



The following Terms and Conditions shall apply in addition to the conditions as described in the SOW.

### 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 each agreed SOW and these General Terms and Conditions as accepted by the Customer by signature thereof;

**"BT"** means the relevant BT entity as stated on the SOW;

**"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 SOW;

**"General Terms and Conditions"** means these General Terms and Conditions for Consultancy;

**"Services"** means the IT and consultancy services to be provided by BT as further detailed in the SOW;

**"Statement of Work"** or **"SOW"** means the document forming part of the Agreement describing in detail the Services to be provided by BT, the applicable pricing, duration and any other specific conditions.

### 2 Description of the Consultancy Services

BT shall provide the Customer, who accepts, with the Services as detailed in the SOW.

### 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. The Customer's general terms and conditions shall not apply to the Agreement. In the event of a conflict among the documents constituting the Agreement, the SOW shall prevail over these General Terms and Conditions.

Without prejudice to the provisions set forth in this document, the Customer agrees that BT can validly organize its order and implementation process through the electronic exchange of documents.

### 4 Provision of Consultancy Services

4.1 The Customer requests BT to provide 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 the SOW. All Services will be performed on the basis of an obligation to perform to the best of one's ability, unless and in so far as a result has been promised explicitly by BT in the SOW and the result concerned has been sufficiently defined.

4.2 While BT shall use its reasonable endeavours to achieve any time scales or any results 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. Accordingly, BT does not guarantee that the Services will be completed within such time scales or will achieve such results and shall not be responsible for the way in which the Customer uses any results of the Services.

4.3 BT warrants that it has the full capacity and authority and all necessary licenses, permits and consents to enter into and to perform the Agreement.

4.4 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.

4.5 If 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.

4.6 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) 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 to 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.

4.7 The Customer shall guarantee the correctness, completeness and reliability of the information and documents provided to BT, including if these originate from third parties.

4.8 In the event the Customer would require from BT to provide equipment and/or maintenance/support, this shall be subject to a separate order whereby separate terms and conditions shall apply.

### 5 Personnel

5.1 BT warrants that its personnel is fully qualified to perform the Services and shall use its reasonable endeavours to minimise changes of personnel who are assigned to perform the Services. However, BT reserves the right to determine which BT personnel are suitable to perform the Services and to replace, whether permanently or temporarily, such personnel during the period of the Services and, if necessary to sub-contract any part of the performance of the Services.

5.2 If the SOW has been entered into with a view to performance by a certain person, BT shall at all times be entitled to replace this person by one or more other persons possessing the same qualities, following consultation with the Customer.

5.3 During the term of the SOW and for one (1) year after it is terminated, the Customer shall not, unless it receives prior written permission from BT, take on any employees of BT or engage any self-employed consultants who were involved in executing the Agreement, or otherwise have these employees or consultants work for it, either directly or indirectly. In case of non-compliance with this obligation, the Customer shall pay to BT a penalty of EUR 25,000 per infringement, a penalty which shall become due immediately, without any further notice or court intervention.

### 6 Term

BT shall commence providing and charging the Services as specified on the SOW. The Services shall be provided during the term as set out in the SOW, subject to early termination in accordance with Clause 11 (Termination) hereof or earlier completion of the Services. Any extension of the Agreement is subject to a written agreement between the parties.



### 7 Office Facilities and Access

- 7.1 The Customer shall, on BT's request, 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 the Agreement.
- 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.
- 7.3 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.
- 7.4 Unless otherwise agreed in writing, BT shall be entitled to dispose of any items received from the Customer in connection with the Agreement at BT's discretion and at the Customer's risk, subject always to the provisions of Clause 9 (Confidentiality) hereof.

### 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 SOW to which these conditions are applicable or agreed separately in writing. Unless otherwise stated in the SOW, charges shall be invoiced monthly. For all prices not included in the SOW, the BT standard prices (which are available upon the Customer's request) shall be applicable.
- 8.2 Travelling, accommodation, subsistence and other expenses properly incurred by BT in connection with the Services, shall, unless otherwise agreed in the SOW, be chargeable to the Customer.
- 8.3 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 as set forth in Clause 8.4 below) 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 seven 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 an invoice:

