

General Conditions of Purchase BT Nederland N.V.

Any and all purchases by BT Nederland NV ("BT") of Goods and Services, as defined hereafter, shall be subject to all the terms and conditions set forth below (the "Conditions") to the extent such terms and conditions do not conflict with any other contractual provisions between BT and Supplier. No other terms and conditions of Supplier that may be referred to in any document issued by Supplier shall apply, even if the same have not been expressly rejected by BT.

1. DEFINITIONS - ORDER OF PRECEDENCE - PURCHASE ORDER ACCEPTANCE

- 1.1 The following terms shall for the purpose of these Conditions be defined as follows:
 - "Contract Personnel": Supplier's employees, authorized subcontractors and agents (and their employees) engaged in the performance of any Purchase Order.
 - "Deliverable" means any item delivered or produced by Supplier ancillary to providing Services under these Conditions. Deliverables may include, but are not limited to, tangible and intangible information incidental to or items which contain or embody the results of the Services performed under these Conditions.
 - "Intellectual Property Rights" or "IPR" means patents, utility models, trademarks, rights in any designs; applications for any of the foregoing; trade or business names; copyright and topography right; know-how; secret formulae and processes; confidential information; database rights and all rights and forms of protection whether registered or not of a similar nature to any of the foregoing or having equivalent effect anywhere in the world;
 - "Goods and Services": any and all items and supplies ordered under the Purchase Order and specified therein.
 - "Price": the price or fees of the Goods and Services as specified in the Purchase Order.
 - "Purchase Order": the purchase order document as well as any attachments (including without limitation these Conditions, the specifications, drawings and other documents) and/or amendments thereto issued by BT to Supplier for the purchase of Goods and/or Services. The Purchase Order includes the only binding conditions upon which the BT is prepared to contract with Supplier. Forecasts and estimates provided by BT are indicative only.
 - "Warranty Period": a period of two (2) years starting from the date of the acceptance of the Goods and Services by BT in accordance with clause 8 during which the Warranties shall apply.
 - "Working Days": Mondays to Fridays, from 8 AM to 6 PM, except public holidays in the Netherlands.
- 1.2 These Conditions shall:
 - apply to and be incorporated in the contract between Supplier and BT for supply of Goods and Services pursuant to a Purchase Order (the "Contract");
 - be in substitution for any oral arrangements made between BT and Supplier; and
 - prevail over any inconsistent terms or conditions contained in or referred to in Supplier's quotation or acceptance or correspondence or elsewhere or implied by trade custom or practice or course of dealing.
- 1.3 BT shall only be bound by an order if issued on the BT's standard Purchase Order form and signed by a duly authorised representative of BT. The Purchase Order constitutes an offer by BT to purchase the Goods and Services specified in it on these Conditions; accordingly any acceptance of the Purchase Order by Supplier will establish a contract for the purchase of those Goods and Services on these Conditions. Any counter-offer made by Supplier to supply the Goods and Services on other conditions shall only be validly accepted if accepted in writing and signed by a duly authorised representative of BT.
- 1.4 In case of conflict between the documents of the Purchase Order, Supplier shall inform BT of such conflict and the order of precedence in resolving such conflict shall be as follows: (a) the Purchase Order document, as amended, (b) the attachments to the Purchase Order, and (c) these Conditions.
- 1.5 Supplier's failure to object or reject BT's Purchase Order within eight (8) days as from the date of the Purchase Order shall be an unconditional acceptance thereof by Supplier. In the event Supplier's order acknowledgement contains reservations, exceptions or remarks to the Purchase Order, BT may cancel the Purchase Order without incurring any liability.
- 1.6 The execution and return of the acknowledgement copy of the Purchase Order form by Supplier or Supplier's execution or commencement of work or commencement of delivery pursuant to the Purchase Order constitutes acceptance of these Conditions and the Purchase Order by Supplier.
- 1.7 No addition to or variation of or exclusion of the Purchase Order and/or these Conditions or any of them shall be binding upon BT unless made in writing and signed by a duly authorised representative of BT.

2. SPECIFICATIONS, DRAWINGS, TECHNICAL DOCUMENTATION AND OTHER ITEMS

- 2.1 The specifications, drawings, technical documentation and other documents as well as any models, tooling, creative work or process and other items supplied or paid for by BT under the Purchase Order shall be disclosed to and become the exclusive property of BT, will be held by Supplier in confidence and safe custody at Supplier's own risk and maintained in good condition, and may be used by Supplier solely in connection with the manufacture and provision of the Goods and Services for BT. BT's approval of such specifications, drawings, technical documentation and other items shall not relieve Supplier of any of Supplier's obligations and responsibilities under the Purchase Order.
- 2.2 Supplier shall hand over to BT at the latest at delivery of the Goods and/or Services the use guides or instructions in Dutch, French or English language.

3. CHANGES

- 3.1 Without invalidating the Purchase Order, BT may at any time request Supplier to change the Goods and Services, the scope of supply, the specifications, drawings, technical documentation and other documents, to issue additional instructions, to perform additional work or to omit certain Goods and Services or a part thereof and Supplier shall promptly comply with any such request. If any change increases or decreases the Price or delivery time, the Price shall be adjusted accordingly and a reasonable adjustment shall be made to the delivery time, provided that BT may instruct Supplier to proceed with this change without any delay and the matter on adjustment will be dealt with amicably or in accordance with clause 16 (Force Majeure).
- 3.2 Any changes by Supplier to Goods and Services or to process thereof, changes of key suppliers or manufacturing facility location, need to be notified to BT and accepted in writing by BT prior to the implementation of such change.

4. COMPLIANCE

- 4.1 Supplier shall comply (and where applicable shall ensure that its Contract Personnel comply) with (and acknowledges to have read and accepted the following):
 - (a) any laws, local and international standards, codes and regulations (including without limitation technical standards, health and safety codes, and import and export control regulations), which apply to the Goods and Services ordered by BT;
 - (b) BT's Anti-Corruption and Bribery Policies at <http://www.selling2bt.com/Anti-CorruptionandBribery/index.htm> as though such policies applied to and had been adopted by Supplier, and promptly provide to BT on request from time to time all information BT may reasonably require in respect of such compliance; and
 - (c) to the maximum extent permitted by any applicable law, BT's Third Party Pre-Employment Checks Policy at <http://www.selling2bt.com/working3rdpartyCheckPolicy/default.htm> and undertake checks at the appropriate level prescribed by that Policy of all Contract Personnel directly engaged in the performance of the Contract; and
 - (d) to the extent that Supplier represents BT (or third parties may reasonably believe that Supplier represents BT) in relation to the Supplier's performance of the Contract, BT's business principles, as set out in BT's publication "The Way We Work - a statement of business practice" at: <http://www.btplc.com/TheWayWeWork>, as though such principles (mutatis mutandis) applied to and had been adopted by the Supplier, including human dignity requirements and human rights; and
 - (e) Environmental Regulations, i.e. all EU directives, regulations and the national implementation thereof and similar legislation in the EEA and Switzerland concerning producer responsibility, environmental protection, disposal of waste including but not limited to (i) RoHS Directive 2002/95/EC ("Restriction on the use of certain Hazardous Substances in electrical and electronics equipment" Directive); (ii) WEEE Directive 2002/96/EC ("Waste Electrical and Electronic Equipment" Directive); and
 - (f) the requirements of the Purchase Order; as well as any BT site regulations.
- 4.2 Supplier shall, at its cost, obtain any and all licenses and permits, certificates, attestations and other documents and perform any tests, as required by the applicable laws, standards, codes and regulations. In the event the regulation on registered contractors ("geregistreerde aannemers") applies, Supplier will provide to BT its registration number. No delay on the part of official authorities in relation to the foregoing shall be considered as a case of force majeure.
- 4.3 The Purchase Order will be considered null and void and Supplier will indemnify BT in the event of any costs or adverse consequences incurred by BT in the event or as a result of non-compliance by Supplier of clauses 4.1 and 4.2.

5. SUBCONTRACTING, SUB-SUPPLY, TRANSFER

- 5.1 Any subcontracting or sub-supply by Supplier shall be subject to BT's prior written consent.
- 5.2 In the event of any unauthorized subcontracting or sub-supply by Supplier, BT shall not be obligated to receive the Goods and Services so supplied and pay the Price thereof.
- 5.3 BT's consent shall not relieve Supplier from any responsibility for the Goods and Services supplied by a subcontractor or supplier of Supplier. Supplier shall at all times be responsible for the direction and control of its

subcontractors and suppliers and shall cause them to comply with BT's requirements, internal policies and procedures at any time.

- 5.4 Supplier shall not transfer any of its rights and obligations under this Contract without the prior written consent of BT. BT may upon notice transfer rights and obligations under this Contract to any affiliate or branch of the BT group.

