



Master Services Agreement Cover Page (Spain)

BT Contract Reference:

Customer Contract Reference (optional):

This Master Services Agreement is entered into on the [PLEASE INSERT DATE] ____ day of [PLEASE INSERT MONTH AND YEAR], by and between BT and the Customer, both of whose details are set out below, and consists of the attached General Terms and Conditions together with the Schedules (including Service Annexes) appended to them or any which are subsequently executed by the parties and any and all Order for Products and Services entered into by the parties (collectively, the “**Agreement**” or “**MSA**”).

Relevant CUSTOMER Entity (“the Customer”) _____	Relevant BT Entity (“BT”) BT Global ICT Business Spain, S.L.U.
CUSTOMER Registered Address _____	BT Registered Address Calle María Tubau, nº 3º 28050 Madrid.
CUSTOMER Registered Number VAT: _____	BT Registered Number VAT: B-88625496
CUSTOMER Contact (*) Name: _____ Title: _____ NIF/NIE/Passport: _____ Telephone: _____ Email: _____ <i>(*) Authorized representative's data.</i>	BT Contact Name: Paul Rhodes Title: Senior Sales Manager NIF/NIE/Passport: X-0688132-H Telephone: +34 684 432 993 Email: paul.rhodes@bt.com
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed electronically by their duly authorized representatives:	
CUSTOMER [Insert the Customer's Legal Name]	BT Global ICT Business Spain, S.L.U.
By: _____	By: _____
Legal representative	Legal representative
_____	_____
(Typed or Printed Name)	Paul Rhodes
_____	_____
Title: _____	Title: Senior Sales Manager

BT's General Terms and Conditions

1 Definitions and Interpretation

In the Contract herein, the following definitions will be applicable:

"Service Level Agreement" means the part of this Contract negotiated by the parties that indicates the service qualities committed to and the associated penalties if not achieved.

"BT" means the entity of the BT group that signs the Contract herein, indicated on the Order Document.

"Fees" means the price to be paid for the Products and Services under this Contract, as indicated on the Order Document or in the Specific Service Conditions.

"Cancellation Fees" means the sum to be paid by the Customer to BT upon termination of the Contract or any contracted service for some reason attributable to the former, which will be indicated on the Order Document.

"Customer" means the company with which BT has agreed to supply the Product or Service, indicated on the Order Document.

"Specific Service Conditions" means the specific conditions to supply each of BT's Products or Services.

"Contract" means the General Terms and Conditions herein, the Order Document, the Specific Service Conditions, as well as any other document or agreement signed by the parties and incorporated into it.

"Customer Data" means any data that the Customer has provided to BT that is the object of processing by BT or that is housed on its own databases or systems or those of third parties including personal data.

"Personal Data" means the data of a personal nature that is protected by the applicable data protection legislation.

"Customer Personal Data" means the Customer Data that is also Personal Data.

"Working Day" means any day that is considered in Spain or in the town/city where the Products or Services are rendered to be a normal day for people to work, excluding national or legal public holidays. When the deadline to carry out an action is not a Working Day, it will be done on the following Working Day.

"Order Document" means the document that indicates the agreements negotiated and signed by the Parties, whether physically or electronically, which include, among other things, the service contracted, the fees and method of payment, the validity period and termination conditions, and that is a part of the Contract.

"DPI" or "Intellectual Property Right" means any intellectual or industrial property right, including any patent, brand, copyright, right over a database, design, topography of semi-conductor products, utility model, right over confidential information, or any other similar right that has been registered or requested to be registered in any part of the world.

"BT Equipment" means any device (including any software) owned by or whose use by BT has been authorized, and delivered by BT or third parties reporting to it to the Customer's site for the purpose of providing a Service.

"Customer Equipment" means any device (including any software) that is not owned by BT, used by the Customer in relation to the Services.

"Ready for Service Date" or "FSO" means the date on which any Service or part of a Service is placed at the Customer's disposal by BT.

"Affiliate" of a Party means any legal entity that controls, is controlled or that is under the common control of any Party.

"Confidential Information" means all the documentation, technical information, software, know-how, business information or other materials (be they written, oral or in electronic format) regarding a Party's business that are disclosed with all reserve to the other while this Contract is in force.

"Party" means BT or the Customer and **"Parties"** means both BT and the Customer.

"BT Parties" means the employees, agents and subcontractors of BT or its Affiliates.

"Service Period" means the time period beginning on the **Ready for Service Date** that has been negotiated and indicated on the Order Document, as the time during which both parties undertake to keep the Contract in force.

"Products" and **"Services"** mean the devices and/or Software sold to the Customer or each of the services contracted, respectively, indicated on the Order Document or in the Specific Service Conditions.

"Site" or Venue" means the place where BT provides a Product or Service.

"User" means any end user authorized by the Customer to use or to have access to a Service or Product.

2 Priority application

If a conflict arises among the different documents making up the Contract, the order of priority will be as follows:

- (a) Any mandatory legal or regulatory provision that is applicable to the Services contracted.
- (b) Order Document.
- (c) Specific Conditions for the Product or Service contracted.
- (d) General Terms of Contract.

