

# General Terms 通用条款

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## 1. Interpretation/释义

1.1. Capitalised terms used in these General Terms will have the meanings set out in Clause 36:

本通用条款中的大写用语均具有第 36 条所列明的含义：

1.2. Interpretation:

释义：

1.2.1. Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

“包括”、“特别是”、“例如”或任何类似表达的用语应作为说明性词语，不会限制这些用语之前的词语、描述、定义、短语或条款的含义。

1.2.2. Any time a Party's right or obligation is expressed as one that they “may” exercise or perform, the option to exercise or perform that right or obligation will be in that Party's sole discretion.

任何时候缔约方的权利或义务如表述为其“可”行使或履行，行使或履行该权利或义务的决定将由该方自行作出。

## 2. Order of Precedence/优先顺序

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

构成本合同的文件若发生冲突，则针对每项服务适用的优先顺序应依下列降序排列：

2.1. any Annexes;

任一附件；

2.2. the Schedule;

附录；

2.3. these General Terms;

本通用条款；

2.4. any Orders; and

任一订单；及

2.5. if applicable to the Service, the BT Price List.

适用于该项服务的 BT 价目表。

## 3. Commencement and Duration/开始与期限

3.1. The Contract starts on the Effective Date and will continue until all Services are cancelled, terminated or expire in accordance with the Contract.

本合同自生效日期起持续有效，直至所有服务根据本合同约定被取消、终止或届满。

3.2. Each Order will form an amendment to this Contract.

每个订单均视为对本合同的修正。

3.3. On termination or expiry of these General Terms for any reason other than for cause in accordance with Clause 18, all Orders executed prior to the date of termination or expiry will remain unaffected and continue in force until termination or expiry of each Order in accordance with the terms of this Contract.

如本通用条款因任何原因终止或到期（第 18 条所述的因故终止除外），在该终止或到期之前签署的所有订单将不受影响并应继续有效，直至每个订单依照本合同条款终止或到期。

3.4 The Contract is strictly for non-China touching Services where BT China and BT overseas affiliates will source, coordinate and provide all the Orders from Customer from offshore. BT China will issue central billing services for Customer in China. For the avoidance of doubt, no China onshore Services will be provided by BT China under the Contract. The Customer must not use any of the Services in China.

本合同仅适用于非中国联系服务，BT 中国和 BT 海外的关联公司将从海外采购，协调和提供客户的所有海外订单。BT 中国将为客户提供集中的中国账单服务。为免生疑问，BT 不会在本合同项下提供中国境内服务，客户不得在中国使用任何服务。

#### 4. Warranties/保证

- 4.1. BT warrants that it is duly incorporated and has due authorisation to enter into and perform its obligations under the Contract.

BT 保证已正式注册并经正式授权订立及履行本合同项下的义务。

- 4.2. The Customer warrants that it is duly formed and has due authorisation to enter into and perform its obligations under the Contract.

客户保证已正式成立并经正式授权订立并履行本合同项下的义务。

#### 5. BT Obligations/BT 的义务

- 5.1. BT will:

BT 应:

- 5.1.1. provide each Service to the Customer with the care and skill that would reasonably be expected in the circumstances;

向客户提供具备符合所处情况下合理预期的谨慎和技能的服务;

- 5.1.2. comply with all Applicable Law in the provision of the Services;

提供服务时遵守所有的适用法律;

- 5.1.3. comply with and may exercise its rights in the Compliance Obligations; and

遵守并可行使其在合规义务中的权利; 及

- 5.1.4. if applicable to a Service, take reasonable precautions to prevent any unauthorised access by third parties to any part of the communications network provided by BT.

若适用于该服务, BT 将采取合理的预防措施以防止第三方对 BT 提供的通信网络的任何部分进行任何未经授权的访问。

- 5.2. BT may make any change to a Service that does not have a material adverse effect on the performance or provision of the Service including:

BT 可对服务进行任何对服务不产生实质性不利影响的变更, 包括:

- 5.2.1. the introduction or withdrawal of any Service features; or

提供某项新的服务功能或撤销某项已有的服务功能;

- 5.2.2. the replacement of any Service with an equivalent Service.

使用某一等效服务来替换任何服务。

#### 6. Customer Obligations/客户的义务

The Customer will:

客户应:

- 6.1. provide reasonable assistance to and comply with reasonable requests from BT in all matters relating to the Services;

在与服务有关的所有事宜中向 BT 提供合理的协助并遵守其合理要求;

- 6.2. comply with, and ensure that its Users comply with, all Applicable Law and the BT Acceptable Use Policy in the receipt and use of the Services;

遵守并确保其用户在接受和使用服务时遵守所有适用法律和 BT 可接受使用政策;

- 6.3. comply with the Compliance Obligations;

遵守合规义务;

- 6.4. provide BT with all relevant information in relation to health and safety and the environment as well as any other information and materials as BT may reasonably request in order to provide the Services and will ensure that such information is accurate and complete in all material respects; and

向 BT 提供有关健康、安全和环境的所有相关信息, 以及 BT 为提供服务可能提出的合理要求的任何其他信息及材料, 并确保这些信息在所有实质方面都准确完整;及

- 6.5. for Sites not under BT's control, obtain and maintain all necessary consents, licences, permissions and authorisations that are required for the provision of the Services to the Customer at the Site including

consents for any alterations to buildings or entrance to property required from local authorities, landlords or owners for:

对于不受 BT 控制的场地，获得并持有为该场地向客户提供服务所需的所有必要的同意、许可、权限和授权，包括当地主管部门、房东或所有权人所要求的任何变更建筑物或进入某不动产的同意：

6.5.1. the installation of BT Equipment or Purchased Equipment; or

BT 设备或采购设备的安装；或

6.5.2. the use of the Services over the Customer's network or at a Site.

在客户的网络或场地上使用服务。

## 7. Misuse of a Service/滥用服务

The Customer will indemnify BT against Claims, losses, costs and liabilities arising out of or in connection with any misuse of the Service by the Customer or its Users that is contrary to the BT Acceptable Use Policy.

客户应向 BT 赔偿因客户或其用户违反 BT 可接受使用政策的任何滥用行为引起的或与之相关的索赔，损失，费用和责任。

## 8. Excused Performance/免除履行

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

尽管有第 23 条所规定的不可抗力事件，但当 BT 未能履行或延迟履行是基于以下原因所导致的，BT 将不承担因未能履行或延迟履行本合同项下任何义务（包括为达到服务水平的所有义务）而导致的任何责任：

8.1. any failure or delay by the Customer to perform any of the Customer's obligations under the Contract, in which case the Customer will pay BT for any reasonable costs incurred by BT as a result;

客户未能履行或延迟履行其在本合同下的任何义务的情况。在这种情况下，客户应向 BT 支付 BT 因此所产生的合理费用；

8.2. any act or omission other than on the part of BT, its Affiliates or a subcontractor appointed by it; or  
并非 BT、其关联公司或由其指定的分包商的任何作为或不作为；或

8.3. a regulatory body restricting or preventing BT from supplying a Service.  
监管机构限制或阻止 BT 提供该服务。

## 9. Charges and Payments/费用及付款

9.1. The Customer will be responsible for and will pay the Charges, whether the Service is used by the Customer or another party. This includes all Charges resulting from unauthorised or fraudulent use.