- this shall be considered as a material breach of the Agreement;
  - BT shall have the right to immediately suspend the provision of the Services if the invoice remains unpaid five (5) days after BT has sent out a proof of default.
- 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 (e.g. 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 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.
- 8.6 If, 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, the Customer shall pay for that work or performance according to BT's standard rates applicable at the time the work is performed or other performance is rendered (BT's standard rates are available upon the Customer's request). Expanding or modifying a system analysis, a design or specifications shall also constitute additional work. BT shall never be obliged to satisfy such a request, and it may require a separate written agreement to be concluded to this end.
- 8.7 Unless otherwise specified in the SOW:
- Services shall be provided during Business Hours.
  - Services provided outside Business Hours may only be provided by mutual written consent and following percentages rates shall apply on the hourly rates:
    - 150% for Saturdays and week days between 6.00 pm and 8.00 am;
    - 200% for Sundays and public holidays.
- 8.8 For projects, the Customer shall pay for the Services in accordance with the following milestones unless otherwise agreed:
- 40% of total order value: at ordering;
  - 55% of total order value: at the agreed milestones
  - 5% of total order value: after full acceptance of the project [to be confirmed by billing].
- 8.9 For any Services lasting more than one (1) year, BT is entitled to increase its Charges annually (first time after 12 months and thereafter at each anniversary date) during the duration of this Agreement in line

with the Luxembourg Consumer Price Index. The aforementioned price increases are all subject to a three months' notice period.

- 8.10 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.
- 8.11 Except if otherwise agreed in the SOW, before executing the Agreement or continuing to perform under the Agreement, BT shall be entitled to demand a financial security – such as a down payment or a bank guarantee – to ensure that the Customer complies with its obligations (of payment). In case the credit limit would be exceeded or security would not be provided by Customer, this shall be considered as a material breach of the Agreement.

### 9 Confidentiality

- 9.1 A party shall keep in confidence all information obtained from the other 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 other party.
- 9.2 This Clause 9 shall not apply to information which is:
- in the public domain other than in breach of the Agreement;
  - in the possession of the receiving party before such divulgence has taken place;
  - obtained from a third party who is free to divulge the same; or
  - developed by the receiving party independently of and without access to confidential information obtained under the Agreement.
  - legally required to be disclosed.
- 9.3 The receiving party must, for a period of three (3) years following the expiration or termination of the 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 the Agreement. The receiving party shall return or destroy any confidential information upon the request of the disclosing Party.
- 9.4 It is acknowledged by the parties that a violation of this Clause 9 would cause irreparable harm to the disclosing party, for which monetary damages may be inadequate and injunctive relief may be available for a breach of this Clause 9.
- 9.5 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.

### 10 Intellectual Property Rights

- 10.1 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 Service or otherwise generated 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 10.1 remains valid during the whole intellectual property protection duration as defined in the applicable law.

- 10.2 Neither party may use any marks of the other party, except if agreed by written consent.
- 10.3 BT shall 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 Services. As a condition of this indemnity the Customer must:
- notify BT promptly in writing of any allegation of infringement;
  - make no admission relating to the infringement;
  - 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
  - allow BT to modify or replace the Services, or any item provided as part of the Services, so as to avoid the infringement, provided that the modification or replacement does not materially affect the performance of the Service.
- 10.4 If the Services become, or BT believes they are likely to become, the subject of an allegation or claim for infringement of any intellectual property rights as referred to in Clause 10.3, BT, at its option and expense, may secure for the Customer a right of continued use or modify or replace the Services, as set forth in Clause 10.3(d), so that it is no longer infringing. If neither of those remedies is available to BT on reasonable terms, BT may so notify the Customer and terminate such infringing Services without penalty or liability to either party.
- 10.5 Without prejudice to any mandatory provisions of the applicable law, the indemnity and remedies in Clauses 10.3 and 10.4 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 Services, the use of the Services in conjunction with other equipment, software or services not supplied by BT or to infringements occasioned by work done by BT in accordance with directions or specifications given by the Customer or designs made by, or on behalf of, the Customer, including any part of the Services designed to the Customer's specifications. The Customer shall indemnify and hold BT harmless against all claims, proceedings and expenses arising from such infringements and shall immediately cease any activity which gives rise to the alleged infringement.

### 11 Termination

- 11.1 Without prejudice to other rights, either party may forthwith terminate the Agreement if:
- the other party commits a material breach of the Agreement and has failed to rectify the breach within fourteen (14) days after the terminating party has given its notice of default ; or
  - 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).
- 11.2 Each party may early terminate this Agreement (or any order for Services under the Agreement) for convenience by written notice to the other party. The exact notice period for such termination shall be specified in the SOW depending of the nature of the Services. In case of early termination by the Customer, such termination will be subject to:
- (a) payment by the Customer to BT of any outstanding charges; and
- (b) payment of the applicable termination charges, being the full contract price as stated in the SOW.