6. ACCEPTANCE - DELIVERY TIME AND TERMS

- 6.1 Any acceptance of the Goods and Services shall be subject to the successful completion of the acceptance procedures and tests specified in the Purchase Order or any other documentation. Acceptance of the Goods and Services shall not relieve Supplier from any of its responsibilities under the Purchase Order, including without limitation Supplier's responsibility to meet the Warranties set forth in clause 8.
- 6.2 BT has the right to reject the Goods and Services or any part thereof if not accompanied by the documentation specified in the Purchase Order and/or the documentation customary for the type of Goods and Services in question. Time is of the essence as to delivery of Goods and/or performance of Services under the Purchase Order. Unless agreed otherwise, the delivery date starts to run as from the date of forwarding by BT of the Purchasing Order to Supplier.
- 6.3 As soon as Supplier is or becomes aware of any circumstances or events which may reasonably be anticipated to cause a delay to an agreed upon delivery date, Supplier shall promptly advise BT thereof in writing.
- 6.4 If Supplier is unable to meet the delivery date agreed upon, Supplier shall pay or BT may, without summons, deduct from any invoice the amount of three percent (3%) of the amount of the Purchase Order for each seven (7) calendar days of delay after the delivery date, up to a maximum of fifteen percent (15%) of the amount of the Purchase Order. The deduction by BT of the amount specified in this clause shall not relieve Supplier of any responsibility for delivering to BT the Goods and Services ordered, and will be without any prejudice to any other remedies or rights that BT may invoke.
- 6.5 In the event Supplier fails or is unable to deliver the Goods and/or Services in accordance with the terms of the Purchase Order, and BT is compelled to purchase the Goods and/or Services and/or "form, fit, function, performance" equivalents from an alternative source at a cost to BT exceeding the Price for such Goods and Services, BT may charge and Supplier shall pay the incremental cost incurred by BT in obtaining such Goods and Services from such alternative source during a period of one (1) year.

7. PRICE - TERMS OF PAYMENT - TAXES AND DUTIES

- 7.1 The Price payable by BT for Goods and Services is as stated in the Contract or Purchase Order.
- 7.2 All charges set forth in the Purchase Order, are exclusive VAT, but inclusive of all other taxes or duties that may be applicable ("Taxes").
- 7.3 The Price includes all royalties, license fees or similar expenses arising from the use of any intellectual property and the delivery and, where applicable, off-loading of the Goods/Services. Subject as otherwise provided for under these Conditions or under the Purchase Order, the Price is firm and not subject to any upward adjustment of any kind.

PAYMENT AND INVOICING

- 7.4 In this Condition:
 - "BT's Accounts Payable Service Provider" means such company as BT may specify from time to time upon giving at least one month's notice in writing to the Supplier.
 - "E-invoicing Solution" means the submission of the Supplier's invoices by the Processor Method.
 - "Invoice Processor" means Tungsten Network Limited or such other company as BT may specify from time to time upon giving at least one month's written notice to the Supplier.
 - "Processor Method" - the processing and transmission by the Invoice Processor to BT's Accounts Payable Service Provider using either web invoice or structured file methods.
- 7.5 Supplier shall, following supply of all or as otherwise agreed by BT, send a valid VAT invoice to BT (or such address as BT may specify from time to time) for the price of supplies delivered in accordance with the Contract. Each invoice shall specify: its date; the correct BT and Supplier legal entities in accordance with the Contract; the VAT amount in EUR (and, if the agreed payment currency is other than EUR, the rate at which the VAT amount has been converted from the agreed payment currency to EUR in accordance with any then applicable requirements); the VAT Registration number; the VAT rate applicable; the Contract number; the Purchase Order reference; line reference; the relevant BT item code(s) if appropriate; the correct price; the full description of the Goods or Services to which the invoice relates (as defined in the Contract); the portion of the supplies for which payment is due; the name and address of Supplier's bank together with Supplier's bank account number, SWIFT and IBAN code and, if appropriate, the cumulative amount invoiced to date. The agreed Incoterms must be specified in relation to any non-domestic (NL) transaction. Any discounts should be separately shown with a clear indication of what the discount is for plus information sufficient to comply with tax & customs requirements. If the agreed payment currency is other than EUR, the VAT amount shall if applicable be payable by BT to the Supplier in EUR notwithstanding such agreement. Supplier shall raise a separate invoice for each Purchase Order reference number.
- 7.6 Unless otherwise expressly stated in the Contract, BT shall pay each due, valid and undisputed invoice on or before the second Monday (or, if that Monday is a public holiday, on the next day that is not a public holiday) after the expiration of sixty (60) days from the date BT receives the invoice.
- 7.7 Supplier shall create the invoices in Euro and will carry the following address;

BT Nederland N.V.
Herikerbergweg 2,
1101 CM Amsterdam Z-O
The Netherlands

With clear reference of the Purchase Order Number (otherwise the invoices will automatically be rejected)

- 7.8 The invoices shall be sent either (i) per regular mail, (ii) per email or (iii) by using the E-invoicing Solution as agreed upon in the Contract or Purchase order.

(a) The invoices per regular mail shall be sent to the following address;

BT Accounts Payable (BT Nederland NV)

Pf.: 759

1384, Budapest 62, Hungary

(b) The invoices per email shall be sent to Netherlands.ap@bt.com

(c) If BT and Supplier have agreed to use the E-invoicing Solution, the Supplier shall, when payment becomes due and subject to paragraph d of this Condition, submit its invoices using only E-invoicing Solutions and agrees that BT and/or BT's Accounts Payable Service Provider may reject any invoice not so submitted. The Supplier confirms: (i) that it has entered into an agreement with the Invoice Processor for the Processor Method; or (ii) that it will liaise with the Invoice Processor and BT's Accounts Payable Service Provider and use its commercially reasonable efforts to enter into such an agreement as soon as practicable after the Commencement Date.

(d) The Supplier shall:

- (i) if unable, having so informed BT and despite having used all reasonable commercial efforts, to submit invoices via the E-Invoicing Solution; or
- (ii) until such time as the Supplier enters into an agreement for the Processor Method pursuant to paragraph (c)(ii) of this Condition; or
- (iii) if and for the duration so required by written notice from BT's Commercial Contact from time to time submit paper invoices in paper form to the BT address as specified above.

For invoice inquiries please contact Netherlands.ap@bt.com

- 7.9 Unless otherwise expressly stated in the Contract, payment shall not become due to Supplier and Supplier shall not submit invoices for payment until Supplier has fully completed its obligations under and in accordance with the Contract.
- 7.10 Supplier shall submit invoices within one year of the date upon which the payment they relate to becomes due to Supplier. BT shall have no liability to make payments in respect of invoices not so submitted.
- 7.11 Any invoice failing to meet any of the above conditions shall remain unpaid without bearing any interest and a copy thereof shall be returned to Supplier for correction.
- 7.12 Without prejudice to any other right or remedy, BT reserves the right to set off any amount owing at any time from Supplier to BT or any affiliated company against any sums payable by BT to Supplier under this Contract. If on any grounds BT has any claim against Supplier, it may also suspend payment of any amount due without court order.
- 7.13 BT shall not be liable to:
 - (a) reimburse any costs or expenses incurred by the Supplier (including, without limitation, any costs or expenses incurred in relation to the E-Invoicing Solution), except to the extent expressly provided for in the Contract, and then only where they are reasonably and properly incurred by prior agreement with BT and are validated to BT's reasonable satisfaction; or
 - (b) the Supplier for or in connection with any failure or unavailability of the E-Invoicing Solution.

8. WARRANTIES

- 8.1. Supplier hereby warrants that (the "Warranties");
- the Goods and Services, including any Deliverables, shall be performed in a professional and workmanlike manner in accordance with all applicable professional standards, shall be free of defects in materials, design and workmanship, and shall be new and comply with any applicable specifications, statement of work or other requirements and provisions of the technical documentation attached to or referred to in the Purchase Order;
 - the operation of the Goods and Services shall be uninterrupted and/or error-free;
 - the Goods and Services shall conform in all respects to the applicable laws and regulations on the moment of delivery of the Goods; and
 - the receipt of the Services and the development, modification, use, possession and maintenance of the Goods in each case in accordance with this Contract will not infringe the Intellectual Property Rights of any third party anywhere in the world.
- 8.2. If the Goods and Services, or any part thereof, fail to meet any or all of the Warranties at any time within the Warranty Period, then, upon BT's request and at its discretionary decision, Supplier shall, at its sole expense including transport and labor costs, within such a time and in such a manner as to minimize production interruption and/or losses, either (a) repair, correct or replace said Goods and Services, component or part to cause it to meet the foregoing Warranties; (b) deliver and install new Goods and Services or a new component(s) or part(s) conforming to the Warranties and the provisions of the Purchase Order, or (c) fully refund the purchase Price. The Warranties shall apply for the full Warranty Period for any replaced Goods or Services and shall apply for the remainder of the Warranty Period for every repaired or corrected Goods and Services, component and part thereof, plus the period required by Supplier to repair, correct or replace and to put it back into operation, with a minimum remaining Warranty Period of one hundred eighty (180) days, whichever is the longest.
- 8.3. In the event the Goods and Services fail to meet the Warranties and Supplier, after BT's request, fails to promptly perform appropriate remedial action as provided in clause 8.2 above, or if the defective Goods and Services require urgent remedial action, BT may in addition to its claim for damages, at its sole discretion, after notifying Supplier of its intent to do so, perform or cause to be performed at Supplier's risk and expense, any remedial action BT sees fit including without limitation to (i) cancellation of the Purchase Order, (ii) rejection and return of the Goods and Services with full refund of the Price paid, (iii) refusal to accept any further deliveries of Goods and Services and (iv) request a third party supplier to carry out any work necessary to cause the Goods and Services to comply with the Purchase Order at Supplier's cost. Supplier shall pay within thirty (30) days after receipt of BT's invoice all reasonable costs and expenses whatsoever incurred by BT as a result of or in connection with any such remedial action.

9. INFORMATION AND AUDIT

Supplier shall provide to BT (or its authorized representatives) (i) on request such information as BT shall from time to time reasonably require to assess and/or verify the Supplier's compliance with the Contract; and (ii) upon being given reasonable notice, access to the Supplier's premises for the purposes of accessing such information.