无论该服务是由客户还是第三方使用，客户将负责并支付费用。费用包括未经授权的或欺诈性使用所产生的所有费用。

9.2. BT will invoice and the Customer will pay all Charges in Chinese Yuan (RMB).  
BT 应开具发票。客户应以人民币支付所有费用。

9.3. All Charges will be calculated in accordance with details recorded by, or on behalf of, BT.  
所有费用的计算将根据 BT 或其代表的详细记录为准。

9.4. Where invoices are to be issued online, BT will notify the Customer by email when a new invoice is issued.

当发票是通过网络开具的，则 BT 应在开具新发票时以电子邮件通知客户。

9.5. Subject to Clause 11.1, the Customer will pay each invoice issued by BT, including for any Charges, within 28 days of the date of BT's invoice, in cleared funds without any set-off, counterclaim, deduction or withholding (other than as required by law) into BT's bank account.

在第 11.1 条的约束下，客户应自 BT 开具发票当日起 28 日内依据 BT 开具的发票向 BT 的银行账户支付全部费用，该费用为不包括抵扣、反扣、扣除或扣缴（法律规定的除外）的净付款。

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

费用不包括所有适用的交易税。除非客户在交付任何服务前已向 BT 提供有效的豁免证明，否则客户应在收到有效的税务发票后支付所有交易税，其中包括 BT 已付或应付的交易税，而根据适用法律 BT 有权将该交易税转由客户承担并且通常情况下服务提供商可将该交易税转由客户承担。

- 9.7. If payment of any amount of the Charges is subject to Withholding Taxes, the Customer will gross up its payments by, or indemnify BT for, those additional amounts as are necessary such that the net amounts received by BT after all deductions and withholdings will be not less than what would have been received in the absence of those Withholding Taxes.

若客户支付任何数额的费用需要预扣税，客户应向 BT 支付或补偿必要的额外金额，以使 BT 收到的在所有扣除和扣缴后的净付款不少于在没有预扣税的情况下收到的费用。

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

若客户以任何方式对任何服务的约定结算安排进行任何更改，并且此类更改会对 BT 和/或其关联公司造成额外的交易税和/或预扣税，使其无法完全恢复（包括为遵守任何继而产生的监管要求的结果），则即使本合同有任何其他规定，BT 也可相应地修改此类服务的费用，客户应支付这些额外的费用。

- 9.9. The Charges in Chinese Yuan is calculated against USD using the exchange rate published by Bank of England or other monetary authority ("Base Exchange Rate") nominated in the Order ("Central Bank") on the Order date. The Charges shall be adjusted by BT upward where the Base Exchange Rate varies more than two percentage using the exchange rate published by the Central Bank prevailing on the last business day of the Month preceding the Month of invoice.

人民币的费用是根据英国银行或其他货币当局公布的汇率（“基本汇率”）在订单日期按订单（“中央银行”）提名的汇率计算的。如果基准汇率在发票月份前一个月的最后一个工作日通行的中央银行公布的汇率变动超过两个百分比，则 BT 将向上调整费用。

## 10. Default on Payment/支付违约

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

若客户没有根据第 9.5 条支付任何发票，也没有根据第 11 条对发票提出异议，则 BT 可以：

### 10.1.1. charge the Customer:

向客户收取以下费用：

- (a) a late payment fee, if set out in an applicable Schedule; or

在适用的附录中列明的延迟支付的费用；或

- (b) interest on the unpaid amount at the annual rate of 4 per cent above the Bank of England's base lending rate prevailing at the date of the calculation, or at the maximum rate permitted by Applicable Law, whichever is less, with such interest compounded daily from the due date of the invoice until payment is made in full by the Customer; and

未支付款项的利息，年利率按结算当日英格兰银行的基准贷款利率上浮百分之四计算，或以适用法律允许的最高利率（以较少者为准）；利息自应付款日起至客户完全付款为止按日计算复利；和

- 10.1.2. restrict or suspend any part of a Service relating directly to unpaid amounts until payment has been made in full.

在全额付款前，限制或暂停直接与未付款项相关的服务的任何部分。

- 10.2. Where the Customer makes an aggregated payment in respect of more than one invoice:

若客户对多个发票进行汇总付款，则：

- 10.2.1. the Customer will give BT instructions about which amounts to apply to which invoices; and

客户应就所付发票对应的款项向 BT 进行说明；及

- 10.2.2. if the Customer does not give instructions in accordance with Clause 10.2.1, BT may apply any amount of the aggregated payment to any unpaid invoices at its discretion.

若客户并未根据第 10.2.1 条向 BT 进行说明，则 BT 可自行决定将任何金额的汇总付款用于任何未给付的发票。

- 10.3. The Customer will pay any reasonable costs BT has incurred in recovering the debt, including debt collection agency and legal costs.

客户应向 BT 支付因 BT 催收债务所产生的所有合理费用，包括催收机构的费用及法律费用。

## 11. Invoice Disputes/发票争议

- 11.1. If the Customer disputes an invoice that BT issues before the Customer makes payment, it will provide Notice to BT of the dispute within 28 days of the date of the invoice and will provide all information relevant to the dispute, stating the reasons for and the amount in dispute.

若客户在付款之前对 BT 开具的发票产生争议，应在开具发票当日起 28 天内向 BT 提供有关争议的通知，并提供与之相关的所有信息，并说明争议理由及争议的金额。

- 11.2. If the Customer disputes an invoice that BT issues after the Customer makes payment, the Customer will provide Notice to BT of the dispute within 6 months of the date of the invoice and will provide all information relevant to the dispute, stating the reasons for and the amount in dispute.

若客户在付款之后对 BT 开具的发票产生争议，应在开具发票当日起 6 个月内向 BT 提供有关争议的通知，并提供与之相关的所有信息，并说明争议理由及争议的金额。

- 11.3. The Customer will, in accordance with Clause 9.5, pay all undisputed amounts of an invoice and any disputed amounts that are less than five per cent of the total invoice amount. The resolved amount, if any, is payable immediately.

客户应根据第 9.5 条支付所有无争议的发票款项以及少于发票总金额 5% 的任何争议款项，并应立即支付已解决争议的款项（如有）。

- 11.4. The Parties will follow the dispute resolution procedure in Clause 24.2 and the Customer will pay any resolved amount within seven days after resolution of the dispute.

双方应遵守第 24.2 条约定的争议解决程序，客户应在争议解决后 7 日内支付已解决争议的款项。

- 11.5. Interest charged in accordance with Clause 10. 1 will apply to any resolved amounts payable to BT from the original due date and BT may still charge the Customer a late payment fee or interest on unpaid amounts that are payable from the date that payment was originally due.

根据第 10.1 条约定收取的利息将适用于自原到期之日起算的已解决争议的款项。BT 仍可向客户收取自原应付款之日起至付清未付款项时止的延期付款费用或利息。

## 12. Intellectual Property Rights /知识产权

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

任何一方的知识产权，无论是先前既已存在的，或是一方在本合同期间产生的，或由于本合同的履行而产生，或因与本合同的履行有关而产生的，均为该缔约方或其许可人的绝对财产。

- 12.2. BT will give the Customer a non-transferable and non-exclusive licence to use, solely as necessary for receipt or use of the Services, all Software (in object code form only) and associated documentation



that may be supplied by BT, subject to the Customer's compliance with the Contract and any third party terms that apply to the use of the Software.

仅出于客户接收和使用服务的必要，BT 向客户提供一项不可转让、非独家的许可来使用 BT 提供的所有的软件（仅以目标代码形式）以及相关文档，但客户必须遵守本合同以及适用于软件使用的任何第三方条款。

- 12.3. The Customer will not copy, decompile, 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.