## 12 Limitation of Liability

- 12.1 BT accepts liability for errors or omissions in the provision of the Services and its own gross negligence exclusively to the extent stated in sub-Clauses 12.2, 12.3, 12.4 and 12.5 but not otherwise. Except where expressly contained in this Clause 12, BT has no duty or liability in contract or otherwise.
- 12.2 In any event BT's liability in contract and torts or otherwise for errors or omissions in any part of the Services which may arise from any failure by BT to exercise its reasonable skill and care shall be limited to the provision of Services of the same nature as those originally provided in order to correct such errors or omissions free of charge to the Customer provided BT is notified of the errors or omissions within one (1) month following completion of such part of the Services. BT does not accept liability resulting from decisions made by the Customer based on Services performed by BT.
- 12.3 Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence.
- 12.4 Subject to Clause 12.3, neither Party shall be liable to the other, whether in contract, tort, under statute or otherwise howsoever arising under or in connection with the Agreement (including in each case negligence): (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 or corruption or destruction of data; except if this was explicitly part of the Services; (c) any special, indirect or consequential loss or damage whatsoever; and/or (d) any loss arising from the transmission of viruses except if this was explicitly part of the Services, in all cases set out in this Clause 12.4, whether or not that Party was advised in advance of the possibility of such loss or damage.
- 12.5 If a party is in breach of any obligations under the Agreement (or any part of it) or if any other liability is arising (including liability for negligence or breach of statutory duty) then, subject to Clauses 12.1, 12.2, 12.3 and 12.4, such party's liability to the other party shall be limited to Euro 150,000 for any one event or series of connected events and to Euro 300,000 for all events (connected or unconnected) in any period of twelve (12) consecutive calendar months.
- 12.6 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.
- 12.7 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 Status of BT

- 13.1 BT is an independent contractor without authority to bind the Customer by contract or otherwise and neither BT nor any other member of BT's personnel nor its subcontractors are agents or employees of the Customer by virtue of the Agreement.
- 13.2 BT shall at all times exercise the employer's authority and the control over the consultant(s) without any interference by the Customer. The Customer shall not be entitled to give instructions to the consultant made available by BT (i) unless and to the extent that such right to give instructions is explicitly and in a detailed fashion set forth in the SOW (or any other written document agreed upon between the parties); or (ii) unless it relates to the employee's well-being at work. If such right to provide instructions is provided in the SOW (or any other written document), the Customer shall at all times adhere in practice to the instruction rules set forth in the SOW (or any other written document). The Customer confirms that its right to give instructions, if any, shall under no circumstances undermine BT's authority as an employer of the consultant. The Customer hereby confirms to comply with all obligations set forth in the law on temporary work, temporary agency work and the posting of workers to the benefit of users (as amended from time to time). The Customer shall fully indemnify BT and hold BT harmless for its non-compliance with this Clause 13.2.
- 13.3 BT acknowledges that it has sole responsibility in relation to payment, workers' compensation and taxes (including social security contributions) incidental to employment in respect of consultant(s) (and any other member of its own personnel) in accordance with the applicable law(s) and regulations. BT further acknowledges that neither it, nor its personnel have, pursuant to the General Terms and Conditions and SOW, any entitlement from the Customer in relation to any form of employment or related benefit.

## 14 Assignment

- 14.1 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.

- 14.2 The Agreement will be binding on, and inure to the benefit of, the parties and their successors and permitted assigns.
- 14.3 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. The Customer agrees and understands that it may need to interact directly with a subcontractor for ordering, provisioning or maintaining the subcontracted Service.

## 15 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.

## 16 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.

## 17 Notices

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

## 18 Data Protection

### 18.1 Customer Data

- (a) 'Customer Data' means any data provided or made available by the Customer to BT under or in accordance with this Agreement for the provision of the Services, including Customer Service Operational Data.
- (b) 'Customer Service Operational Data' means all the contact information provided by the Customer to BT which is operationally required for BT to enter into contact with the Customer for the provision of the Services such as email addresses, IP addresses, contact names, site addresses, telephone and fax numbers.
- (c) Notwithstanding any other provision in this Agreement, the Customer agrees that, for BT to provide the Services, Customer Data may be: (i) held on a variety of systems, networks and facilities worldwide including systems and databases used by BT help desks, service desks and/or network management centres used for providing the Service and/or used for billing, sales, technical, commercial

and/or procurement purposes; (ii) located, hosted, managed, accessed or transferred worldwide; and (iii) provided or transferred by BT to any Affiliate, subcontractor or supplier worldwide to the extent necessary to allow that Affiliate, subcontractor or supplier to perform its obligations in respect of the Services.

