



BT Products and Services Agreement

Products and Services Agreement

This Products and Services Agreement (“PSA”) consists of the terms and conditions set forth below along with any Service Schedules, Statements of Work, and Orders referencing this Agreement. The Customer hereby agrees that by using the Service, Customer is bound by the terms and conditions set forth below along with any applicable Service Schedules. BT may modify this Agreement at any time, and modifications shall be effective upon posting to this website. The Customer’s continued use of the Service shall be deemed its conclusive acceptance of the modified Agreement.

This Agreement applies to the provision of services, including but not limited to telecommunications services, professional services and those related to equipment (“**Services**”) and the provision of equipment and/or software (“**Products**”). Each Service or Product is described in a schedule or statement of work (“**Schedule**”) or an order (“**Order**”) that references this Agreement. All Schedules and Orders shall be part of this Agreement.

1 Order of Precedence

In the event of a conflict among the documents constituting this Agreement, the order of precedence shall be as follows, in decreasing order:

- (a) Tariff provisions that apply to regulated Services;
- (b) Terms contained in Orders that vary or add information relevant to the ministerial aspects of order fulfillment, such as contact names, addresses and the like, but such terms may not add, delete or vary material contract terms, except with regards to pricing or as provided for in this Agreement;
- (c) Schedules (with Service-specific annexes to a Schedule having precedence over any general terms within a Schedule);
- (d) The general terms and conditions contained in Sections 1 through 17 of this Agreement (“**General Terms and Conditions**”) and
- (e) All other contents of Orders.

2 BT’s Obligations

2.1 BT shall provide the Products and Services to Customer in accordance with the Agreement. The minimum term of each Service (“**Minimum Period of Service**”) will be set out in the applicable Schedule or Order and will commence on the date the Service is first made available to Customer by BT (“**Operational Service Date**” or “**OSD**”).

2.2 BT shall meet any performance or service targets specified in a Service Level Agreement (“**SLA**”) contained in a Schedule or Order.

2.3 To the extent BT has been given notice by Customer, BT shall comply with (a) all reasonable health and safety rules and regulations agreed in writing by BT and (b) security requirements that apply to visitors at the Customer location where work is to be performed (“**Site**” or “**Location**”). BT shall not be liable if, as a result of any such compliance, it is unable to meet any of its obligations under this Agreement.

2.4 BT may accept instructions from any person BT reasonably believes is acting with Customer’s authority.

2.5 Provided that BT gives Customer as much notice as reasonably practicable, BT may (a) suspend a Service in the event of an emergency to safeguard the integrity or security of its network, or to repair or enhance the performance of its network; and/or (b) change the technical specification of the Service or provide an alternative equivalent Service, provided that any such change does not materially change, decrease or impair performance of the Service.

2.6 Upon termination of a Service, BT will use reasonable care in the removal of any BT owned equipment used in the provision of the Service (“**BT Equipment**”).

3 Customer’s Obligations

3.1 Customer shall ensure that all preparatory work, building alterations, information, items or consents are completed, made available or obtained at its own cost and in sufficient time to allow BT to complete



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its work and deliver the relevant Products or Services in accordance with this Agreement. If BT must change a Product or Service due to incomplete or inaccurate information provided by Customer, additional charges or fees may apply.

3.2 Customer will comply with BT's reasonable requests related to health and safety, environment, sustainability, security or performance of any Products or Services.

3.3 If BT is required to install any BT Equipment or Products at a Site, Customer will, prior to installation and at its own expense, provide:

(a) access to BT and any BT subcontractors or agents ("**BT Parties**") to the Site as may be required to install the BT Equipment or Products;

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

(c) power, air conditioning and telecommunications entry and connection points;

(d) internal cabling between the BT Equipment and any Customer owned equipment to be used in conjunction with a Service ("**Customer Equipment**");

(e) removal of fitted or fixed floor coverings, ceiling tiles and partition covers for BT to install or maintain Services and repair of any cosmetic damage caused during installation or maintenance activities; and

(f) flooring with adequate loading limits.

3.4 Customer must not move, add to, modify or in any way interfere with BT Equipment, nor allow anyone else (other than someone authorized by BT) to do so. Customer will be liable for any loss of or damage to BT Equipment not caused by BT or BT Parties.