除非 BT 书面明确许可或法律另有规定外，客户不得复制、反编译、修改或逆向开发任何软件，或明知而允许或许可任何其他他人从事以上行为。

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

BT 根据第 12.2 条所授予的任何许可，其有效期将在所适用的服务终止之日时届满。

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

BT 将赔偿并使客户免受第三方对其提起的因接受 BT 所提供的服务而涉嫌侵犯该第三方知识产权的任何索赔并就该索赔为客户辩护，但条件是对每一索赔客户均符合第 22.6 条规定的条款。

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

第 12.5 条所述赔偿不适用于由以下情形引起或与之相关的索赔的任何部分：

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

与非 BT 提供的其他设备、软件或服务结合使用任何服务；

- 12.6.2. any unauthorised alteration or modification of any Services;

对服务进行任何未经授权的更改或修改；

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

由客户提供或代表客户提供的内容，设计或规格；或

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

未依照本合同约定而使用任何服务。

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

客户应向 BT 赔偿可归因于客户、或其代理人、或用户的第 12.6 条所列事项引起或与之相关的所有索赔、损失、费用和责任，并应在收到 BT 通知、获知或基于合理情形能够获知此类行为会造成索赔后，立即停止此类行为。

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

若任一服务成为或 BT 有理由认为其有可能成为第 12.5 条所述的侵犯任何第三方知识产权的主体，则 BT 可自费进行以下行为：

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

确保客户有权继续使用服务；或

- 12.8.2. modify or replace the relevant parts of the Service so that it is no longer infringing, provided that that modification or replacement will not materially affect the performance of the relevant parts of the Service.



修改或更换服务的相关部分使其不再侵权，但条件是该修改或更换不会对服务相关部分的履行产生实质影响。

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

第 12.5 条约定的赔偿和第 12.8 条约定的行为是对客户基于侵犯知识产权引起或与之相关的任何索赔的唯一和排他的补救措施。

### 13. Confidentiality/保密条款

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

双方应对所有向其披露的机密信息进行严格保密，并仅能在以下情况披露机密信息：

- 13.1.1. to those of its employees, agents, Affiliates, officers, directors, advisers and, in the case of BT, its subcontractors and suppliers, who need to know it for the purpose of that Party discharging its obligations or receiving a benefit under the Contract, and will ensure that those employees, agents, Affiliates, officers, directors, advisers and, in the case of BT, its subcontractors and suppliers, comply with the obligations set out in this Clause **Error! Reference source not found.** as though they were a party to the Contract; or

向为履行义务或基于本合同获取利益而需要获知机密信息的雇员，代理人，关联公司，高级人员，董事，顾问（对 BT 来说还包括其分包商和供应商）披露机密信息，并确保这些员工，代理人，关联公司，高级人员，董事，顾问（对 BT 来说还包括其分包商和供应商）遵守第 13 条规定的义务；或

- 13.1.2. as is required by law, any governmental or regulatory authority or by a court of competent jurisdiction.

根据法律、任何政府、监管机构、有管辖权的法院的要求而披露信息。

- 13.2. Upon written request from a Party, the other Party will return or destroy any Confidential Information received from the requesting Party within a reasonable time period.

经一方书面要求，另一方应在合理期限内退还或销毁请求方所提供的全部机密信息。

- 13.3. This Clause **Error! Reference source not found.** will survive termination of the Contract for a period of three years.

本第 13 条约定将在本合同到期后三年内继续有效。

### 14. Data Protection/数据保护

- 14.1. BT may need to collect, Process and use Personal Data in order to:

BT 可基于以下原因收集、处理或使用个人数据：

- 14.1.1. administer, track and fulfil Orders for a Service;  
管理、跟踪和履行某一服务的订单；
- 14.1.2. deliver and commission the Service, either remotely or at the Sites;  
远程或在场交付和从事服务；
- 14.1.3. manage, track and resolve Incidents (as defined in the Schedule) with the Service, either remotely or at the Sites;  
远程或在场管理、追踪或解决服务中的事故（如附录所述）；
- 14.1.4. administer access to online portals relating to the Service;  
管理与服务相关的在线门户网站的访问；
- 14.1.5. compile, dispatch and manage the payment of invoices relating to the Service;  
编写，发送和管理与服务相关发票的付款；
- 14.1.6. manage the Contract and resolve any disputes relating to it; or  
管理本合同并解决合同相关的任何争议；或
- 14.1.7. respond to general queries relating to the Service;

回应有关服务的一般咨询；

14.1.8. comply with legal and regulatory obligations.

遵守相关法律及监管义务。

- 14.2. BT will Process this Personal Data in accordance with applicable Data Protection Legislation. Our relevant privacy policy, which forms part of these General Terms, also governs how we use your Personal Data and includes more details around what we can do with it, your rights and our obligations. You can access our privacy policy as set out at <http://home.bt.com/pages/navigation/privacypolicy.html>.

BT 将根据适用的数据保护法处理相关个人数据。我们相关的隐私政策构成了本通用条款的组成部分，约束我方如何处理贵方的个人数据，同时包含我方使用贵方数据、贵方的权利及我方的义务的更多细节。贵方可在 <http://home.bt.com/pages/navigation/privacypolicy.html> 上查看我方的隐私政策。

- 14.3. BT may be required to share this Personal Data with our Affiliates and other relevant parties, within or outside the country of origin, in order to carry out the activities in this Clause 14, but in doing so, BT will ensure that the sharing and use of this data complies with applicable Data Protection Legislation.

为进行第 14 条所约定的行为，BT 可与在本国或其他国家的关联公司和其他相关方共享该个人数据，在此种情况下 BT 应确保对数据的共享和使用符合适用的数据保护法。

- 14.4. BT may, from time to time, contact the Customer Contact (as defined in the Schedule), 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 related 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.

BT 可不定期地联系客户联系人（由附录定义），或采购或管理服务涉及的其他网络经理或采购经理，提供有关本服务或其他相关服务的补充信息。若这些信息包含市场推广资料，BT 将为接收者提供一种机制，以便其选择今后不再接收此类通信。

- 14.5. The Customer is responsible for complying with all requirements under applicable Data Protection Legislation and for ensuring that all criteria necessary for the provision of the Service by BT (for example notifications, consents etc.) are fulfilled when sharing such Personal Data with BT.

客户有义务遵守适用的数据保护法的所有要求，并确保在与 BT 共享此类个人数据时，满足 BT 提供服务所需的所有准则（如通知、同意等）。

- 14.6. The Customer will ensure that it only discloses to BT the Personal Data that BT requires in order to perform the Service.

客户应保证仅向 BT 披露为其履行服务所需的个人数据。

- 14.7. To the extent that, for the provision of the Service, BT is required to Process Customer Personal Data on behalf of the Customer, BT will:

为提供服务的目的，当 BT 需要代表客户处理客户个人数据，BT 将：

- 14.7.1. only Process the Customer Personal Data on the instructions of the Customer and to the extent necessary for the performance of this Contract;

仅按照客户的指示并在本合同履行所必要的范围内处理客户的个人数据；

- 14.7.2. implement technical and organisational security measures appropriate to the risk represented by the Processing and the nature of the Customer Personal Data, to protect the Customer Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access; and

采取与处理行为和客户个人数据性质相关风险相适应的技术和组织安全措施，以保护客户个人数据免遭意外或非法销毁、或意外丢失、更改、未经授权的披露或访问；及

- 14.7.3. not disclose Customer Personal Data to a third party save as is necessary for the performance of the Service, as otherwise provided under the Contract, or as required by Applicable Law.