10. SECURITY OF INFORMATION

- 10.1. Without prejudice to any obligations of confidentiality Supplier has under clause 11, where Supplier or Contract Personnel have access to BT's or BT's customers' computer systems or to Information (including Personal Data) as defined in clause 11 relating to BT or BT's customers, Supplier shall:
- ensure such Information (including Personal Data) is not disclosed to or accessed by Contract Personnel not directly employed by Supplier without BT's prior written consent;
 - keep (and ensure all relevant Contract Personnel keep) such Information (including Personal Data) secure and confidential, act only on BT's instructions with respect to it, and comply with such further reasonable requirements from time to time of BT for the security of it; and
 - allow (and ensure that all relevant Contract Personnel allow) BT or its authorized representatives such access to premises, systems and records containing such Information (including Personal Data) as is reasonably necessary to assess Supplier's compliance with this Clause.
- 10.2. Without prejudice to BT's rights and remedies under this Contract, Supplier shall at its own cost and expense take all steps necessary to restore any lost or corrupted Information (including personal data) to the last back-up and/or terminate the unauthorized use of or access to the Information (including Personal Data) to the extent it caused such loss, corruption or unauthorized use of the Information (including personal data).
- 10.3. Any breach of this clause 10 by Supplier shall be deemed to be a material breach of this Contract. This Clause 10 shall survive this Contract.

11. CONFIDENTIALITY

- 11.1. In this clause "Confidential Information" means Information which a party from time to time (the "Disclosing Party") identifies to the other Party (the "Recipient") as being confidential, or which is by its nature confidential. "Information" means all information including technical or business information, documentation, software or other materials which are disclosed by either Party to the other during the term of this Contract.
- 11.2. Subject to clause 13 (Intellectual Property), the Recipient shall not without the Disclosing Party's prior written consent use Confidential Information except for the purposes of this Contract or disclose such Confidential Information to any person other than BT's employees, agents and contractors or Contract Personnel who have a need to know and who are bound by equivalent obligations of confidentiality. Any breach of such obligations by Contract Personnel or BT's employees, agents or contractors (as the case may be) shall be deemed to be a breach. In the event one of the parties breaches this clause 11 a penalty of EUR ten thousand (10,000) per event is due to the other party, subject to the party's right to claim higher damages if justified.
- 11.3. Clause 11.2 shall not apply to Information that is:
- Published except by a breach of this Contract; or
 - Lawfully known to the Recipient at the time of disclosure and is not subject to any obligations of confidentiality; or
 - Lawfully disclosed to the Recipient by a third party without any obligations of confidentiality; or
 - Replicated by development independently carried out by or for the Recipient by an employee or other person without access to or knowledge of the Confidential Information.
- 11.4. Supplier shall not disclose the existence of this Contract without BT's prior written consent and shall ensure that any subcontractor is bound by similar confidentiality terms to those in this clause.
- 11.5. Either Party that has during the course of this Contract received Confidential Information in a recorded form from the other (or has recorded received Confidential Information) shall return or destroy (at the option of the Disclosing Party) such records upon (i) expiry or termination of this Supplier, or (ii) upon earlier request of the Disclosing Party, unless such records are part of the Services.
- 11.6. Any breach of this clause 11 shall be deemed to be a material breach of this Contract. This Clause 11 shall survive this Contract.

12. PROTECTION OF PERSONAL DATA

- 12.1. This Condition **Error! Reference source not found.** will apply only to the extent that Personal Data is provided by T to the Supplier or otherwise acquired by the Supplier in relation to the Contract. For the purposes of this Condition, "BT" will also mean any company that is from time to time in the same group (as defined by s.474(1) Companies Act 2006) as BT which provides Personal Data to the Supplier or in relation to which the Supplier acquires or generates Personal Data in relation to the Contract.
- 12.2. In addition to the terms set out in Condition 1 (Definitions), the following terms will have the following meanings: "Controller", "Personal Data", "Personal Data Breach", "Process/Processing" and "Processor" will have the meanings ascribed to them in the Directive, and/or in the GDPR and will apply from the Commencement Date; "Data Protection Legislation" means collectively (i) the Directive, (ii) other applicable legislation of the European Union, (iii) applicable local legislation relating to the Processing of Personal Data and/or the protection of an individual's privacy, and, (iv) from 25 May 2018, the GDPR, and any successor legislation or regulation and (v) any binding guidance or code of practice issued by a Supervisory Authority; "Directive" means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995; "GDPR" means General Data Protection Regulation (EU) 2016/679 repealing the Directive, and any amendment or replacement to it (including any corresponding or equivalent national law or regulation which implements the GDPR); and "Supervisory Authority" means any competent authority responsible for supervising compliance with Data Protection Legislation.
- 12.3. The Supplier will only Process Personal Data (limited to business contact details) of BT's personnel (employees, agents and subcontractors) as Controller for purposes of contract administration and it will do so strictly in accordance with Data Protection Legislation. In the event of a Personal Data Breach, the Supplier will promptly notify BT of the Personal Data Breach and provide any information BT may reasonably require relating to that Personal Data Breach.
- 12.4. Neither Party will Process Personal Data on behalf of the other Party as Processor for the purposes of the Contract. If either Party anticipates that any change to (a) the Services or (b) the interpretation of the Services under the Data Protection Legislation, would require the Supplier to Process Personal Data (a) on BT's behalf as a Processor or (b) as a Controller for any purpose other than contract administration, then Parties will negotiate in good faith to incorporate appropriate data protection provisions into the Contract in accordance with Data Protection Legislation.

13. INTELLECTUAL PROPERTY

- 13.1. BT shall exclusively own all new Intellectual Property Rights created in the course of performing obligations pursuant to the Contract ("New IPRs"). Where New IPRs take the form of a tangible deliverable, such as software, documentation and the like, the Supplier shall deliver to BT upon demand and free of charge a full copy, including source code, of all New IPR. Supplier hereby assigns to BT with full title guarantee all New IPRs, which shall vest in BT absolutely as and when they come into existence, and will execute any additional documents required to perfect such assignment.
- 13.2. Supplier hereby grants to BT a non-exclusive irrevocable license free of any payment, to copy, disclose, publish, including to the extent reasonably anticipated hereunder sell and use (with the right to sublicense any such rights) the supplies without restriction. The Supplier warrants that it has the right and power to grant to BT the licenses granted under this Contract.
- 13.3. Supplier shall not use of BT's company name or logo or any BT intellectual property rights or BT materials without the prior written consent of BT.

14. INDEMNITY

- 14.1. Supplier shall be liable for and defend, hold harmless and indemnify BT, its directors, employees, agents, affiliated company, customer and any third party (the "Indemnitees") against any and all claims, actions, suit or proceedings, liabilities, damages, losses, costs and expenses (including without limitation reasonable attorney fees) of every kind whatsoever, asserted against or incurred by the Indemnitees as a result of or in any way connected with:
- a breach of the Warranties by Supplier, defective workmanship, or non-conforming Goods or Services;
 - breach of contract by Supplier, and any failure of Supplier to perform its obligations to BT hereunder;
 - the death or injury, howsoever caused, to any employee of BT, its agents or subcontractors or any other person on BT's premises;
 - the loss of or damage to any property, real or personal of BT or of any third party whether sustained by BT or by any person to whom Supplier may be responsible;
 - Supplier's negligence or failure to comply with the laws and regulations; and
 - any infringement of any rights, including any Intellectual Property Rights, of any third party caused by or resulting from the receipt of the Services and/or the development, modification, use, possession and maintenance of the Goods by BT and/or any other member of the BT Group in each case in accordance with this Contract.
- 14.2. In the event of any claim or upon BT becoming aware of any facts that could give rise to a claim, BT shall: (i) promptly notify Supplier in writing of the claim or potential claim together with all relevant facts; (ii) (in its discretion) allow Supplier to defend and have full conduct of any negotiations and settlement of any claim subject to Supplier providing to BT's reasonable satisfaction security for any costs or liabilities BT may incur by reason of Supplier's conduct of such defense; and (unless BT takes back the conduct of the defense, which it shall be permitted to do if it does not believe Supplier is conducting the same competently) not make any admissions or settlement in respect of any claim or potential claim without the consent of Supplier (which shall not be unreasonably withheld) and provide Supplier with all information and assistance reasonably required by Supplier in respect of its defense of any claim (at Supplier's cost).

15. LIABILITY

- 15.1. Subject to clause 15.3 neither party shall be liable to the other under or in connection with the Contract for any indirect or consequential loss or damage.
- 15.2. Subject to clause 15.3, the liability of either party to the other under or in connection with the Contract shall not exceed the greater of either (i) one million EUR (€1,000,000); or (ii) 125% of the total price of all Goods and Services supplied or to be supplied under the Contract.
- 15.3. Clauses 15.1 and 15.2 shall not apply to the extent that liability cannot be limited or excluded by any applicable law or to loss or damage arising out of or in connection with:
- death or personal injury; or
 - the willful failure or gross negligence of either party to perform its contractual obligations; or
 - the General Conditions headed "Transfer of Undertakings", "Security of Information", "Confidentiality", "Data Protection", and Indemnity.

16. FORCE MAJEURE

- 16.1. Neither party shall be liable to the other for default or delay of its obligations under the Contract or Purchase Order directly caused by any unforeseeable event beyond its reasonable control provided that it has first given the other party written notice within 5 Working Days after becoming aware that the default or delay was likely to occur.
- 16.2. In the event the delivery of the Goods and/or Services is delayed due to a force majeure event, the agreed upon delivery time shall be extended by the period of such delay, provided Supplier shall have given written notice to BT of the commencement of the force majeure event within 3 Working Days after the occurrence. No extra payment shall be made by BT to Supplier for any expenses over and above those provided in the Purchase Order incurred by Supplier by reason of any such delay.
- 16.3. In the event the force majeure event lasts for a period exceeding 28 consecutive calendar days, BT shall have the right to cancel the Contract or Purchase Order in whole or in part by written notice to Supplier without incurring any liability.
- 16.4. The provisions of this clause 16 do not affect any right to terminate the Contract under clause 19 "Term and Termination".