3.5 Customer is responsible for the provision, installation, configuration, monitoring and maintenance of any Customer Equipment and shall ensure that they are technically compatible with the Service and are connected and used in accordance with any instructions and safety and security procedures applicable to their use. BT does not make any commitment with respect to the interoperability between a Service and Customer Equipment, except that, in the case of Products sold for the purpose of Customer's use with a Service, or as set forth in a Schedule, Customer may rely upon BT's representations as to compatibility and compliance as of the date of provision.

3.6 Customer shall use Services solely for its own business purposes and shall not procure Products or Services for the purposes of resale. Customer shall also (a) comply with, and ensure that any end-user of a Service ("**User**") complies with, the terms of this Agreement and any applicable laws, regulations and licenses applicable to the Products and Services; (b) be responsible for all acts and omissions of Users; and (c) ensure that its list of Users is kept current and that access is terminated promptly for anyone who is no longer a User. The Customer shall keep harmless, defend and indemnify BT, its Affiliates and the BT Parties against any claims, losses, costs and liabilities arising from any claims by any third party, including Users, in connection with the use or misuse of the Products or Services in breach of this Section 3.6.

3.7 If Customer wishes to dispose of any Products, it shall notify BT accordingly and allow BT to collect the Products if BT elects to do so. In the event that Customer fails to notify BT in accordance with this Section and disposes of the Products itself, Customer shall indemnify BT against all claims, losses, costs, expenses and liabilities (including any fines levied upon BT) incurred by BT as a result of Customer's acts or omissions.

3.8 Customer shall co-operate fully with BT in the recovery of any BT Equipment upon the cancellation or termination of any Service.

3.9 If Customer delays or fails to perform its obligations under this Section 3, BT may: (i) change the delivery date or cancel the relevant Order(s) and charge Customer for any applicable termination Charges; or (ii) invoice Customer for any additional work that is directly attributable to Customer's delay or failure. Except in the case of an emergency, BT shall notify Customer in advance of its intention to invoke such Charges.

4 Orders

4.1 All Products and Services shall be provided pursuant to Orders or Schedules signed by both Parties. It is the intention of the Parties that entities controlling, controlled by or under the common control of the respective Parties ("**Affiliates**") have the right to enter into affiliate agreements adopting the terms and conditions as applicable of this Agreement.



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4.2 Unless otherwise stated in a Schedule or Order, if Customer cancels an Order before the relevant delivery date, it will be responsible for any cancellation Charges as set out in the applicable Schedule or Order or, if none is specified, as reasonably imposed by BT or its suppliers. For the avoidance of doubt, there shall be no right to cancel the delivery of any Products that have been ordered or shipped from a third party manufacturer unless otherwise agreed with that manufacturer.

5 Charges

5.1 Recurring and non-recurring charges and fees (“**Charges**”) for Products and Services shall be set out in the applicable Orders or Schedules.

5.2 Customer shall pay all Charges within thirty (30) days of the date of BT’s invoice without any set-off, counterclaim or deduction. BT may add interest Charges from the due date to any past due amounts at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less. Customer will, no later than thirty (30) days from the date of invoice, notify BT in writing of any amount in an invoice that it, in good faith, disputes, including the reasons for the dispute. Customer must pay all undisputed amounts when due. Disputes shall be resolved promptly and any resolved amount paid or credited within thirty (30) days after resolution. Unless otherwise agreed in writing, a failure by BT to include Customer PO numbers or other references in an invoice shall not be a valid reason by Customer to withhold payment.

5.3 Unless provided otherwise in a Schedule or Order, BT will invoice and Customer will pay all Charges in US Dollars. Charges are exclusive of all applicable taxes (including but not limited to value-added, sales, use and excise taxes), customs duties, and regulatory and other fees or surcharges (excluding taxes on the net income or net worth of BT) and any interest and penalties attributable to Customer (collectively, “**Taxes**”). Customer will pay all such Taxes except to the extent a valid exemption certificate is provided by Customer to BT prior to the delivery of any Products or Services.

5.4 In the event that payment of any Charges becomes subject to withholding tax, deduction, levy or similar payment obligation, Customer will pay to BT or indemnify it for such additional amounts so that the net amounts received by BT after all deductions and withholdings are not less than what would have been received in the absence of any such requirement to make such deduction or withholding. Should Customer withhold any amounts without first grossing up its payments, or indicate that it will do so, BT may gross up its Charges to reflect such withholding or otherwise include such amounts on its invoices (resulting in BT’s being subject to tax by reference to the grossed up amount, while only receiving the net amount). In all cases, Customer will provide BT free of charge with appropriate certificate(s) from the relevant authorities confirming the amount of the taxes, deduction, levies or similar payments withheld by Customer.