除非为履行服务所必需、或本合同另有规定或所适用的法律另有要求外，不向第三方披露客户个人数据。

14.8. Notwithstanding any other provision in the Contract, the Customer agrees that, for BT to provide a Service, Customer Personal Data may be:

尽管本合同另有规定，为使 BT 提供服务，客户同意其个人数据可：

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

被全球范围内的各种系统，网络和设施（包括数据库）使用、管理、访问、转移或持有；及

14.8.2. provided or transferred by BT to any BT Affiliate, subcontractor or supplier worldwide to the extent necessary to allow that BT Affiliate, subcontractor or supplier to perform its obligations in respect of the Service. The Customer appoints BT to perform any such transfer in order to provide the Services, provided that BT takes appropriate steps and enters into appropriate agreements with its BT Affiliates, subcontractors or suppliers, as required, for such transfer to be adequately protected;

为在必要的范围内允许 BT 关联公司、分包商或供应商履行与本服务相关的义务，被 BT 提供或转移给 BT 全球范围内的关联公司、分包商或供应商。客户授权 BT 履行任何此类转移以提供服务，但条件是 BT 应采取适当步骤，并根据要求与 BT 关联公司、分包商或供应商订立适当的协议，使得该转让受到充分的保护；

14.8.3. If relevant, the Customer will ensure that it obtains and/or submit promptly any relevant regulatory approvals and/or notifications that the Customer may be subject to under the Data Protection Legislation.

如适用，客户将确保其获得并/或及时提交客户基于数据保护法所规定的任何相关的监管批准和/或通知。

14.9. The Customer agrees that BT, to the extent permitted by Applicable Law, will not be liable for any Claim arising out of or in connection with any action or omission by BT, to the extent that such action or omission results from:

客户同意，在所适用法律许可的范围内，对于由 BT 的任何作为或不作为引起或与之相关的任何索赔，若基于以下原因造成此类作为或不作为，BT 将不承担责任：

14.9.1. any failure by the Customer to comply with this Clause 14; or

客户未能遵守第 14 条约定；或

14.9.2. BT complying with any instructions from the Customer,

BT 遵守客户的任何指示，

and the Customer will indemnify, hold harmless and defend BT from and against any such Claim brought against BT by any third party, including a Data Subject.

客户将赔偿并保护 BT 免受任何第三方（包括数据主体）对 BT 提出的任何此类索赔。

## 15. Suspension of Service/服务中止

15.1. BT may restrict or suspend any affected Service or part of Service:

BT 可因下列情况限制或暂停任何受影响的服务或部分服务：

15.1.1. to conduct Planned Maintenance, in which case BT will notify the Customer in advance;

进行计划维护，在此情况下 BT 将事先通知客户；

15.1.2. to implement a change in accordance with Clause 5.2, in which case BT will notify the Customer in advance;

根据第 5.2 条实施变更，在此情况下 BT 将事先通知客户；

15.1.3. for any payment default in accordance with Clause 10.1;

基于第 10.1 条的任何付款违约的行为；

15.1.4. if the Customer fails to comply with the BT Acceptable Use Policy; or

若客户未能遵守 BT 可接受使用政策；

15.1.5. if BT reasonably considers that it is required to do so in order to safeguard the integrity or security of its network.

若 BT 合理地认为为了保护其网络的完整性或安全性有必要限制或暂停服务。

15.2. BT will endeavour to notify the Customer in advance of any restriction or suspension for any of the events listed in Clauses 15.1.3 to 15.1.5 as soon as commercially reasonable.

BT 将在商业性合理的情况下，尽快对第 15.1.3 至 15.1.5 条所列事项的任何限制或暂停提前通知客户。

15.3. Where BT exercises its right to restrict or suspend a Service under Clause 15.1 and that right arose as a result of a breach by the Customer:

若基于客户违约而导致 BT 根据第 15.1 条行使相应限制或暂停服务权利的，则：

15.3.1. the Customer will continue to be liable for all applicable Charges for that Service until the Contract is terminated; and

客户将继续承担直至本合同终止所产生的服务相关的费用；及

15.3.2. BT may charge a re-installation fee in order to resume supply of the Service to the Customer.

为向客户恢复所提供的服务，BT 可收取重新安装的费用。

## 16. Order Cancellation prior to the Service Start Date

### 服务开始日期前订单的取消

16.1. The Customer may immediately cancel an Order (or part of an Order) at any time before the Service Start Date by giving Notice to BT.

客户可在服务开始日期前的任何时间通知 BT 立即取消订单（或订单的一部分）。

16.2. If the Customer exercises its right under Clause 16.1, the Customer will pay to BT in accordance with Clause 9.5:

若客户根据第 16.1 条行使其权利，客户将按照第 9.5 条向 BT 支付费用：

16.2.1. any revised Charges that BT may amend to reflect the cancellation's impact on volume commitments or otherwise affecting the agreed Charges; and

任何 BT 变更后的费用，以反映取消订单对承诺用量的影响或其他对约定费用的影响；及

16.2.2. the Cancellation Charges set out in the applicable Schedule, including any reasonable costs payable to a third party or otherwise incurred in relation to preparations made by BT up to the date on which Notice of the cancellation was received.

在适用的附录中列出的取消费用，包括支付给第三方的任何合理费用，或直至收到取消订单通知的日期为止所产生的 BT 筹备工作相关的费用。

## 17. Termination for Convenience /任意终止

Subject to Clause 21, either Party may, at any time terminate without cause:

在第 21 条所述条件的约束下，任何一方均可随时无条件终止：

17.1. the Contract, any Service or any Order:

本合同，任何服务或任何订单：

17.1.1. in accordance with Part A of the Schedule for that Service; or

按照该服务附录 A 部分；或

17.1.2. if not specified in Part A of the Schedule, by giving 90 days' Notice to the other Party.

若附录 A 部分没有规定，则提前 90 日向另一方发出通知。

and each Party will have to pay the other the amounts referred to in Clause **Error! Reference source not found.**

一方须向另一方支付第 21 条所述的金额。

17.2. If the Customer terminates the Contract under this Clause **Error! Reference source not found.**, it will also have to pay BT the Termination Charges.

若客户根据第 17 条终止本合同，则还应向 BT 支付终止费用。

## 18. Termination for Cause/因故终止

Subject to Clause 21, either Party may immediately terminate an affected Service by giving Notice to the other Party if the other Party:

在第 21 条所述条件的约束下，任何一方均可通知另一方立即终止受影响的服务，若另一方：

18.1. commits a material breach that is capable of remedy and fails to remedy the breach within 30 days from the date of the Notice of the breach;

发生可以补救的实质性违约行为，并在通知其违约之日起 30 日内未能补救的；

18.2. commits a material breach that cannot be remedied; or

发生无法补救的实质性违约行为；或

18.3. is affected by an Insolvency Event.

受破产事件的影响。

## 19. Termination for a Force Majeure, Legal or Regulatory Event/因法律监管或不可抗力事件终止

19.1. Subject to Clause 21.1, either Party may terminate the affected Service where a Force Majeure Event has caused a total loss of that Service for a continuous period of more than 30 days by giving Notice to the other Party.

在第 21.1 条所述条件的约束下，如某一不可抗力事件造成该服务全部损失持续超过 30 天，任何一方可以向另一方发出通知，终止受影响的服务。

19.2. The right in Clause 19.1 will expire and the Notice will have no effect if the Force Majeure Event has ceased prior to the Notice being received.