17. INSURANCE

- 17.1. The Supplier shall at its own expense effect and maintain for the duration of the Contract such insurances as required by any applicable law and as appropriate in respect of its obligations under the Contract. Such insurances shall include third party liability insurance and, if supplies include specialist or professional services, professional indemnity insurance, with an indemnity limit of not less than EUR one million (€1,000,000) for each and every claim. If Supplier cannot provide evidence of such insurance to BT on request, BT may arrange such insurance and recover the cost from the Supplier.
- 17.2. Supplier shall notify BT as soon as it is aware of any event occurring in relation to the Contract which may give rise to an obligation to indemnify BT under the Contract, or to a claim under any insurance required by the Contract.
- 17.3. This clause 17 shall not be deemed to limit in any way the Supplier's liability under the Contract.

18. INDEPENDENT CONTRACTOR

- 18.1. Nothing contained in this Contract shall be deemed or construed as creating a joint venture or partnership between Supplier and BT or as providing for the sharing of profits or losses arising from the efforts of either Party. Neither Party is by virtue of this Contract authorized as an agent, employee or legal representative of the other. Except as specifically set forth herein, neither party shall have power to control the activities and operations of the other. Neither party shall have any power or authority to bind or commit the other.
- 18.2. Supplier is responsible for all employee-related benefits, labour and social obligations applicable to Contract Personnel performing the Services under this Contract.

19. TERM AND TERMINATION

- 19.1. This Contract is concluded from the signature date of the first Purchase order for indefinite Term and shall be effective until the expiry of the last Purchase Order. A Purchase Order will be concluded for a definite term as set forth therein.
- 19.2. Without prejudice to BT's other remedies, BT shall have the right to terminate the Contract and/or any Purchase Order forthwith, and to claim the additional cost of obtaining replacement supplies, if:
- (i) Supplier commits a material breach or persistent breaches of any of the provisions of the Contract and fails to remedy the breach within 10 days of receiving written notice to do so; or
 - (ii) Supplier becomes insolvent, ceases or threatens to cease to trade, compounds with its creditors, commits an act of bankruptcy, or a bankruptcy petition or bankruptcy order is presented or made in relation to the Supplier; or has a receiver appointed, or a petition for an administration order presented or made; or a resolution or petition to wind up Supplier is passed or presented (otherwise than for reconstruction or amalgamation) or the equivalent of any of these events occurs in any jurisdiction; or
 - (iii) the ownership or control of Supplier is changed to (in BT's reasonable opinion) BT's detriment.
- 19.3. BT may at any time by notice in writing terminate the whole or any part of the Contract or Purchase Order for convenience. Where BT terminates the Contract or Purchase Order under this paragraph the following shall apply:
- (i) BT shall, subject to the next subparagraph, pay Supplier such amounts as may be necessary to cover its reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Contract or Purchase Order prior to termination. If applicable, such may result in reimbursement by Supplier in case of prepayment by BT.
 - (ii) BT shall not pay for any such costs or commitments that Supplier is able to mitigate and shall only pay costs and commitments that BT has validated to its satisfaction. BT shall not be liable to pay for any Applicable Supplies that, at the date of termination, BT is entitled to reject (including any Supplies which BT may have put into service) or has already rejected. BT's total liability under the preceding sub-paragraph above shall not in any circumstances exceed the price that would have been payable by BT for Applicable Supplies if the Contract or Purchase Order had not been terminated.
 - (iii) In this paragraph "Applicable Supplies" means supplies in respect of which the Contract has been terminated under this paragraph, which were ordered by BT under the Contract/Purchase Order before the date of termination, and for which payment has not at that date become due from BT.
 - (iv) The preceding sub-paragraphs encompass the total liability of BT for termination pursuant to this paragraph, and BT shall be liable for no other costs, claims, damages, or expenses resulting from such termination.
- 19.4. Upon termination of the Contract or Purchase Order in accordance with clauses 19.2 and 19.3 and notwithstanding any dispute between BT and Supplier with regard to Supplier's default, Supplier shall at no cost to BT:
- (i) co-operate with and provide such information as is reasonably required by BT to facilitate the smooth transition from Supplier to another supplier;
 - (ii) immediately discontinue all work relating to the Purchase Order(s) or to the part thereof terminated, and shall at BT's option either cancel or assign to BT all outstanding orders for materials and/or work;
 - (iii) promptly deliver to BT all specifications, drawings, technical documentation, models, and the licenses and permits, certificates, attestations and other documents related to the Goods and Services;
 - (iv) disclose and make available to BT all improvements to all of Supplier's improvements to the Goods and Services and the specifications, drawings, technical documentation, models, related thereto (the "Improvements");
 - (v) promptly deliver to BT any equipment, material, specifications, drawings, technical documentation, models, molds, dies, tooling, which were supplied or paid for by BT and are in Supplier's or Supplier's subcontractors' possession;
 - (vi) promptly deliver to BT the inventories of finished and work-in-process Goods located at Supplier's or Supplier's subcontractor's premises;
 - (vii) grant BT the unlimited, worldwide, royalty-free and non-exclusive right to use and practice Supplier's work, specifications, drawings, technical documentation, models, molds, dies, tooling and the licenses and permits, certificates, attestations and other documents related to the Goods and Services and the Improvements to complete the work-in-process in accordance with BT's requirements; and
 - (viii) refund to BT any and all advance payments made by BT provided such payment is not covered by supplies of Goods and Services prior to termination.

20. GENERAL PROVISIONS

- 20.1. *Entire agreement.* In relation to its subject-matter, the Contract is the entire agreement between the parties and governs their relationship to the exclusion (to the extent permitted by law) of any other terms and conditions (other than those implied by law), including, without limitation, those upon which any quotation or tender response has been given to BT. Any terms on Supplier's web site, product schedule, marketing material, product packaging, invoice, any Supplier quote, or other ordering document, or contained in any "shrinkwrap" or "clickwrap" agreement, will have no force or effect.
- 20.2. *Non-exclusivity.* The Contract is non-exclusive and does not restrict BT from purchasing any supplies from any third party.
- 20.3. *No volume commitment.* Unless otherwise expressly stated, BT is under no obligation to purchase any particular volume or value of Goods or Services. Any estimated value stated in the Contract is for administrative purposes only and does not constitute any commitment.
- 20.4. *Variation.* No variation to the Contract shall have effect unless agreed by both parties in writing.
- 20.5. *Waiver.* No waiver by either party shall be effective unless made in writing.
- 20.6. *Legislation.* Any reference to any legislation or legislative provision in the Contract shall be construed as a reference to that legislation or provision as amended, re-enacted or extended at the relevant time.
- 20.7. *Misrepresentation.* Each of the parties acknowledges and agrees that it has not been induced to enter into the Contract in reliance upon, and in connection with the Contract does not have any remedy in respect of, any representation or other promise of any nature whatsoever other than as expressly set out in this Contract. Nothing in this Contract shall operate to limit or exclude any liability for any fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.
- 20.8. *Severability.* If any provision of this Contract, including any limitation, is held by a court or a governmental agency or authority to be illegal, invalid or unenforceable, the remaining terms of this Contract shall not be affected. The Contract shall be interpreted as if the illegal, invalid or unenforceable provision had not been included in it, and the illegal, invalid or unenforceable provision shall be replaced by a mutually acceptable provision which, being legal, valid and enforceable comes closest to the intention of the parties underlying the illegal, invalid or unenforceable provision.
- 20.9. *Survival.* The General Conditions headed "Compliance", "Warranties", "Transfer of Undertakings", "Security of Information", "Confidentiality", "Data Protection", "Intellectual Property", "Indemnity", "Limitation of Liability" and "General" shall survive the Contract.

21. GOVERNING LAW – DISPUTE RESOLUTION

- 21.1. The Contract shall be governed by and construed in accordance with the laws of the Netherlands without recourse to its conflict of law principles.
- 21.2. All disputes arising out of or in connection with the Contract or any Purchase Order shall be settled by a competent court of Amsterdam (The Netherlands). The provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods, (the "Vienna Convention") shall not apply.

Schedules:

Schedule 1 - Procurement of hardware and products

Schedule 2 - Procurement of software

Schedule 3 - Protection of Personal Data

Schedule 1 - Procurement of hardware and products, including OEM products for resale

1. DISTRIBUTOR OR RESELLER

- 1.1. If Supplier is a distributor, reseller, or channel partner of the Goods, or is subcontracting its obligations under this Contract to provide the Goods, it shall either prior to:
- entering into this Contract provide BT with a list of its suppliers and/or sub-contractors that may be used for the purpose of providing the Goods; or
 - accepting a Purchase Order, notify BT and seek its consent to engage the services of suppliers and/or sub-contractors to provide the Goods set out on the Purchase Order.

2. APPOINTMENT OF RESELLER AND LICENSE TERMS

- 2.1. Supplier appoints BT as a non-exclusive reseller of the Goods and suppliers in the territory provided for in the Purchase Order subject to the terms and conditions of this Contract.
- 2.2. Supplier shall make available the Goods or Services to BT at the prices stated in or as calculated in accordance with this Contract. Supplier shall not impose minimum resale price to BT.
- 2.3. Supplier grants to BT a non-exclusive, irrevocable perpetual worldwide license to use, copy, develop, modify, run, install, maintain, distribute, make available or otherwise interact with the functionality of any software in Goods and to grant sub-licenses on the same basis to BT's customers.
- 2.4. BT shall not be bound to purchase any Goods from Supplier.