5.5 Should Customer initiate any change to the agreed billing arrangements, resulting in additional Tax and/or withholding tax costs to BT and/or its Affiliates that are unrecoverable, BT may modify the Charges for the affected Products or Services accordingly.

5.6 If Customer fails to pay undisputed amounts when due and fails to cure that breach, BT reserves the right to (a) suspend or terminate provision of Product(s) or Service(s) and BT shall be released from its obligations with respect to such Product or Service until any balance due is paid; (b) recover any BT Equipment, in which case Customer shall pay to BT any recovery Charges as may be specified in the applicable Schedule or as otherwise notified by BT to Customer; and/or (c) pursue any other remedies it may have at law or equity.

6 BT Equipment and Products.

6.1 Risk of loss of the BT Equipment and Products will pass to Customer upon delivery, whether or not they have been installed. Title to Products shall pass to the Customer upon payment of the applicable Charges provided that for any software component of the Products, Customer will be granted a license from the original equipment manufacturer as provided in the software license agreement or otherwise found on the original equipment manufacturer’s website. In relation to a cross-country border supply of Products, title will pass to Customer upon delivery to a common carrier. In no event will the carrier be deemed to be an agent of BT.

6.2 The Parties agree that the UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.



7 Representations and Warranties

BT represents it has all rights and licenses to provide Products, Services and BT Equipment provided hereunder. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE AND HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8 Confidentiality

8.1 Each Party shall keep in confidence all documentation, know how, business information or other materials belonging to the other Party that a reasonable person would recognize as being confidential to the other Party (“**Confidential Information**”) and will not disclose it to any party other than, in confidence, to (a) its employees or employees of its Affiliates; (b) its professional advisors; or (c) employees of its subcontractors, in each case only to those who have a need to know such Confidential Information and to the extent necessary for the performance of this Agreement or the use of the Services or Products.

8.2 This Section shall not apply to information that is: (a) in the public domain other than in breach of this Agreement; (b) in the possession of the receiving Party before such divulgence has taken place; (c) obtained from a third party who is free to divulge the same; or (d) developed by the receiving party independently of and without access to Confidential Information.

8.3 If either Party receives a demand from a governmental authority or court to disclose the other Party's Confidential Information, it may comply with such demand if it has (a) satisfied itself that the demand is lawful; (b) where possible, given the other Party the maximum written notice permissible under the demand in order for it to object to the demand; and (c) marked the required information as Confidential Information of the other Party.

8.4 The receiving Party must, for a period of three (3) years following disclosure, comply with this Section with respect to the other Party's Confidential Information.

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

8.6 The Parties acknowledge that a violation of this Section may cause irreparable harm to the disclosing Party for which monetary damages would be inadequate and injunctive relief may be sought for a breach of this Section 8.

9 Intellectual Property Rights

9.1 All intellectual property rights (“**IPR**”) of a Party either pre-existing or created by the Party during its performance under this Agreement shall remain the absolute property of that Party or its licensors, unless expressly set forth otherwise in this Agreement and except with respect to “**Deliverables**” (as defined in a Schedule or Order), in which case any new intellectual property generated exclusively for Customer by BT pursuant to this Agreement and solely paid for by Customer shall be considered, to the extent allowed by law, as “work for hire” as defined under Section 101 of the U.S. Copyright Code.

9.2 Except for any separate terms that apply to open source software, (a) BT grants Customer a non-transferable and non-exclusive license to use, in object code form, all software and associated documentation that may be supplied by BT, provided that Customer complies with this Agreement, applicable third party license terms and documentation associated with the Products or Services and (b) Customer will not copy, decompile or modify or reverse engineer any software or knowingly permit anyone else to do so, except as expressly permitted by BT in writing or otherwise provided at law.

9.3 The term of any license granted by BT under Section 9.2 with respect to a Service is coterminous with the term of the Service with which the software is associated.

9.4 Except with respect to open source software, BT will indemnify Customer against third party claims and proceedings arising from infringement of any third party's IPR by Customer's receipt of any Services or Products, provided that Customer promptly notifies BT in writing of any such claim, BT is given complete control of the claim, Customer does not make any public statement related to the claim or prejudice BT's defense of the claim, and Customer gives BT all reasonable assistance with such claim.