若不可抗力事件先于收到通知之日停止，则第 19.1 条的权利将期满，通知将不生效。

19.3 Subject to Clauses 21.1 and 30.2, either party may by giving a 30 day Notice to the other Party terminate the affected Service, Order or the Contract where BT or the Customer is unable to fulfil its obligations under the affected Service, Order or the Contract due to legal or regulatory reason.

在第 21.1 和 30.2 条所述条件的约束下，任何一方可以向另一方发出 30 天通知终止受影响的服务，订单或合同，如果 BT 或客户因法律或监管原因而无法履行其在受影响的服务，订单或合同下的义务。

## 20. Consequences of Termination/终止后果

20.1. Cancellation, termination or expiration of a Service will not affect the Parties' rights and obligations in relation to any other Services and each other Service will continue in full force and effect until termination or expiry of that Service or termination of the Contract.

一项服务的取消、终止或到期不影响缔约方对任何其他服务的权利和义务，并且每个其他服务将在该服务终止或到期或终止本合同之前继续有效。

20.2. Termination of the Contract or cancellation, termination or expiration of a Service will not affect the rights of the Parties accrued up to the date of cancellation, termination or expiration, as applicable.

本合同的终止或服务的取消、终止或到期均不会影响双方直至取消、终止或到期之日为止的权利（如适用）。

## 21. Payment on Termination /终止费用

21.1. Each Party will, on termination of the Contract or cancellation, expiration or termination of a Service or any Order (or part of any Order) for any reason, immediately pay to the other Party any outstanding amounts and interest that are properly due and payable for each relevant Service in accordance with the Contract.

因任何理由终止本合同或服务或任何订单（或任何订单的一部分）的取消、到期或终止时，每个缔约方应立即向另一方支付基于本合同的每个相关服务的到期应付的任何未付款项及利息。

21.2. The Customer will pay to BT any applicable Termination Charges in the event that the Customer exercises its right to terminate under Clause 17.



若客户根据第 17 条行使其终止的权利，客户应向 BT 支付任何适用的终止费用。

21.3. In addition to Clause **Error! Reference source not found.**, if the Customer terminates the Contract, any Service or any Order for convenience, but does not give BT the required Notice under the Contract, the Customer will pay all applicable Charges until the end of the Notice period set out in the Contract.

在第 21.2 条外，若客户任意终止本合同、任何服务或任何订单，但不给予 BT 根据本合同要求的通知，则客户应支付所有适用的费用，直至本合同列明的通知期结束。

## 22. Limitation of Liability/责任限制

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

在法律允许的最大范围内，本合同不包括成文法或普通法可能暗示的任何保证，条件或其他条款。

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

本合同中的任何内容均不排除或限制任何一方对以下方面的责任：

22.2.1. death or personal injury caused by negligence;

过失造成死亡或人身伤害；

22.2.2. fraud or fraudulent misrepresentation; or

欺诈或欺诈性虚假陈述；或

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

根据所适用的法律不能排除或限制的其他责任。

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

除第 22.2 条规定的事项外，对于本合同下或与本合同有关的如下责任，任何一方均不承担责任，不论该责任是如何产生的及索赔数量，不论是否基于合同、侵权行为（包括过失或违反法定责任）、虚假陈述（无论是无辜或是过失）、恢复原状或其他方式：

22.3.1. any of the following losses, whether or not those losses are direct or indirect:

任何以下损失，无论这些损失是直接还是间接损失：

(a) loss of profit, revenue or anticipated savings;

利润，收入或预期节约损失；

(b) loss of business or contracts;

业务或合同的损失；

(c) loss of goodwill;

信誉损失；

(d) loss from wasted expenditure, wasted time or business interruption;

浪费的支出，浪费的时间或业务中断所造成的损失；

(e) loss, destruction or corruption of data; and

数据的丢失，灭失或损坏；及

(f) liability to any third parties; and

对任何第三方的责任；

22.3.2. any special, indirect or consequential loss or damage.

任何特殊，间接或后果性的损失或损害。

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



对于每个服务，不论本合同项下或与本合同有关的责任是如何产生，以及是否基于合同，侵权（包括过失或违反法定责任），虚假陈述（无论是无辜或是过失），恢复原状或以任何其他方式，每个缔约方的总责任最大不超过下列金额中的最高者：

22.4.1. RMB 1, 000,000, and

人民币 100 万元，及

22.4.2. an amount equal to:

金额等于：

(a) where an incident arises in the first 12 months of the Contract, the Charges for that Service that were paid or payable by the Customer in the first month of the Contract, multiplied by 12; or

若在本合同的首个 12 个月内发生事件，以客户在本合同第一个月支付或应付的服务费用的 12 倍为限；或

(b) at any other time, the mean monthly Charges for that Service that were paid or payable by the Customer, as calculated from the Effective Date up to the date when the liability was incurred, multiplied by 12.

若事件发生在任何其他时间的，以生效日期起至责任产生之日客户支付或应付的平均月服务费的 12 倍为限。

22.5. The Customer's obligations to pay any Charges, including interest under the Contract, refund any Service Credits or pay any Termination Charges are in addition to and will not be counted towards the limitations set out in Clause 22.4.

客户支付任何费用的义务（包括支付基于本合同所产生的利息、退还任何服务抵免额或支付任何终止费用的义务）应在第 22.4 条列明的限额外计算，而不应被计算为该部分限额的一部分。

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

若任何一方已经同意根据本合同条款对另一方作出赔偿，受赔偿方仅限满足以下条件方能获得赔偿：

22.6.1. informs the indemnifying Party promptly about the Claim;

就索赔事项及时通知赔偿方；

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

立即向赔偿方提供对索赔事项的控制权；

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

不公开任何与索赔相关的信息，也不从事对索赔抗辩有损的任何行为；及

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

合理协助赔偿方处理索赔。

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

本合同中的任何内容均不应限制任何一方在法律上减轻损失的一般义务，即使该损失是因为某一事由而产生的、而该事由将导致赔偿义务下的一项索赔。

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

若 BT 未能达到服务水平，则客户有权获得服务抵免额，此类服务抵免额：

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

就 BT 未达到服务水平而言，是对客户唯一和排他的补偿，除非未达到服务水平相当于 BT 实质违约的程度；及

22.8.2. deducted from the amount of any damages payable by BT for that breach of Contract awarded by a court of competent jurisdiction.

应从具有管辖权法院裁定的违约赔偿损失的总金额中扣除。

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

BT 建议客户获得适合客户业务性质的商业连续性（或其他）保险。

22.10. Subject to Clause 5.1.4, in the event of any unauthorised access to the communications network, BT will not be liable for any loss or damage sustained by the Customer.

受第 5.1.4 条所约束，若出现任何未经授权访问通信网络的情形，对客户遭受的任何损失或损害 BT 将不承担责任。

### 23. Force Majeure Events /不可抗力事件

Where a Force Majeure Event occurs:

如发生一个不可抗力事件，则：

23.1. neither Party will be liable, for any failure or delay to perform its obligations under the Contract; and  
任何一方均不承担因未能或迟延履行其本合同下义务的责任；

23.2. the affected Party will be entitled to a reasonable extension of the time for performing its affected obligations under the Contract.

受影响的一方有权合理延长履行本合同项下承担的义务的时间。

### 24. Dispute Resolution Procedure/争议解决程序

24.1. The Parties will use reasonable endeavours to resolve any dispute or Claim arising out of or in connection with this Contract without referral to the courts or applicable regulatory authority.