3. COUNTERFEIT WORK

- 3.1. For purposes of this clause, Work consists of those parts delivered under the Purchase Order that are the lowest level of separately identifiable items. "Counterfeit Work" means: (i) Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method; (ii) Work that has reached a design life limit, (iii) Work that has been damaged beyond possible repair, but is altered and misrepresented as acceptable, or (iv) previously used parts pulled or reclaimed as "new". Supplier represents, warrants and shall ensure that Counterfeit Work is not delivered to BT. Supplier shall only purchase Goods to be delivered and incorporated as Work to BT directly from the Original Equipment Manufacturer (OEM), or through an OEM authorized distribution chain.
- 3.2. In the event that Work delivered under the Purchase Order constitutes or includes Counterfeit Work, Supplier shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of the Purchase Order. Notwithstanding any other provision in the Purchase Order, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation BT's costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged.

4. PACKING AND MARKING

- 4.1. Supplier shall, in accordance with the requirements of BT, adequately protect, pack and mark the Goods for transportation to their final destination and/or for prolonged storage and, in the absence thereof, at least in conditions consistent with generally accepted practice for the type of Goods in question and in accordance with mandatory legislation.
- 4.2. Each package shall be numbered and labeled with BT's Purchase Order number, article number and any other marks specified in the Purchase Order. An itemized list of the contents shall be attached in a waterproof covering on the outside of each package. All costs for such protection, packing and marking shall be deemed included in the Price.

5. EXPEDITING, INSPECTION AND TESTING

- 5.1. At BT's option, the inspection and/or testing of the Goods shall be performed at BT's facilities and/or Supplier's facilities by BT, BT's customer or representative and regulatory bodies – such includes as well the applicable areas of facilities and records related to the Goods and Services. In the latter case, BT may witness such inspection and/or testing at BT's cost. Promptly after the completion of the inspection and testing, Supplier shall deliver to BT a written report thereof. All costs related to inspection and/or testing and the written report shall be deemed included in the Price.
- 5.2. During normal working hours or at such other times as mutually agreed upon, BT or its agent shall be granted access to Supplier's premises and/or the premises of Supplier's subcontractors and suppliers, where Goods are located, to monitor the progress of any and all work relating to the Goods and/or to inspect and/or to test the Goods at any and all stages of the production and/or performance process and/or to review compliance with legal requirements, all licenses and permits, certificates, attestation and other documents, specified in the Purchase Order or in the absence thereof as generally required for the type of Goods. Supplier, at its expense, shall make available to BT or its nominee all tools, instruments, facilities, services and labor for conducting such inspection and/or tests.
- 5.3. Any inspection and/or testing of the Goods, the work related thereto, and/or any models, tooling and other items related thereto and/or the inspection of licenses and permits, certificates, attestation, drawings, technical documentation and any other documents, related to the Goods shall not constitute nor be deemed to constitute final acceptance in part or in whole of the Goods or any part thereof, nor shall it relieve Supplier from any of Supplier's responsibilities under the Purchase Order, such as its responsibility for apparent and hidden defects.

6. DELIVERY, ACCEPTANCE AND DELIVERY TIME AND TERMS FOR GOODS

- 6.1. Supplier shall deliver Goods to or at such address(es) and at such times as are specified in the Contract and/or Purchase Order. If requested to do so, Supplier shall give BT details of the weight and material composition of any packaging and/or batteries forming part of or accompanying Goods or supplies.
- 6.2. Notwithstanding what is stated in clause 6 of the General Conditions, any acceptance of the Goods shall be subject to the successful completion of the acceptance procedures and tests specified in the Purchase Order or any other documentation. BT's failure to object or reject the Goods within thirty (30) days as from the delivery for any visual and transport damage or loss, shall constitute an unconditional acceptance thereof by BT.
- 6.3. Supplier undertakes that unless Supplier gives notice as indicated below, Supplier shall make Goods of the same type as those described in the Purchase Order as well as spare parts for the repair or part replacement of such Goods throughout the period of normal duration of life of the Goods and at a fair and reasonable price. Supplier shall give BT no less than one (1) year prior written notice in the event of the discontinuance of the production of the Goods and/or the availability of the Services or any major part thereof and shall give BT a last time opportunity to purchase Goods and/or Services in such quantity as BT may request at terms and conditions which are no less favorable than those contained in the Purchase Order for the Goods or Services in question.
- 6.4. Supplier shall supply certificates of origin of materials, components and/or of the Goods as specified in the Purchase Order or as required by laws and regulations. In addition, Supplier shall supply a certificate of conformity (COC) with the specifications and/or reference samples and models at first request of the BT. All costs for such certificates shall be deemed included in the Price, unless otherwise agreed in writing.

7. RISK AND TITLE IN GOODS

- 7.1. The Goods shall be at the risk of Supplier until delivery to BT at its premises or as otherwise specified by BT.
- 7.2. Title in the Goods shall pass to BT on the earlier of either delivery of the Goods or payment (including partial payment) without prejudice to any right of rejection to which BT may be entitled hereunder or otherwise.

8. PRICE - TERMS OF PAYMENT – TAXES AND DUTIES

- 8.1. The Price is valid for delivery of the Goods Delivery Duty Paid (Incoterms 2012) for deliveries from countries other than the Netherlands - unless specified differently.

9. WARRANTY

- 9.1. In addition to the warranties set forth in clause 8 of the General Conditions, Supplier hereby warrants that:
- the Goods, all components and any part thereof shall be free from defects in design, material and workmanship;
 - no rights in or to the Goods have been or will at any time be granted to anyone else, and no one else has or will at any time have any rights in or to the Goods; and it will promptly at BT's request do all acts and execute all documents necessary to secure for BT full benefit of the Service Order; and
 - Supplier's organization providing Goods, and processes related to the design, development, manufacturing, delivery and shipment of the Goods is ISO9001 certified or certified by another quality system as approved by BT (the "Warranties"). Such implies that in the event Supplier intends to ship Goods which are or may have the

risk of non-conformity with the specifications, Supplier shall promptly inform BT thereof in writing and needs to obtain BT's prior written approval for shipment and delivery of such Goods to BT and the concession number of BT for labeling of the concerned Goods;

- 9.2. Where Supplier is not the original manufacturer of the Goods and/or software, Supplier will ensure that BT and its customers have the benefit of any manufacturer warranties and any Intellectual Property indemnities ("IP Indemnity"). The inability to pass on to the BT customer the manufacturer warranties and/or IP Indemnity will be a cause for BT, at its election, to terminate the purchase of the affected Goods and/or software and associated Purchase Order (either in whole or in part) without liability.
- 9.3. Supplier represents and warrants that it has all the necessary rights, permissions and authorizations to sell Goods to BT for the purpose of resale or transfer to BT's customers for their use.
- 9.4. All spare parts that are obsolete as a result of a breach of the Warranties shall be replaced with conforming spare parts at Supplier's cost. At BT's option, Supplier shall either take back at its sole cost all spare parts that are obsolete as a result of a breach of the Warranties or refund to BT the cost of disposal of such obsolete spare parts and any costs and expenses incurred by BT in connection therewith.

10. SOFTWARE

With respect to all software delivered or required to be delivered under the Contract Supplier hereby grants to BT free of all additional charges, a non-exclusive worldwide irrevocable right to use and exploit as reasonably required pursuant to the Contract and warrants that it will be free on delivery from any viruses, worms, trojans, malware, adware and forms of electronic repossession.

Schedule 2 – Procurement of software

1. DEFINITIONS

- 1.1. "Excluded IP Rights" means the logos, get-up, trade names, internet domain names, database rights, semi-conductor topography rights, utility models, rights in know-how belonging to any party whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.
- 1.2. "Pre-Existing IP" means all Intellectual Property owned by a legal entity or other person, the ownership of which either (i) pre-dates the Effective Date, or (ii) arises exclusively as a result of independent development by such legal entity or other person and not as a result of the performance of this Contract or of such legal entity's or other person's exposure to any Confidential Information or other Intellectual Property of the BT Group.
- 1.3. "Work Product" means all items and information, tangible or intangible, in whatever form or media, whether or not physically delivered to BT or protectable or registrable anywhere in the world as Intellectual Property, which are created, conceived, developed, made, discovered or otherwise result from the Services or are otherwise incorporated into the results of such Services, together with all Intellectual Property in any of the foregoing.

2. DUTIES OF SUPPLIER

- 2.1. During the term described in this Contract, Supplier shall:
 - (i) Provide the Services described in each Statement of Work using all commercially diligent and good faith efforts by or before the associated milestone;
 - (ii) Commit and use sufficient resources and qualified personnel necessary and appropriate for the timely and satisfactory provision of the Services;
 - (iii) Ensure that Supplier and its employees comply with all BT policies and regulations, including without limitation, BT's health and safety, security, and code of conduct policies;
 - (iv) Ensure that any employee, contractor, or subcontractor of Supplier has the legal right to work in the country where the Services are being performed;
 - (v) Ensure that Supplier and its employees comply with BT's requirements regarding Pre-Employment Check;
 - (vi) Cooperate with BT and provide BT reasonable access during Supplier's normal business hours to Contract Personnel;
 - (vii) Conduct periodic status meetings, as reasonably requested by BT, and provide written status reports to BT concerning Supplier's progress against Milestones; and
 - (viii) Notify BT of any factor, occurrence, non-occurrence or event that is likely to cause a material delay in delivery of any Services or that is likely to adversely affect Supplier's ability to meet any obligation under this Contract.