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9.5 BT's indemnification in Section 9.4 does not apply to and Customer shall indemnify BT for claims or proceedings arising from: (a) use of any BT Equipment, Products, or Services in conjunction or combination with other equipment or software or any other service not supplied by BT; (b) any unauthorized alteration, modification, or use of a Service or Product by Customer, its agents, or a User; (c) content, designs or specifications supplied by or on behalf of Customer and (d) failure to immediately cease any activity that gave rise to the claim following notice by BT.

9.6 If any Product or Service becomes, or BT believes it is likely to become, the subject of a claim of infringement of any IPR, BT, at its option and expense, may: (a) secure for Customer a right of continued use; (b) modify or replace the Product or Service so that it is no longer infringing, provided that modification or replacement must not materially affect the performance of the Product or Service or (c) cease provision of the Product or Service and refund any unapplied pre-paid Charges.

9.7 This Section 9 sets out Customer's sole and exclusive remedies for claims of infringement of IPR.

10 Termination of Services or the Agreement

10.1 Either Party may terminate a Service at any time by giving ninety (90) days written notice (or such other notice as set forth in a Schedule or Order) to the other Party subject to payment by Customer to BT of any outstanding Charges and any applicable termination or cancellation Charges and any Minimum Period of Service as set out in the applicable Schedule or Order.

10.2 Either Party may by notice terminate an affected Order(s) if one of the following events occurs: (a) the other Party commits a material breach and has failed to cure it within thirty (30) days after the terminating Party has given written notice of the breach; (b) a force majeure event prevents the other Party from performing its obligations for a continuous period of thirty (30) days after the date on which it should have been performed; (c) a relevant governmental or regulatory body determines that the Service or Product is contrary to existing laws, rules or regulations or any governmental order makes the provision of the Products or Service illegal, in which case no damages shall be due; (d) any of the regulatory authorizations required was or is not obtained, is withdrawn or is no longer valid for whatever reason or (e) the events described in Section 5.6 occur.

10.3 A Party may immediately by written notice terminate this Agreement if the other Party is the subject of a bankruptcy order; becomes unable to pay its debts as they fall due; becomes insolvent; makes any arrangement or composition with or assignment for the benefit of its creditors; has material assets that become the subject of any form of seizure; goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory; or has a receiver or administrator appointed over its material assets (or the equivalent of any such event).

10.4 Upon termination of this Agreement except pursuant to Sections 10.2 and 10.3, all then existing Orders shall remain unaffected and continue in full force and effect until termination or expiry of each Order in accordance with the terms of that Order.

10.5 Upon termination of this Agreement and/or any Order, the rights of the Parties accrued up to the date of such termination shall remain unaffected.

11 Limitation of Liability

11.1 NEITHER PARTY EXCLUDES OR RESTRICTS IN ANY WAY ITS LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS EMPLOYEES OR AGENTS ACTING IN THE COURSE OF THEIR EMPLOYMENT OR AGENCY OR FOR FRAUDULENT MISREPRESENTATION.

11.2 SUBJECT TO SECTION 11.1, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT, UNDER STATUTE OR OTHERWISE HOW SO EVER ARISING IN CONNECTION WITH THIS AGREEMENT FOR (A) ANY LOSS OF PROFITS, BUSINESS CONTRACTS, ANTICIPATED SAVINGS, REPUTATION, GOODWILL (INCLUDING PECUNIARY LOSSES ARISING FROM LOSS OF GOODWILL), OR REVENUE; (B) LOSS OR OPPORTUNITY, BUSINESS INTERRUPTION, CONTRACTS, LOSS OF EXPENDITURE OF TIME BY PERSONNEL OR WASTED EXPENDITURE, ANY LOSS OR CORRUPTION OR DESTRUCTION OF DATA; (C) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER; AND/OR (D) ANY LOSS ARISING FROM THE TRANSMISSION OF VIRUSES, WHETHER OR NOT THAT PARTY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.



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11.3 THE LIABILITY OF EITHER PARTY TO THE OTHER, WHETHER IN CONTRACT, TORT, UNDER STATUTE OR OTHERWISE HOW SO EVER ARISING IN CONNECTION WITH THIS AGREEMENT, SUBJECT TO SECTIONS 11.1 AND 11.2, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED (I) FOR ANY ONE EVENT OR SERIES OF CONNECTED EVENTS, THE GREATER OF \$250,000 OR THE TOTAL NET PAYMENTS PAID BY CUSTOMER FOR THE AFFECTED SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE EVENT (OR LAST EVENT FOR A SERIES OF CONNECTED EVENTS) OCCURRED; AND (II) IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD, THE GREATER OF \$500,000 OR THE TOTAL NET PAYMENTS PAID BY CUSTOMER FOR ALL CHARGES INCURRED FOR ALL SERVICES UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTH PERIOD.

