault results in a partial impairment of the Customer's business operations.

Priority 3: A fault resulting in a restriction of operation that has only slight impacts on the Customer's business operations, or



for which a temporary alternative solution is available. The Customer may largely continue its business operations.

Priority 4: Other faults.

16 Confidentiality

16.1 The receiving Party shall keep in confidence all Confidential Information obtained from the disclosing Party in relation to the 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 disclosing Party. This includes in particular trade and business secrets of the disclosing Party. The Parties are aware that these trade and business secrets have an essential commercial value for the disclosing Party, are protected by suitable secrecy measures on the part of the disclosing Party and were previously neither known in detail nor in their entirety nor have they been readily accessible and for their secrecy is a legitimate interest.

16.2 "**Confidential Information**" means, in particular, any offer, contract document (including drafts), documentation, report, technical or business information, software, data, sketches, plans, descriptions, specifications, measurement results, calculations, samples, findings or processes as well as trade and business secrets as set out in the Law to protect trade and business secrets (GeschGehG) communicated by one Party to the other in writing, orally or otherwise and identified as "Confidential", or where the confidentiality results from the circumstances.

16.3 This Clause 16 shall not apply to Confidential Information which is:

- (a) in the public domain other than in breach of the MSA;
- (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 confidential information obtained under the MSA.
- (e) legally required to be disclosed.

16.4 The receiving Party shall, for a period of three (3) years following the expiration or termination of the MSA (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 the MSA. The receiving Party undertakes not to reverse engineer, disassemble, decompile or dismantle prototypes, objects or software which it receives or has received from the disclosing Party, unless such dismantling is necessary to achieve the purpose of the MSA, which the receiving Party must prove. The receiving Party shall return or destroy any confidential information upon the request of the disclosing Party.

16.5 It is acknowledged by the Parties that a violation of this Clause 16 would cause irreparable harm to the disclosing Party, for which monetary damages may be inadequate and injunctive relief may be available.

16.6 Neither Party shall make any public announcement concerning the performance of the Services or use the other's name for promotional, endorsement or marketing purposes, without the other Party's prior written consent.

17 Data Protection

17.1 Each Party shall comply with the applicable data protection legislation. The Customer shall fulfil all the legal requirements necessary for BT to provide the Services to the Customer. This includes especially providing any notifications and obtaining any sufficient consents and authorizations, under any applicable laws, from any relevant data subject when sharing personal data. The Customer agrees and undertakes to only disclose to BT the personal data that BT requires to perform the Services.

17.2 Each Party shall be responsible for implementing all technical and organizational 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 MSA.

17.3 The Customer acknowledges and agrees that BT may need to collect, process and use personal data with BT's Affiliates and suppliers and/or subcontractors, especially to:

- (a) administer, track and fulfil orders for a 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 with the Service, either remotely or at the sites;
- (e) administer access to online portals relating to the Service;
- (f) compile, dispatch and manage the payment of invoices;
- (g) manage the MSA and resolve any disputes relating to it;
- (h) respond to general queries relating to the Service; or
- (i) comply with applicable law and any regulatory obligations.

17.4 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.

17.5 For BT to provide a Service, personal data may be transferred to other BT Affiliates and/or suppliers/subcontractors, within or outside the country of origin, to the extent necessary to allow BT to fulfil its obligations under this MSA and notably to carry out the activities detailed in this Clause 17. The Customer appoints BT to perform each transfer in order to provide the Services and by that BT will rely on appropriate transfer mechanisms permitted by applicable 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.

17.6 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.

17.7 Where BT acts as a processor, the Parties undertake to conclude an agreement complying with the requirements of Article 28 GDPR for the commissioned data processing in order to specify the mutual obligations ("**the Data Processing Agreement**"). The subject matter, duration, nature and purpose of the processing, the type of personal data and categories of data subjects will be set out in the applicable Data Protection Agreement.

17.8 Where each Party acts as a controller in relation to the processing of personal data under this Agreement, the Parties will not act as joint controllers for the purposes of Article 26 GDPR in relation to such processing.

18 Provision of Consultancy Services

18.1 BT provides Consultancy Services in accordance with the arrangements and procedures as agreed upon in a SoW.

18.2 While BT shall use its reasonable endeavours to achieve any time scales projected in connection with the Services, it is agreed that any such estimates are to some extent outside BT's control and much will depend on the accuracy and completeness of the information supplied to BT as well as the



degree of assistance given by the Customer and the way in which any results of the Services are used. BT shall not be responsible for the way in which the Customer uses any results of the Services.

18.3 If the Parties have agreed that the Services will be provided in phases, BT shall be entitled to postpone commencement of the Services related to a certain phase until the results of the preceding phase have been approved in writing by the Customer.

18.4 If any of the circumstances in which the SoW was to be performed should change after it has been concluded (such as delays, failure to make available (in a proper manner) requested information and documents, further requests by the Customer etc.) and such change cannot be attributed to BT and/or its Affiliates or subcontractors, BT may make all such amendments to the SoW as will be necessary to adhere the agreed (quality) standards of work. If such amendment will result in additional costs or work the Customer shall be duly informed and the Customer agrees to pay for such costs or work.

19 Governing Law and Jurisdiction

The MSA shall be governed by German law. The application of the conflict of law rules of internal private law referring to another jurisdiction and of the UN Convention on Contracts for the International Sale of Goods shall be excluded. The place of jurisdiction for all disputes arising out of or in connection with the MSA shall be Munich.

20 Miscellaneous Provisions

20.1 **Entire Agreement:** This MSA supersedes all prior oral or written understandings and/or representations between the Parties and constitutes the entire agreement between the Parties with respect to its subject matter.

20.2 **Written form:** Any modification of the MSA shall be made in writing. This requirement shall also apply to the waiver of written form.

20.3 **Severance:** If any provision of the MSA is held to be invalid or unenforceable, it shall be severed from the MSA and the remaining provisions shall remain in full force and effect.

20.4 **Legal and Regulatory Compliance:** The Parties undertake to comply with any laws and regulations applicable in any country where Service is provided.

20.5 **Anti-Corruption and Bribery Act Compliance:** In connection with any actions or activities associated with the MSA 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, 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 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.

20.6 **Language:** The authentic language of this MSA is English. In case of conflict between this MSA and any translation, the English version will take precedence.