3. ENGAGEMENT AND ACCEPTANCE OF SERVICES

- 3.1. Both parties acknowledge time is of the essence in performance of the Services on or before the milestones specified in each Statement of Work.
- 3.2. A Statement of Work is valid only if (i) it is signed by BT and Supplier, and (ii) BT has issued a Purchase Order number to Supplier covering the Services in the Service Schedule if Services are for deliverables of hardware, software, professional services or similar tangible goods and services. BT will have no duty to pay Supplier for any Services performed prior to BT's tender of a signed Statement of Work, including a Purchase Order number, to Supplier.
- 3.3. BT may add Services to this Contract by an additional (or amended) Statement of Work signed by the Parties. Any additional services beyond the Services shall be billed in accordance with the mutually agreed upon prices set forth in the applicable Statement of Work. Such additional service rates shall be specified in a Statement of Work prior to performance by the Supplier.
- 3.4. Unless otherwise specified in a Statement of Work, BT will have ten (10) business days from receipt of the Services to verify conformance to the Statement of Work requirements. BT may reject any nonconforming Services by providing notice of the nonconformity. Supplier will re-perform the Services so that the Services conform to the Statement of Work within a commercially reasonable time period specified by BT. If BT reasonably determines that Supplier is, or has become, unable to perform the Services in conformance with a Statement of Work, BT shall have the right as a nonexclusive remedy to terminate the Statement of Work and/or associated Purchase Order pursuant to clause 19 ("Term and Termination"), remedy the deficiency itself, or have a third party remedy the deficiency at Supplier's expense.

4. ACCESS, REPORTING AND CONTRACT GOVERNANCE

- 4.1. Supplier shall:
 - (i) give to (or procure the giving to) BT (or any person authorized by BT) such access at all reasonable times to Supplier's and any subcontractor's records and premises as BT may require from time to time to assess the performance and progress of the Contract; and
 - (ii) provide such reports to BT on the performance and progress of the Contract as BT shall from time to time reasonably require; and
 - (iii) attend (by representation at an appropriate experienced and senior level) such meetings at such times and at such frequency as BT shall from time to time reasonably require to review and discuss the performance, progress and direction of the Contract, including, without limitation and as required by BT, Supplier's performance against any specific levels of performance or achievement as may be prescribed by the Contract, prioritizations, escalations, efficiency, improvements, remedial plans and/or relationship issues.

5. CONTRACT PERSONNEL

- 5.1. Supplier will require Contract Personnel to comply with the applicable terms of this Contract and Purchase Orders.
- 5.2. Supplier agrees to staff with qualified professionals as necessary to properly perform Supplier's obligations under this Contract and shall ensure that all Contract Personnel are competent, appropriately qualified and meet with BT's reasonable satisfaction. If BT determines that the performance or conduct of any Contract Personnel is unsatisfactory, BT will notify Supplier and Supplier will promptly take all necessary actions to replace or remedy the performance or conduct of Contract Personnel. BT is not obligated to pay for Services provided by the removed Contract Personnel following request by BT for removal nor for Supplier's costs associated with replacing Contract Personnel.
- 5.3. Personnel Continuity. BT shall be entitled to decline to accept on the Project for any reason any person (including a replacement) proposed by Supplier and in such event Supplier shall propose a replacement without delay. Supplier shall ensure continued availability of each member of the Supplier Project team communicated to BT or working on the Project for and during Project. In the event of sickness of any such staff, Supplier will promptly notify BT.
- 5.4. Replacement of Personnel. If Supplier wishes for any reason to replace any member of the Supplier Project team, it shall seek the prior written approval of BT, such approval not to be unreasonably withheld or delayed. If BT considers any member of the Contract Personnel is not appropriate for the purpose of this Contract, BT shall have the right to request the Supplier to change such members and Supplier shall replace such member with a suitable staff member without delay.
- 5.5. Supplier must immediately notify BT by telephone (followed by written confirmation within 24 hours) of any (i) Deliverable that fails to comply with applicable safety rules or standards of any government agency, (ii) any Deliverable containing a defect that could present a substantial risk to the health of the public or the environment, or (iii) any situation involving Contract Personnel that could pose a substantial risk to BT personnel.
- 5.6. Supplier will and will cause Contract Personnel to adhere to all BT physical and data security requirements. Physical security access rights to BT premises will be designated by BT in accordance with BT security guidelines. Supplier will abide by all procedures and policies applicable to BT premises access rights. All Contract Personnel must receive a security badge from BT before performing any portion of Services on BT premises and will wear the badge at all times while on BT premises.
- 5.7. Upon breach of this subsection, BT may immediately terminate this Contract or any Order at its sole discretion.
- 5.8. Supplier must make Contract Personnel available to BT promptly for purposes of BT investigations arising from Supplier or Contract Personnel conduct or performance under or related to this Contract and must provide information relevant to the investigation as reasonably requested.
- 5.9. Supplier will, within 30 calendar days of the written request of BT, (i) ensure that all Contract Personnel providing Services under this Contract complete any training provided by BT; and (ii) have a Supplier officer certify that the applicable Contract Personnel have completed the training.

6. EXPENSES

- 6.1. If expressly stated in an applicable Purchase Order, pre-approved travel and living expenses of Contract Personnel will be reimbursed accordingly by BT upon transmission of expense notes or justification in writing and unless expressly stated, shall be subject to the limitations of, BT's then current travel and expenses policy, which can be provided to Supplier on request.

7. WARRANTIES

- 7.1. In addition to the warranties set forth in clause 8 of the General Conditions "Warranty", Supplier warrants that the Services will be designed, provisioned, operate, and perform substantially in accordance with their applicable published specifications or as otherwise agreed for the term under the Statement of Work which governs the Service.
- 7.2. Supplier represents and warrants that it will provide Service with the reasonable skill and care of a competent service provider at or above the standards set out in the Service Level Agreement.

8. SECURITY OF INFORMATION

- 8.1. Without prejudice to any obligations of confidentiality it may have, where Supplier or Contract Personnel have access to BT's computer systems or to BT's information, Supplier shall:
 - (i) ensure such information is not disclosed to or accessed by Contract Personnel not directly employed by the Supplier without BT's prior written consent; and
 - (ii) keep (and ensure all relevant Contract Personnel keep) such information secure and confidential, act only on BT's instructions with respect to it, and comply with such further reasonable requirements from time to time of BT for the security of it; and
 - (iii) allow (and ensure that all relevant Contract Personnel allow) BT or its authorised representatives such access to premises, systems and records containing such information as is reasonably necessary to assess the Supplier's compliance with this General Condition; and
 - (iv) take all measures (including testing using the most recent, commercially available anti-virus software) necessary to protect BT's systems from any virus infection when work is carried out at BT's premises. For the purpose of this Article, "viruses" shall be understood to include "logic bombs", and both terms shall have the meaning commonly assigned to them by the computer (software) industry.
- 8.2. Any breach of this clause "Security of Information" by Supplier shall be deemed to be a material breach of the Contract.
- 8.3. Without prejudice to BT's rights and remedies under the Contract, Supplier shall at its own cost and expense take all steps necessary to restore the lost or corrupted information to the last back-up and/or terminate the unauthorised use of or access to the information to the extent it caused such loss, corruption or unauthorised use of the information.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Unless otherwise agreed in writing, BT shall be the sole owner of all right, title and interest to the Work Product including all Intellectual Property Rights therein but excluding the Excluded IP Rights. To the extent the Work Product consists of works protectable by copyright, the parties agree that the Work Product shall be deemed work-made-for-hire (as defined in the US Copyright Act of 1976), with all copyrights vesting immediately in BT.
- 9.2. With respect to all forms of Intellectual Property Rights and except for the Excluded IP Rights, Supplier on behalf of itself and all Contract Personnel hereby assigns to BT the ownership of all Intellectual Property in the Work Product, and Supplier agrees, and will cause all Contract Personnel, to execute all documents, perform all acts and provide any other assistance or information, all as necessary or appropriate to BT's perfection of its sole ownership of such Intellectual Property and Work Product. Notwithstanding the foregoing but subject to clause 9.5 below, the terms of this clause 9.2 shall not apply to the Excluded IP Rights and any Pre-Existing IP of Supplier or any third party incorporated into the Work Product.
- 9.3. Supplier shall, and shall cause all Contract Personnel to, promptly disclose all portions of the Work Product to BT, including any writings, concepts, processes, ideas, methods, inventions, improvements or discoveries, whether or not copyrightable or patentable, drawing attention to any new or innovative features or concepts therein.
- 9.4. All Work Product shall constitute Confidential Information of BT. Supplier shall, and shall cause all Contract Personnel to, mark all tangible embodiments of Work Product, including software, with the legends "Confidential Information of BT" and "© 20XX BT. All Rights Reserved" immediately upon creation.
- 9.5. Supplier shall not, without the prior written consent of BT, incorporate into the Work Product any Pre-Existing IP in which Supplier, any Contract Personnel or any other person claims an ownership interest that would conflict with BT's sole ownership pursuant to this Intellectual Property Rights provision. Supplier shall immediately identify to BT any Intellectual Property as to which it intends to seek such consent, and BT may withhold such consent in its sole discretion. Supplier hereby grants (and if necessary shall cause all Contract Personnel and any other relevant legal entity or other person to grant) to BT a non-exclusive, non-terminable, non-cancellable, fully-paid up, royalty free, assignable, transferable, sub-licensable, irrevocable, worldwide, perpetual license to copy, distribute, perform publicly, display publicly, prepare derivative works of, make, have made, use, have used, sell, have sold and modify or have modified any and all Pre-Existing IP incorporated into the Work Product (but only to the extent so incorporated and excluding all Excluded IP Rights), all as reasonably necessary or appropriate to BT's enjoyment and commercial exploitation of its rights of ownership of the Work Product pursuant to this Intellectual Property Rights provision. Supplier hereby represents and warrants to BT that it possesses all ownership or license rights or other powers necessary to grant (or to cause Contract Personnel and any other relevant legal entity or other relevant person to grant) to BT the rights described in this Intellectual Property Rights provision.