11.4 ANY REMEDIES CONTAINED IN ANY SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY FAILURE TO MEET THE PERFORMANCE OBLIGATIONS UNDER THAT SLA.

11.5 BT shall implement reasonable precautions to prevent any unauthorized access by third parties to any part of the telecommunications network or other technology used to provide the Services to Customer, but BT shall not be liable for any loss or damage sustained by Customer in the event of any unauthorized access in spite of BT's reasonable precautions.

12 Force Majeure

12.1 Neither Party shall be liable for failure or delay in the performance of its obligations caused by or resulting from acts or events that are outside of its reasonable control, including but not limited to any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, biological warfare, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labor unrest, civil disturbance, sabotage, or expropriation by governmental authorities.

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

13 Dispute Resolution

The Parties will use all reasonable efforts to resolve any dispute promptly and amicably. Working level managers of the Parties will attempt, in good faith, to work out a resolution within thirty (30) days following written notification of a dispute by one Party to the other. If an agreement cannot be reached by the end of the aforementioned period, representatives of the Parties at Vice President level or above shall meet within two (2) weeks, or as otherwise agreed, to attempt to resolve the matter or to agree on a course of action to resolve the matter. In the event that the Parties are unable to resolve the matter or agree on a course of action at this executive level within thirty (30) days, either Party shall have the right to pursue legal or equitable remedies as it sees fit. Nothing contained herein shall preclude either Party from seeking equitable relief at any time in a court having jurisdiction over this Agreement in the event that a risk of imminent harm to that Party exists and no appropriate remedy for such harm exists under the Agreement.

14 Notices

Except for notices given under Sections 2.3 and 2.5, all notices given under this Agreement shall be in writing and shall be sent by prepaid post, facsimile or by electronic mail to: (a) the other Party to an Order at the address, fax number or email address set out on the Order; (b) the other Party to these general terms and conditions at the address, fax number or email address set out on the first page of this Agreement; or (c) any other addressee at any other address that a Party has given to the other for that purpose. A copy of any such notices sent to BT under this Agreement shall be sent to: Attention: BT Chief Counsel North America, 620 Eighth Avenue, 46th Floor, New York, NY 10018. Notices given under this Agreement are deemed to be given by the sender and received by the addressee: (a) if sent by prepaid post, three (3) Business Days from and including the date of postage; or (b) if sent by facsimile, when transmitted to the addressee; but if transmission is on a day that is not a Business Day or after 4:00pm in the addressee's time zone, it is deemed to be duly given and received on the next Business



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Day; or (c) if sent by electronic mail, when sent to the addressee. “**Business Day**” means any day that is customarily regarded in the applicable country or locality as a day when business is undertaken, excluding national, public or bank holidays.

15 Assignment/Subcontracting

15.1 Either Party reserves the right to assign all or part of this Agreement at any time to any Affiliate that can sufficiently execute the obligations under this Agreement, subject to providing the other Party prior written notice of such assignment. Any assignment to a party other than an Affiliate requires the prior written agreement of the other Party.

15.2 This Agreement will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.

15.3 BT may subcontract the performance of any of its obligations under this Agreement but without relieving BT from any of its obligations to Customer. Customer agrees and understands that it may need to interact directly with any such subcontractor for ordering, provisioning or maintaining the Products or Service as directed by BT.

15.4 Customer acknowledges that in some countries or regions a Product or Service must be provided by a specific local BT Affiliate and, therefore, the relevant Order shall be assigned to that Affiliate.

16 Governing Law and Jurisdiction

This Agreement and any claims or disputes arising out of, relating to or in connection with it shall be governed by the laws of the State of New York, without regard to its conflict of laws provisions. The Courts of New York City, New York shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement, to which the Parties irrevocably submit.

17 Miscellaneous Provisions

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

17.2 Customer Satisfaction Surveys. Each Party agrees to co-operate with the reasonable requirements of the other Party in relation to satisfaction surveys organized by that Party.