双方应尽力合理解决因本合同引起的或与本合同有关的任何争议或索赔，而无需将其提交至法院或适用的监管机构。

24.2. The Parties will use the following dispute resolution process:

双方将使用以下争议解决程序：

24.2.1. either Party may initiate a dispute by giving Notice to the other Party of its complaint and setting out the nature and full particulars of the dispute, together with relevant supporting documents;

任何一方均可通过向另一方发出投诉通知并阐述争议的性质和全部细节随附相关证明文件来提起争议；

24.2.2. each Party will use its reasonable endeavours to resolve the dispute within 14 days of notification, and will keep the other Party informed of developments;

每一方将在通知后 14 日内尽力合理解决争议，并及时告知对方的事态进展；

24.2.3. if the dispute remains unresolved after 14 days (or any other period agreed in writing between the Parties), it may be escalated to a senior executive of each Party (at Vice President level or above); and

若争议 14 日后（或双方以书面形式达成的任何其他期限）仍未解决，可将争议升级报告给双方的高级管理人员（副总裁或以上级别）；及

24.2.4. if the dispute remains unresolved 14 days after escalation, the Parties will consider mediation.

若争议升级报告后 14 日仍未解决，双方将考虑调解。

24.3. Subject to the Parties' compliance with Clause 24.2, either Party may initiate mediation by giving Notice to the other Party, in which case:

在双方遵守第 24.2 条规定的条件下，在下列情况任何一方可以通过向另一方发出通知来启动调解：

24.3.1. unless otherwise agreed, proceedings will commence no later than 15 days after the notification;

除非另有约定，程序将在通知后 15 日内启动；

- 24.3.2. proceedings will be conducted in Beijing and in the English language; and  
程序将在北京以英文为语言进行；及
- 24.3.3. the costs of any mediation will be shared equally between the Parties unless determined otherwise by competent or authorised bodies.  
除非主管部门或授权机构另有规定，任何调解的费用将由双方平均负担。
- 24.4. Nothing in this Clause 24 prevents either Party from:  
本第 24 条款的规定均不可阻止任何一方：
- 24.4.1. seeking interlocutory or other immediate relief where a risk of imminent harm exists for that Party for which there is no other adequate remedy in the Contract;  
若本合同中未约定其他适当补救，即将面临危害风险的一方可寻求中间性的或其他临时性的救济；
- 24.4.2. pursuing court proceedings, where that Party considers it reasonable; or  
一方认为在合理的情况下向法院提起诉讼；
- 24.4.3. exercising any rights and remedies that may be available to it in respect of a breach of the provisions of the Contract.  
针对违反本合同约定的行为行使相应的权利和补救措施。

## 25. Notices/通知

- 25.1. Any Notices required to be given under the Contract will be in writing, in English and delivered by hand, by prepaid first class post, by recorded delivery, by commercial courier or electronic mail to the other Party at:  
本合同项下的任何通知均要求以英文书写并以书面形式提供。并以当面提供、预付优先邮寄，挂号信函，商业快递或电子邮件的方式交付给另一方的如下地址：
- 25.1.1. the receiving Party's address or email address set out in the Contract;  
本合同中列明的接收方地址或电子邮件地址；
- 25.1.2. the receiving Party's registered office address as of the date of the Notice; or  
截止通知日期时接收方公司注册地；或
- 25.1.3. any other address or email address notified by the receiving Party in a Notice to the other Party from time to time, including, as updated on an Order.  
任何由接收方不定期在通知中告知另一方的其他地址或电子邮件地址（包括在订单上更新的地址）。
- 25.2. Each Party will promptly notify the other by giving Notice of any changes to its contact details.  
各方应及时向对方发出任何更改其联系方式的通知。
- 25.3. A Notice given under the Contract is deemed to have been duly received on the date (or if that date is not a Business Day, then on the next Business Day) that:  
根据本合同发出的通知应在下列日期（若当日为非工作日则应为下一工作日）视为已被正式送达：
- 25.3.1. where a Notice is sent by email, receipt of the email is confirmed or acknowledged, including by transmission of an automatic electronic read receipt or manual acknowledgement from the recipient;  
对于通过电子邮件发送的通知，邮件的收到已被确认或承认（包括通过传输自动电子阅读回执或收件人的手动确认）的日期；
- 25.3.2. the Notice is left at the address and a delivery receipt is signed on behalf of the addressee if delivered by hand or by courier; or  
亲自交付或以快递方式交付的通知送至收件人地址并经收件人代表签收收据的日期；或
- 25.3.3. is three days after posting if the Notice is sent by prepaid post or recorded delivery.  
若通知是通过预付邮寄或挂号信函方式发送的，发送之日起第三天。

## 26. Transfers to Third Parties /向第三方转让

26.1. Either Party may assign the benefit of the Contract to any of its Affiliates upon Notice to the other Party or to a party other than an Affiliate with the prior written agreement of the other Party.

任何一方可以通过向另一方发出通知而将本合同的利益转让给其任何关联公司，也可以在另一方事先书面同意的情况下向关联公司以外的第三方转让。

26.2. BT may subcontract the performance of any of its obligations under the Contract, including subcontracting the provision of any Service(s) to a BT Affiliate, although BT will remain responsible for the performance of its obligations under the Contract to the Customer.

BT 可分包本合同项下的任何义务，包括将任何服务的履行分包给 BT 的关联公司，但 BT 将继续负责履行根据本合同对客户的义务。

26.3. The Customer agrees that BT may, by giving Notice to the Customer, novate the Contract, or all or part of a Service or Order, to a BT Affiliate in which case the Affiliate will assume all rights, obligations and liabilities under the Contract, and BT's rights, obligations and liabilities will be extinguished.

客户同意，BT 可以通过向客户发出通知，将本合同、全部或部分服务或订单转让给 BT 的关联公司，在这种情况下，关联公司将承担本合同项下的所有权利，义务和责任。BT 的权利，义务和责任将被消灭。

26.4. The Parties agree that either Party, or an Affiliate of either party, may enter into a separate contract with an Affiliate of the other Party, which will incorporate these General Terms and the relevant Schedules ("**Affiliate Contract**").

双方同意，任何一方或任何一方的关联公司可以与另一方的关联公司签订单独的合同，并采纳本通用条款和相关附录（“关联合同”）。

26.5. In the event that BT subcontracts the performance of any of its rights or obligations to a BT Affiliate in accordance with Clause 26.2, the Customer will, upon receipt of Notice from BT, interact directly with that BT Affiliate for ordering, provisioning and or maintaining the relevant Services.

若 BT 依照第 26.2 条将 BT 的任何权利或义务分包给其关联公司，客户将在收到 BT 的通知后直接与该 BT 的关联公司沟通，以订购，配置和维护相关服务。

26.6. Either Party can assign or transfer its right to collect payments, receivables or other assets arising as a result of the Contract.

任何一方均可转让其因本合同而产生的收取付款、应收款项或其他资产的权利。

## 27. Rights of Third Parties/第三方权利

A person who is not a Party to the Contract will have no right under the Contracts to enforce any term of the Contract, even if any term of the Contract purports to confer or may be construed as conferring a benefit on a third party.