10. SERVICE TRANSITION

- 10.1. Ramp Up. BT may in its reasonable discretion require that the term of an applicable Purchase Order, include a ramp up period of six (6) months or as otherwise agreed by the Parties. The Parties shall reduce any affected minimum revenue or purchase commitments proportionately due to delays in implementation of Services that are not due to BT or third parties under BT's control.
- 10.2. Ramp Down. Supplier shall continue to provide the Services at the rates and charges and terms and conditions and Service Levels contained in this Contract on a month-to-month basis for a period not to exceed six (6) months after receipt or issuance of written notice of termination of this Contract (the "Transition Period"). During the Transition Period, no minimum purchase requirements, or termination liabilities (for avoidance of doubt, such ramp down of Services shall not be considered as a termination for convenience), shall apply.

11. TERMINATION

- 11.1. In the event all or part of a Purchase Order is terminated subject to the provisions of this Contract, Supplier shall immediately deliver to BT all copies of the Work Product that are in its or any third party's possession, whether or not such Work Product has been completed or is still in progress. Such Work Product shall, for all purposes of this Contract, be deemed a Deliverable delivered to BT, with respect to which BT shall have all applicable ownership rights.

12. ESCROW

- 12.1. Upon request by BT, Supplier will deposit in escrow with an escrow agent acceptable to BT and pursuant to a mutually acceptable escrow agreement supplemental to this Contract, a copy of the source code which corresponds to the most current version of the licensed software in use by BT. Supplier shall pay all fees of the escrow agent for services provided.
 - 12.2. If Supplier currently maintains or enters into an escrow agreement for the Licensed Software source code for the benefit of other customers of Supplier, then Supplier shall provide to BT a current copy of such escrow agreement within ten (10) days of BT request and if such existing escrow agreement is acceptable to BT, Supplier shall include BT as a third party beneficiary of such escrow agreement at no charge to BT. In such case, the existing escrow agreement shall be considered a supplemental agreement to this Agreement. If such existing escrow agreement is not acceptable to BT, and BT and Supplier elect not to enter into a separate escrow agreement, BT and Supplier shall enter into an amendment to such existing escrow agreement which provides mutually acceptable terms and conditions, at a minimum, such terms and conditions shall allow BT to conduct an audit of, or shall require that the escrow agent conduct an audit of, the copy of source code in escrow to ensure that such copy meets the requirements established in this Section.
- Supplier's entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve Supplier of its obligations to BT described in this clause 12.

1 PROTECTION OF PERSONAL DATA

1.1 This Condition 1 will apply only to the extent that Personal Data is provided by BT to the Supplier or otherwise acquired or generated by the Supplier in relation to the Contract. For the purposes of this Condition, "BT" shall also mean any company that is from time to time in the same group (as defined by s.474(1) Companies Act 2006) as BT which provides Personal Data to the Supplier or in relation to which the Supplier acquires or generates Personal Data in relation to the Contract.

1.2 In addition to the terms set out in Condition 1 (Definitions), the following terms will have the following meanings:

"Adequate Country or Sector" means (i) a country within the European Economic Area ("EEA"), or (ii) a country, territory or sector (the latter, from the date the GDPR applies) within a country which has been subject to a finding, and continues to be subject to a finding for the duration of the Contract, of an adequate level of protection by the European Commission, excluding the United States of America; **"BT Security Requirements"** means any obligation imposed on the Supplier in relation to security under the Contract, including (but not limited to) those relating to BT's security requirements, payment card data security standards, work site and security and/or set out in Schedule 3 (Processing Appendix);

"Controller", "Data Subject", "Personal Data", "Process/Processing", "Processor", "Recipient" and **"Supervisory Authority"** will have the meanings ascribed to them in the Directive, and when applicable in the GDPR, and **"Binding Corporate Rules"** and **"Personal Data Breach"** will have the meanings ascribed to them in the GDPR and, for the avoidance of doubt, they will apply from the Commencement Date;

"Data Protection Legislation" means collectively (i) the Directive, (ii) other applicable legislation of the European Union, (iii) applicable local legislation relating to the Processing of Personal Data, and (iv) when applicable, the GDPR, and any successor legislation or regulation;

"Directive" means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

"GDPR" means General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and any amendment or replacement to it;

"Controller to Processor Model Clauses" (Model Clauses) means the standard contractual clauses for the transfer of personal data to processors established in third countries, as adopted by the European Commission by its Decision C(2010) 593 of 5 February 2010 (as amended or replaced from time to time) and set out in the European Commission's relevant website (as amended or replaced from time to time): http://ec.europa.eu/justice/data-protection/international-transfers/transfer/index_en.htm;

"Processing Appendix" means each appendix containing the details of the Processing of the Personal Data under the Contract as agreed by the Parties and incorporated into Schedule 3; and **"Sub-Processor"** means any third party that the Supplier engages to Process Personal Data for the purposes of the Contract; and

"Transfer" or **"Transferred"** means the provision of access to and/or the transfer of Personal Data by or to a Recipient.

1.3 Subject to Conditions 1.4 and 1.5, BT will be the Controller and the Supplier will be the Processor in respect of all Personal Data Processed by the Supplier for the purposes of the Contract as described in Schedule 3 (Processing Appendix).

1.4 Where the Supplier Processes Personal Data (limited to business contact details) of BT's personnel (employees, agents and subcontractors) as Controller for purposes of contract administration, it will do so strictly in accordance with Data Protection Legislation. Where the Supplier (alone or jointly with BT) may need to Process Personal Data for any other purpose as Controller, it will do so only to the extent agreed by BT, and Parties will comply with their respective obligations set out in Schedule 4 (Supplemental Data Protection Conditions). In the event of a Personal Data Breach of any Personal Data which the Supplier Processes as Controller, the Supplier will promptly notify BT of the Personal Data Breach and provide any information BT may reasonably require relating to that Personal Data Breach.

1.5 Where, for the purposes of the Contract, BT acts as Processor (on behalf of BT's customer) and the Supplier acts as BT's Sub-Processor, BT's instructions (including those set out in the Contract) to the Supplier will include BT's customer's relevant instructions, and where BT's customer requires BT to agree to certain (flow down or other) terms in relation to the Processing of the Personal Data, Parties will set out those terms in Schedule 4 (Supplemental Data Protection Conditions).

1.6 The Supplier will (and will procure that its Contract Personnel will), at the Supplier's expense:

(a) Process the Personal Data as a Processor for the purposes described in Schedule 3 (Processing Appendix) and in accordance with BT's documented instructions (the **"Permitted Purposes"**), unless the Supplier is required by laws of the EU or a member state of the EU (from time to time) to Process Personal Data otherwise, in which case the Supplier will inform BT of that legal requirement before the Processing of the Personal Data, unless applicable law prohibits the Supplier from doing so on important grounds of public interest. In no event will the Supplier Process the Personal Data for its own purposes or those of any third party;

(b) not amend the contents of the Personal Data and not disclose the Personal Data to any third party except as permitted by the Contract, or required by applicable law or with BT's prior written consent;

(c) implement appropriate technical and organisational measures (and, where relevant, those prescribed elsewhere in the Contract, including BT Security Requirements) to protect the Personal Data against any unauthorised and unlawful Processing, including, but not limited to, against a Personal Data Breach. The Supplier will keep such measures under review and update them where necessary so that they remain appropriate and, at BT's request, the Supplier will provide BT with a written description of them. Such measures will include:

- (i) encryption and pseudonymisation of Personal Data, as appropriate, or as may be required by BT Security Requirements;
- (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of relevant systems and Services that Process the Personal Data;
- (iii) the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident, including, but not limited to, a Personal Data Breach; and
- (iv) a process for regularly testing, assessing and evaluating the effectiveness of the Supplier's technical and organisational measures for ensuring the security of the Processing of Personal Data under the Contract;

(d) ensure that all Contract Personnel that are authorised by the Supplier to Process the Personal Data are bound by a duty of confidentiality, and shall not permit any person to Process the Personal Data who is not under such a duty of confidentiality. The Supplier will ensure that all such Contract Personnel will Process the Personal Data only as necessary for the Permitted Purposes and have undertaken training appropriate to their roles under the Contract;

(e) notify BT without undue delay, and in any event, no later than 12 hours from the time the Supplier became aware that any Personal Data has been the subject of a Personal Data Breach and without prejudice to BT's right to seek any other legal remedy under the Contract, promptly and in any event within the timeframe reasonably required by BT:

- (i) investigate the Personal Data Breach and provide BT with a detailed description of it and any other information BT may reasonably request relating to it, including, but not limited to, any information required by BT to fulfil its data breach reporting obligations under the Data Protection Legislation;
- (ii) take appropriate actions to identify and mitigate the effects of any such Personal Data Breach and to prevent the recurrence of it, and notify BT of those actions; and
- (iii) provide BT with co-operation and assistance in relation to the Personal Data Breach and carry out any recovery or other action BT may reasonably request to remedy the Personal Data Breach; and the Supplier may not engage or communicate with any third party (including a Supervisory Authority) in relation to any Personal Data Breach without BT's prior written approval, provided that nothing in this Condition 1.6(e) shall prevent the Supplier from communicating with a Supervisory Authority to the extent necessary to comply with the Data Protection Legislation;