- (d) BT will only process Customer Data to the extent necessary to provide the Services and/or Products in accordance with this Agreement and will implement and maintain measures, in accordance with its security policies as amended from time to time, to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.
- (e) BT shall only use Customer Service Operational Data to enter into contact with the Customer for reasons related to the provision of the services.

### 18.2 Personal Data

18.2.1 In this Agreement, the following terms each have the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679) (hereinafter "GDPR"): "Binding Corporate Rules", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority".

"Sub-Processor" means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of the Agreement; "Customer Personal Data" means only the proportion of Personal Data where the Customer is the Controller and that BT needs to Process on the Customer's behalf as a Processor in providing the Services to the Customer under the Agreement; and "EU-US Privacy Shield" means a legal framework adopted by the European Commission in its adequacy decision of 12 July 2016 that ensures an adequate level of protection for Personal Data transferred from the European Union to organisations in the United States that have self-certified to the EU-US Privacy Shield.

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

- 18.2.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
- 18.2.2.2 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.

18.2.3 BT may be both Controller and Processor under the Agreement.

18.2.4 Where BT acts as a Controller:

18.2.4.1 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:

- (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 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 the Agreement; and
- (i) comply with applicable law.

18.2.4.2 BT will Process the Personal Data in accordance with applicable data protection legislation, as set out in the BT Privacy Policy and, where applicable, BT Group's Binding Corporate Rules; and

18.2.4.3 BT may, from time to time, contact the Customer Contact (as defined in the General Service Schedule), 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.

18.2.5 Where BT acts as a Processor:

18.2.5.1 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;

18.2.5.2 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 18.2.5.10, 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. if an additional instruction or a change to the instructions provided by the Customer in accordance with Clause 18.2.5.10 infringes the data protection legislation, inform the Customer without undue delay and BT 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, that are appropriate to the risk represented by BT's Processing and the nature of the Customer Personal Data being Processed;
- (c) provide notice to the Customer without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;
- (d) only use the Sub-Processors approved by the Customer by entering into the Agreement or in accordance with Clause 18.2.5.8; 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 (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 (b);

18.2.5.3 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;

18.2.5.4 BT will make available to the Customer the information demonstrating BT's compliance with its obligations set out in Clause 18.2.5 and, subject to thirty (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 Hours;
  - iii. not interfere with the interests of BT's other customers;
- iv. not cause BT to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and
- v. not exceed a period of two successive Business Days;
- (b) the Customer (or its third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and
- (c) the Customer will reimburse BT's reasonable costs associated with the audit and, where BT conducts an audit of its Sub-Processors to demonstrate BT's compliance with its obligations set out in Clauses 18.2.5, those of its Sub-Processors.

18.2.5.5 BT may demonstrate its compliance with its obligations set out in Clause 18.2.5 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);

18.2.5.6 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

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

18.2.5.8 BT will inform the Customer of proposed changes to its Sub-Processors from time to time, either by providing the Customer with online access to intended changes, or by such other means as BT may determine and:

- (a) if the Customer does not object to the proposed change within thirty (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 **Error! Reference source not found.**

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 time required by this Clause, the Parties will address the Customer's objection in accordance with the dispute resolution set out in Clause **Error! Reference source not found.** and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with Clause **Error! Reference source not found.**;

18.2.5.9 BT may use Sub-Processors in accordance with Clause **Error! Reference source not found.** and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in Clause 18.2.5 of the Agreement will be imposed on any Sub-Processors;

18.2.5.10 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 to take account of any resulting change in the Charges or the Service;

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

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

18.2.6 Where permitted by applicable law:

18.2.6.1 a Party in breach of the data protection legislation or this Clause **Error! Reference source not found.** will be liable

to the other for any losses, costs and liabilities (including those arising from claims) incurred or suffered by the other Party where those losses, costs and liabilities are caused by, or in connection with, that breach including where the Parties are jointly and severally liable; and

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

18.2.7 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.

18.2.8 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.

18.2.9 BT can be contacted at +352 405 637 231 or the data subject(s) may also consult the public register held by the Commission for Personal Data Protection ([www.cnpd.lu](http://www.cnpd.lu)).

## 19 Law

This Agreement shall be subject to the laws of the Grand Duchy of Luxembourg. Any dispute which cannot be settled amicably shall be submitted to the competent courts of the Grand Duchy of Luxembourg, Luxembourg City.