17.3 Data.

17.3.1 Customer Data. Notwithstanding any condition to the contrary, where the Customer makes available to BT any data under or in accordance with this Agreement, including any personal data (as defined by the Data Protection Directive (95/46/EC)), then BT shall: (i) process such data only upon the instruction of the Customer and for the period of and to the extent necessary for performance under this Agreement; and (ii) take appropriate measures to keep such data secure, including when transferring such data outside the country of origin or to any subcontractors.

17.3.2 Customer Proprietary Network Information (CPNI). BT will comply with laws and regulations governing CPNI to the extent required by the U.S. Federal Communications Act, 47USC 222(h)(1).

17.4 Legal and Regulatory Compliance. Each Party will comply with all laws and regulations that apply to its activities under this Agreement. The Parties acknowledge that Products and technical information (including, but not limited to, service, technical assistance and training) provided under this Agreement may be subject to export laws and regulations of other countries and any use or transfer of such Products and technical information must be in compliance with all applicable regulations and international trade sanctions. If requested by a Party, the other Party also agrees to sign written assurances and other import/export-related documents as may be required to comply with all applicable export regulations. Where regulated Service(s) are to be provided under this Agreement, the Parties shall comply with the terms and conditions and prices, if applicable, of any applicable tariffs, regulations or statutes, as such may change from time to time. If a regulatory order or ruling prevents the ongoing provision of any regulated Service or materially changes the regulated Service so that it is no longer consistent with the purpose of the Schedule or this Agreement, BT shall promptly commence good faith discussions with Customer on an alternative Service or on any appropriate migration away from the affected Service so as to minimize any disruption to Customer.



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17.5 Anti-Corruption and Bribery Act Compliance. In connection with any actions or activities associated with this Agreement or in connection with the relationship between the Parties, neither Party shall engage in any unlawful trade practices or any other practices that are in violation of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010, or any other law that prohibits bribery or similar activity. Each Party shall ensure that neither it nor its Affiliates, subcontractors and agents: either directly or indirectly, seek, receive, accept, give, offer, agree or promise to give any money, facilitation payment or other thing of value from or to anyone (including but not limited to government or corporate officials or agents) as an improper inducement or reward for or otherwise on account of favorable action or forbearance from action or the exercise of influence; or fail to establish appropriate safeguards to protect against such prohibited actions. Each Party shall, upon request from the other Party, provide evidence of the steps being taken to avoid prohibited actions, including the establishment of policies, practices and/or business controls with respect to these laws. To the extent permitted by the relevant authority, each Party shall promptly inform the other Party of any official investigation with regard to alleged breaches of the above laws that are related in any way to this Agreement.

17.6 Where BT Acts as Customer's Agent for Third Party Service. It may be necessary in certain jurisdictions, including for regulatory, licensing or tax reasons, for Customer to obtain the Service, or part of the Service, directly from a third party service provider under a separate agreement. Where BT manages such agreement on behalf of Customer, it will only do so as an agent of Customer whereby BT's responsibility will be limited to performance of the specific obligations as set out in the applicable Schedule, and BT will not assume any liability under such agreement.

17.7 Capacity. Each Party warrants that it has the necessary rights, licenses and permissions to enter into and perform its obligations under this Agreement.

17.8 Inducement. The Parties acknowledge and agree that they have not been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into the Agreement.

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

17.10 Severance. If any provision of this Agreement is held to be invalid or unenforceable, it will be severed from this Agreement, the remaining provisions will remain in full force and effect, and the Parties will use reasonable endeavors to promptly negotiate a replacement in good faith.

17.11 Survival of Obligations. The Parties' rights and obligations, whose nature is such that they should reasonably continue beyond the termination of this Agreement, shall survive termination of this Agreement.

17.12 Entire Agreement. This Agreement (i) supersedes all prior oral or written understandings and/or representations between the Parties (unless specifically incorporated into this Agreement) and constitutes the entire agreement with respect to its subject matter; (ii) may not be amended, modified or supplemented except by a document in writing signed by authorized representatives of both Parties and (iii) any amendment or any other document delivered pursuant hereto may be signed by electronic transmission (including facsimile or emailed document) and such electronic transmission shall be treated as an original including for evidentiary purposes. The obligations of BT under this Agreement are solely to the Customer and not to any third party. The Parties to an Order may amend, modify or supplement the terms of that Order by a document in writing executed by authorized representatives of both Parties to that Order