(f) promptly notify BT if it becomes aware of:

- (i) any request from a Data Subject to exercise any of its rights under Data Protection Legislation (including providing BT with a copy of the Personal Data in the format and media specified by BT); and
- (ii) any other correspondence, enquiry, claim or complaint received from a Data Subject, Supervisory Authority or other third party in connection with the Processing of the Personal Data or either Party's compliance with the Data Protection Legislation in connection with the Contract,

and will assist BT, including by appropriate technical and organisational measures, and provide BT with details of any such request, correspondence, enquiry, claim or complaint in writing to enable BT to respond to the same within the timescales set out in any such request or notice, or as otherwise reasonably required by BT, and the Supplier will not respond to the same directly without BT's written approval;

- (g) immediately notify BT in writing if it is of the opinion that compliance with an instruction of BT would infringe Data Protection Legislation;
- (h) keep complete and accurate written records of all Processing of Personal Data by it under the Contract;
- (i) taking into account the nature of the Processing and the information available to the Supplier and within the timeframe reasonably required by BT, assist BT to enable it to comply with its obligations under Data Protection Legislation;
- (j) upon expiry or termination of a Service under the Contract, at BT's option, securely delete or return the Personal Data to BT and promptly certify in writing to BT that it has done so. Where the Supplier is required by laws of the EU or a member state of the EU (from time to time) to retain a copy of the Personal Data, the Supplier will (i) promptly give written notice to BT of that requirement and (ii) Process that Personal Data as Controller in accordance with Data Protection Legislation;
- (k) comply with all Data Protection Legislation, and have due regard to any relevant guidance and codes of practice on the Processing of Personal Data, and not perform its obligations under the Contract in such a way as to cause BT to breach any of its obligations under Data Protection Legislation.

1.7 By entering into the Contract, BT gives its specific written authorisation to the Supplier to use the Sub-Processors listed in Schedule 3 (Processing Appendix). The Supplier will seek BT's prior written authorisation at least 30 days before the Supplier intends to engage any other Sub-Processor, remove an existing Sub-Processor or change the details of the Processing a Sub-Processor performs or will perform. If BT (acting reasonably) does not give its authorisation to the Supplier to use any such Sub-Processor, the Supplier will not use that Sub-Processor and will seek BT's prior written authorisation to engage a replacement Sub-Processor within a reasonable time period, at no additional cost to BT. The Supplier will ensure that it and the Sub-Processor will enter into a written contract which impose on the Sub-Processor the same data protection obligations as those are set out in the Contract. The Supplier will remain fully responsible and liable to BT for the performance of those obligations by each Sub-Processor. The Supplier shall maintain and provide updated copies of Schedule 3 (Processing Appendix) to BT when it adds or removes Sub-Processors in accordance with this Condition.

1.8 The Supplier will not Transfer Personal Data from the UK or a country within the EEA to a non-Adequate Country or Sector except where the Supplier has provided appropriate safeguards by entering into standard contractual (and from the date the GDPR applies, standard data protection) clauses as set out in the Contract, or by relying on Binding Corporate Rules applicable to the Supplier and, at BT's request, the Supplier will provide written evidence and a copy of the Transfer mechanism it relies on. The Supplier will not use any other Transfer mechanism without BT's prior written consent. Where the Supplier is the Recipient of the Personal Data in a non-Adequate Country or Sector as Processor, BT (acting as data exporter) and the Supplier (as data importer) will enter into the Model Clauses by entering into the Contract and the Model Clauses are incorporated into the Contract by reference. Schedule 3 (Processing Appendix) will contain the details of the Processing required by Appendices 1 and 2 of the Model Clauses, a list of the Supplier's sub-processors and BT approves them by entering into the Contract. In case of Condition 1.5, at BT's request, the Supplier (acting as data importer) will enter into the Model Clauses directly with BT's customer (acting as data exporter). In the event of a Transfer of Personal Data from a country (outside the EEA) where applicable laws require BT to put in place a data Transfer agreement to lawfully perform such Transfer, the Supplier will (or ensure that the relevant Recipient of the Personal Data will) enter into such data Transfer agreement with BT.

1.9 Where the Supplier is the Processor of the Personal Data within the EEA and the relevant Recipient of the Personal Data is in a non-Adequate Country or Sector,

- (a) BT appoints the Supplier to enter into the Model Clauses with those Recipients (acting as data importers) in the name and on behalf of BT or, in case of Condition 1.5, on behalf of BT's customer (acting as data exporter), as an agent. Schedule 3 (Processing Appendix) will contain the details of the Processing as required by Appendices 1 and 2 of the Model Clauses, a list of all such Recipients (acting as data importers) and their sub-processors and BT approves them by entering into the Contract; or
- (b) at BT's option, the Supplier will ensure that the relevant Recipient of the Personal Data (acting as data importer) will enter into the Model Clauses directly with BT or (in case of Condition 1.5) with BT's customer (acting as data exporter), and

in each case, the Supplier will remain fully responsible and liable to BT for the performance of the Model Clauses by each such Recipient of the Personal Data (acting as data importer).

1.10 If any of the Personal Data is Processed in the USA, the Supplier and/or any relevant Recipient of the Personal Data may rely on the EU-US Privacy Shield program (adopted by the European Commission's Decision (EU) 2016/1250 of 12 July 2016) to ensure an adequate level of protection for the Personal Data Transferred to the USA only with BT's prior written consent. If relying on the EU-US Privacy Shield, the Supplier warrants that it and/or the relevant Recipient:

- (a) has joined the EU-US Privacy Shield program and self-certified with the US Department of Commerce that it will comply with the EU-US Privacy Shield requirements as of the Commencement Date; and will maintain its self-certification and participation in the EU-US Privacy Shield program for the duration of the Contract;
- (b) will acknowledge and agree that the Processing of the Personal Data by it and/or the relevant Recipient in the USA, is conditional on its and/or the relevant Recipient's self-certification and participation in the EU-US Privacy Shield program and that if such registration is not maintained for any reason, then it will immediately notify BT in writing and at BT's instruction and option, will (i) procure that it and/or the relevant Recipient of the Personal Data will promptly take such steps (including putting an alternative Transfer mechanism in place such as the Model Clauses) as may be required by BT to ensure

that the Processing of Personal Data by it, and/or the relevant Recipient in the USA, continues to comply with the Data Protection Legislation or (ii) promptly cease the relevant Transfers of Personal Data and, at BT's option, delete or return the Personal Data to BT; and

- (c) will acknowledge and agree that in the event of a conflict between the requirements of the EU-US Privacy Shield and the Contract (including BT's instructions), the Contract will prevail.
- 1.11 If the Model Clauses or any other Transfer mechanism is replaced, amended or no longer recognised as a legally valid Transfer mechanism under Data Protection Legislation, or any Supervisory Authority requires Transfers of Personal Data under any such Transfer mechanism to be suspended, then the Supplier will immediately notify BT in writing and, at BT's instruction and option, the Supplier will (a) procure that it and/or the relevant Recipient of the Personal Data will promptly take such steps (including putting an alternative Transfer mechanism in place) as may be requested by BT to ensure that the Processing of Personal Data by it and/or the relevant Recipient continues to comply with the (then applicable) Data Protection Legislation, or (b) promptly cease the relevant Transfers of Personal Data and, at BT's option, delete or return the Personal Data to BT.
- 1.12 Without prejudice to any other right of audit that BT may have, within the timeframe reasonably required by BT, the Supplier will make available to BT all information necessary to demonstrate its compliance with the Contract and/or the Data Protection Legislation and, upon BT giving reasonable notice, allow BT (including third parties appointed by BT) and regulatory authorities (including a Supervisory Authority), (jointly: "**Auditing Parties**") to conduct an audit (including inspections) to enable the Auditing Parties to verify such compliance. Such audit may require access to the Supplier's (and its Contract Personnel's) premises, facilities, equipment, information and records, and the Supplier (and its Contract Personnel) shall contribute to such audit as may be reasonably required by BT. In the event of a Personal Data Breach or a breach of the Contract in relation to the Processing of Personal Data, the Supplier will (a) allow the Auditing Parties, promptly and in any event no later than 48 hours after BT has given written notice to the Supplier, to conduct an audit and (b) provide contributions to such audit as set out in this Condition 1.12. The reasonable cost and expense of any audit under this Condition 1.12 will be borne by BT, unless the audit identifies that the Supplier is not complying with its obligations under the Contract, in which case the Supplier will be responsible for the full cost and expense of the audit (including professional fees and/or any Auditing Party's fees or expenses). The Supplier will remedy, at its own expense, any non-compliance identified by any Auditing Party within the timeframe reasonably required by BT.
- 1.13 Any breach of this Condition by the Supplier will be deemed to be a material breach of the Contract and the Supplier will indemnify BT from and against any costs, losses, damages, proceedings, claims, expenses, demands, penalties or fines incurred or suffered by BT which arise as a result of or in connection with (a) such breach and (b) a Personal Data Breach of any Personal Data in the possession or under the control of the Supplier.
- 1.14 Unless required to do so by the Supervisory Authority (or any other competent authority) or by applicable law, the Supplier will not make any payment or any offer of payment to any Data Subject in response to any complaint or any claim for compensation arising from or relating to the Processing of Personal Data, without BT's prior written agreement.
- 1.15 In the event of any change in the Data Protection Legislation subsequent to the date of signature of the Contract, BT and the Supplier will work together to agree on such amendments to the Contract as may be reasonably requested by BT to ensure that the Processing of Personal Data under the Contract continues to comply with the Data Protection Legislation.
- 1.16 This Condition will survive the Contract.