不属于本合同缔约方的第三方将无权执行任何本合同条款，即使本合同的任何条款意图授予或可以解释为授予第三方某种利益。

## 28. No Partnership or Agency/无合伙关系或代理

Nothing in the Contract:

本合同中的任何内容均未:

28.1. establishes any partnership, exclusive arrangement or joint venture between the Parties;

设立双方之间的合伙，独家安排或合资企业；

28.2. constitutes any Party the agent of the other Party; or

使一方成为另一方的代理人；

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

授权任何一方为另一方、或代表另一方作出或订立任何承诺。

## 29. No Waiver/不弃权

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

除本合同另有规定外，任何不行使或延迟行使任何权利或特权的行为均不作为放弃该权利或特权的表示。

### 30. Severance/可分割

30.1. If any court or competent authority finds that any provision (or part of any provision) of the Contract is illegal, invalid or unenforceable, that provision or part provision, to the extent required, will be deemed to be deleted. The legality, validity or enforceability of any other provision of the Contract will not be affected.

若任何法院或主管部门认定本合同的任何条款（或任何条款的一部分）是不合法的，无效的或不可执行的，则在必需的范围内，该条款或部分条款将被视为删除。本合同任何其他条款的合法性，有效性或可执行性将不受影响。

30.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the Parties will negotiate in good faith to amend the provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the Parties' original commercial intention.

若本合同中任何无效，不可执行或不合法的条款在其某些部分被删除后即成为有效的，可执行的和合法的条款，则双方将善意地进行谈判来修改该条款，以使其经过修改成为合法，有效和可执行的条款，并在最大程度上达成双方最初的商业意向。

### 31. Amendment /变更

31.1. Unless a Schedule states otherwise, any amendment of the Contract will be effective unless agreed in writing by the Parties.

除非附录另有规定，否则本合同的任何修改须经双方书面同意后生效。

31.2. BT and the Customer may vary or terminate the General Terms without the consent of any Affiliate and any termination of the General Terms will not terminate any individual Affiliate Contracts.

BT和客户可能在未经任何关联公司同意的情况下更改或终止本通用条款，任何本通用条款的终止将不会终止任何单独的关联合同。

### 32. Survival/存续

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

对于其性质为在本合同终止后继续履行的双方的权利及义务，将在本合同终止后继续有效。

### 33. Entire Agreement/全部协议

33.1. The Contract constitutes the whole agreement between the Parties with respect to the subject matter and supersedes any and all prior oral or written understandings, arrangements, negotiations, communications and/or representations between them.

本合同构成双方之间关于所述事项的全部协议，并取代双方在此之前的所有的口头或书面的理解、安排、谈判、沟通和/或陈述。

33.2. Any Customer's standard terms attached to, enclosed with, or referred to in any Order or in any pre-contractual negotiations will have no effect and will not apply.

客户在任何订单或任何签约前谈判中附带，随附或提及的任何标准条款均不生效且不适用。

33.3. Each Party acknowledges that, in entering into the Contract, it has not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently), other than those set out in the Contract and waives all rights and remedies that, but for this Clause 33, might otherwise be available to it in respect of any such reliance.

每一方均承认，在订立本合同时，除本合同列明内容的外，其未依赖任何陈述，保证，附属合同或其他保证（无论是过失或无辜而做出），且其放弃基于这些依赖而可能拥有的所有权利和补救措施（本第 33 条除外）。

### 34. Choice of Law and Jurisdiction/ 适用法律和管辖

34.1. This Contract and any dispute or Claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or Claims) will be governed by and construed in accordance with the law of the People's Republic of China.



本合同以及由此产生的或与之相关的或与其所述事宜或订立相关的争议或索赔（包括非合同纠纷或索赔），将受中华人民共和国法律的管辖和解释。

34.2. The Customer and BT irrevocably agree that the people's courts of BT's registered address will have exclusive jurisdiction to settle any dispute or Claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or Claims),

客户和 BT 不可撤销地同意，BT 注册地的人民法院将具有专属管辖权，以解决由本合同引起的或与本合同或其所述事宜或订立有关的争议或索赔（包括非合同纠纷或索赔）。

34.3. The parties to an Affiliate Contract may agree that a local court of competent authority will have jurisdiction in relation to that Affiliate Contract.

关联合同的缔约各方可以同意一个具有相应权力的当地法院对该关联合同具有管辖权。

### 35. Counterparts/副本

The Contract may be signed in one or more counterparts. Any single counterpart, or a set of counterparts signed, in either case, by both Parties will constitute a full original of the Contract for all purposes.

本合同可签署一个或多个副本。任何由双方签署的一个副本或一套副本将构成基于全部目的的本合同的完整原件。

### 36. Defined Terms/定义

**"Affiliate"** means any legal entity that directly or indirectly controls, is controlled by or is under common control with a Party.

“关联公司”是指直接或间接控制一方、被一方控制或与一方共同被第三方控制的任何法律实体。

**"Affiliate Contract"** has the meaning given in Clause 26.2.

“关联合同”由第 26.2 条定义。

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

“附件”是指本合同项下用于描述服务或列明适用于该服务的具体条款的附录的任何附件。

**"Applicable Law"** means the laws of the People's Republic of China and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service, including:

“适用法律”是指中华人民共和国法律，以及可能不时修订的适用于提供或接收服务的法律法规，包括：

(a) anti-corruption laws set out in the Bribery Act 2010 of the United Kingdom and the Foreign Corrupt Practices Act of 1977 of the United States of America; and

英国的“2010 反贿赂法”及美利坚合众国 1977 年“反海外腐败法”中规定的反腐败法律；及

(b) all applicable export laws and regulations, including those of the United States of America.

所有适用的出口法律法规，包括美利坚合众国的出口法律法规。

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

“BT 可接受使用政策”是指 <http://www.bt.com/acceptableuse>（或 BT 可能说明的任何其他在线地址）中的适用政策，其中列明了客户及其用户应遵守的关于接受及使用服务的规则。

**"BT China"** means any of the BT locally incorporated Affiliate in the People's Republic of China.

“BT 中国”是指 BT 任何在中华人民共和国境内注册的关联公司。

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

“BT 设备”是指放置于场地、用于服务的由 BT 拥有或许可给 BT 的任何设备（包括任何软件）。

**"BT Price List"** means the document containing a list of BT's charges and terms that can be accessed at: <http://www.bt.com/pricing> (or any other on-line address that BT may advise).

“BT 价目表”是指包含 BT 的费用及条款清单的文件，可从以下网站获取：<http://www.bt.com/pricing>（或 BT 可能说明的任何其他在线地址）。



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

“工作日”是指在提供服务的国家或地区，通常被认为开展商业活动的任何日子，不包括国家，公共或银行假日。若义务的履行日为非工作日，则该义务顺延至下一个工作日进行。

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

“取消费用”是指根据第 16 条规定客户在取消订单时应支付给 BT 的任何补偿费用，由附录列明。

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

“费用”是指客户就服务所支付的费用。

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

“索赔”是指对一方提起的任何法律索赔、诉讼及程序，无论是实际产生或威胁要进行的，无论是由第三方或本合同的另一方提起。

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

“合规义务”是指在 [www.globalservices.bt.com/uk/en/footer\\_links/terms](http://www.globalservices.bt.com/uk/en/footer_links/terms)（或 BT 可能说明的任何其他在线地址）中标题为“合规义务”项下列明的权利义务：

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

“机密信息”是指由一方或其雇员，代理人，关联公司，高级人员或顾问另一方披露的在本合同下或与本合同有关的所有机密信息，包括：

- (a) the Contract;  
本合同；
- (b) all technical or commercial know-how, pricing, specifications, inventions, processes or initiatives that are of a confidential nature; and  
具有保密性质的所有技术或商业专有技术，定价，规格，发明，流程或创意；及
- (c) any information that would be regarded as confidential by a reasonable business person and relating to the business, affairs, customers, clients, suppliers, plans or strategy of the disclosing Party or its Affiliates; and the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party or its Affiliates,  
任何可能被合理的商业人员视为保密的信息：涉及披露方或其关联公司的业务，事务，消费者，客户，供应商，计划或策略的信息；涉及披露方或其关联公司的运营，流程，产品信息，专有技术，设计，商业秘密或软件的信息。

but excluding any information that:

但不包括以下信息：

- (a) is or becomes available to the public other than as a result of a breach of the Contract;  
并非由于违反本合同而由公众可以获知的信息；
- (b) was available to a Party on a non-confidential basis prior to disclosure by the disclosing Party;  
在披露方披露之前，一方以非保密形式已获知的信息；
- (c) the Parties agree in writing is not Confidential Information; or  
双方书面约定不是机密信息的信息；或者
- (d) was developed by or for the receiving Party independently of the information disclosed by the disclosing Party.  
独立于披露方所披露的信息的、由接收方开发的或为接收方开发的信息，。

**“Contract”** means the agreement by and between BT and the Customer that comprises these General Terms, each Schedule and each Order, and if applicable to the Service, the BT Price List.

“本合同”是指 BT 和客户之间约定并达成的协议，包括本通用条款，每个附录和每个订单，以及适用于服务的 BT 价目表。

**“Customer Personal Data”** means only the proportion of Personal Data of which only the Customer is the Data Controller and which BT need to Process on the Customer’s behalf, as a Data Processor in providing the Services to the Customer under the Contract.

“客户个人数据”指仅由客户作为数据控制方的个人数据的部分，BT 需作为数据处理方为提供本合同项下服务代表客户进行处理该部分个人数据。

**“Data Controller”, “Data Processor” and “Data Subject”** each has the meaning given to it or their equivalents in the Data Protection Legislation.

“数据控制方”，“数据处理方”和“数据主体”是指数据保护法定义的概念或等同概念。

**“Data Protection Legislation”** means the Applicable Laws and regulations relating to the Processing of Personal Data that may exist in the relevant jurisdictions.

“数据保护法”是指相关司法管辖区可能存在的涉及个人数据处理的适用法律和法规。

**“Effective Date”** means the date set out on the cover sheet of this Contract.

“生效日期”系指本合同封面上所列明的日期。

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

“不可抗力事件”是指超出一方合理控制范围的任何可能妨碍、延误或阻止该缔约方履行本合同项下任何义务的事件，包括天灾、洪水、风暴、闪电、干旱、地震、地震活动或其他自然灾害；流行性疾病或传染病；恐怖袭击、内战、内乱或骚乱、战争、战争的威胁或准备、武装冲突、实行制裁、禁运或者中断外交关系；任何法律或由政府或公共机构采取的任何行动，包括 BT 未能获得（或被撤销）必要的许可或同意；建筑物倒塌、火灾、爆炸或事故；任何劳资纠纷、罢工、劳工行动或停工。

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

“本通用条款”是指这些条款。

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

“破产事件”是指与一方有关的以下任何一项：

- (a) becomes the subject of a bankruptcy order;  
成为破产令的主体；
- (b) becomes insolvent;  
无力偿还债务；
- (c) makes any arrangement or composition with or assignment for the benefit of its creditors;  
为其债权人的利益作出任何安排或破产和解或分配；
- (d) ceases to carry on business;  
停止经营；
- (e) goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory;  
进入清算程序，自行清算（为重组或合并的目的除外）或强制性清算；
- (f) ceases to trade or operate;  
停止贸易或运营；
- (g) owns any assets that are material to the operations of all or substantially all of its business that are the subject of any form of seizure or have a receiver or administrator appointed over them; or

其拥有的对所有或实质上所有商业运营都至关重要的资产被以任何形式扣押、或被设立接管人或指定管理人；或

- (h) a notice is given, a petition issued, a resolution passed or any other step is taken to commence any of the procedures listed above in the jurisdiction of that other Party.

在另一方所在的管辖区内，出现发出通知、发出申请书，通过决议或采取任何其他步骤以开始上述列明的任何程序的情形。

**“Intellectual Property Rights”** means any trademark, service mark, trade and business name, patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, rights in Confidential Information, internet domain name, moral right and know-how, or any similar right in any part of the world and will include any applications for the registration of any of those rights capable of registration in any part of the world.

“知识产权”是指在全球任何地区的任何商标、服务商标、贸易和商业名称、专利、小型专利、版权、数据库权利、设计权、社区设计权、半导体地形权、注册设计、对机密信息的权利、互联网域名、精神权利和专有技术，或任何类似的权利，包括在全球任何地区的对上述权利的任何注册申请（如可注册）。

**“Minimum Period of Service”** means, for each Service, the minimum period of time, as more fully described in a Schedule and set out in an Order, that the Customer has committed to pay for the Service, commencing on the Service Start Date.

“最短服务期”是指对每一服务而言，附录中详尽描述并在订单中列明的、自服务开始日期起客户承诺支付服务费用的最短期限。

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

“通知”是指根据本合同条款第 25.1 条，一方根据本合同向另一方发出的任何通知。

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

“订单”是指由客户提供的，并由 BT 所接受的本合同项下涉及一个或多个服务的订单。

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

“缔约方”是指根据上下文语义的 BT 和客户中任何一方或双方。

**“Personal Data”** has the meaning given to it or its equivalent in the Data Protection Legislation.

“个人数据”是指数据保护法定义的概念或等同概念。

**“Planned Maintenance”** means any work planned in advance to be carried out by, or on behalf of, BT, including maintenance, repair or improvement to the performance of BT’s network or any Services.

“计划维护”是指预先计划由 BT 或代表 BT 进行的工作，包括对 BT 网络或其他服务进行的维护、修理或改进。

**“Process(es)/processing”** has the meaning given to it in the Data Protection Legislation.

“处理”是指数据保护法定义的概念或等同概念。

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

“采购设备”是指由 BT 向客户出售的任何设备（包括任何软件在内）。

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

“附录”是指本合同项下用于描述服务或列明的适用于服务的具体条款的附录，包括所有附件（但为第 2 条目的的除外）。

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

“服务”是指 BT 在本合同下提供的任何服务，包括适用于特定场地或服务的一部分或组成部分，可包括以下任何一种：BT 设备及任何采购设备。

**“Service Credit”** means any agreed remedy for failure by BT to meet a Service Level.

“服务抵免额”是指双方同意的当 BT 未达到服务水平时而提供的补偿。

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

“服务水平”是指双方同意的 BT 需对服务实现的最低服务水平。

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

“服务开始日期”是指对于每个服务，首次将服务提供给客户的日期。

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

“场地”是指在附录或订单中详述的提供服务的地点或机构。

**“Software”** means any software, other than any open source software, and associated written and electronic documentation provided by BT to the Customer, together with any embedded software.

“软件”是指 BT 提供给客户的任何软件（不包括任何开源软件）以及任何相关书面和电子文档，以及任何嵌入式软件。

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

“终止收费”是指客户在终止本合同或服务时根据第 21.2 条应付给 BT 的任何补偿费用，具体由附录规定。

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

“交易税”是指与提供服务有关的增值税、商品和服务税、销售税、消费税、使用税或其他类似的税金、关税、货物税、监管、当地征税及其他费用或附加费。

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

“用户”是指客户允许使用或访问服务的任何人。

**“Withholding Tax”** means any tax, deduction, levy or similar payment obligation that is required to be deducted or withheld from a payment under Applicable Law.

“预扣税”是指根据适用法律规定的扣除或扣缴的税款、扣除、征收或类似的付款义务。