3 BT's Obligations

3.1 BT will provide the Products and Services to the Customer pursuant to the agreements indicated in the Contract. The term of each Service will be what is set up in the Specific Service Conditions or corresponding Order Document. Unless otherwise agreed, the supplying of the Service will be tacitly extended for twelve (12)-month periods until one of the parties manifests in writing its desire to not continue extending it, pursuant to what is stipulated in Clause 11. Unless otherwise agreed, this renewal will be subject to the conditions and Fees applicable on the date of the renewal. The information concerning BT's conditions for rendering the Services, in compliance with what is indicated in article 12 of RD 899/2009, is available on the following web page: [Información legal | BT for global business](#).

3.2 BT will do what is reasonably within its reach to meet any delivery date or service level that it has told the Customer; however, given the nature itself of telecommunications services, of their complexity and of their dependence upon third-party providers, unless it has been specifically agreed upon and quoted in a Service Level Agreement, the dates and service parameters will be considered to be approximate.

3.3 BT, either directly or through third parties appointed by it, undertakes to comply with the occupational hazards prevention rules and regulations and the safety requirements applicable to the Venue, which have been accepted by BT in writing. Given that these requirements do not originate at BT but rather from the Customer itself, the Customer accepts that the delays in the delivery or the changes that might occur because of the due adherence to these requirements in the Service will not be BT's responsibility.

3.4 BT will solve and compensate for any anomaly that occurs in the Service pursuant to what is indicated in the Service Level Agreement that both parties have agreed. In the event that such an agreement has not been negotiated, what is indicated in articles 8.1 d) and 15 to 18 of Royal Decree 899/2009 of May 22nd, whereby the charter of rights of the electronic communications services user has been approved, will be applied. The compensations and reimbursements that BT should practice will be deducted from the next invoice to the Customer.

3.5 The Customer will be entitled to disconnect certain services in the cases considered in article 24 of Royal Decree 899/2009 of May 22nd.

3.6 As long as BT notifies it to the Customer as soon as is reasonably possible, BT may:

(a) suspend a Service in the case of an emergency and/or to protect the integrity and security of its network and/or to repair or upgrade its network's performance.

(b) for operational reasons, change the codes or the numbers assigned to the Customer, the Service's technical solution, as long as the Service's performance is not substantially reduced or downgraded; or

(c) provide an equivalent, alternative service when necessary and reasonably possible to do so.

4 The Customer's Obligations

4.1 Without prejudice to Clause 8.1, when the Customer is responsible for any prior activity required by BT in order to be able to provide the Products and/or Services, the Customer shall ensure that such preliminary work, information, elements or consents are finished, provided or obtained (as the case may be), picking up the cost, sufficiently in advance in order to allow BT to complete its work and deliver the Products and/or Services contracted. If the Customer transfers or changes the location of any BT Equipment without BT's prior consent in writing, BT will be entitled to recover from the Customer the additional costs or expenses incurred as a result of the Customer's action.

4.2 Except in cases of force majeure, in those cases in which the Customer delays or fails to fulfill its obligations under Clauses 4.1 or 8.1, and BT incurs expenses or costs due to such delays, BT may, in spite of not being able to give the Ready for Service Date because of the Customer, and after having notified it, begin to invoice the Customer for the amount indicated on the Order Document, or in the event that this does not include any, a minimum of 12.5% of the monthly fees affected per week of delay as compensation for the damages and prejudicial consequences caused.

4.3 In the event that BT, due to incomplete or inexact information provided by the Customer, has to change the design or the functionality or any other relevant parameter of the Product or Service, when the Contract has already been signed, BT will be entitled to recoup the costs that this has caused it.

4.4 The Customer shall comply with the reasonable requirements that BT gives it which are necessary for security, health and hygiene, environmental and sustainability reasons or in order to preserve the quality and/or performance of any Product and/or Service provided to the Customer. The Customer, upon receiving a notice from BT, will permit BT and BT Parties, if necessary, to access the Sites so that BT can comply with the obligations of this Contract, including the installation or maintenance of BT's Equipment or Products and the retrieval or de-installation of any Device.

4.5 The Customer will be responsible for the veracity of all the data that it gives to BT before as well as during the term of the Contract, this being a material aspect of the Contract, with the customer being liable for the damages caused to BT if it is false. Specifically, the Customer will be responsible for giving BT certain data that allows it to determine its degree of solvency (such as business name, shareholders, management bodies, reporting any changes that occur in them while the Contract is in force) as well as the communications solution to be designed for the customer (such as traffic profiles data, geographic distribution of sites or the volume of communications, for example).

5 Fees / Charges

5.1 As payment in return for the services that BT will provide to the Customer according to the Contract, the Customer agrees to pay BT the Fee(s) established on the Order Document or, as appropriate, in the Specific Service Conditions. The Service's Fees will begin to be invoiced as of each Ready for Service Date. The Fees for use of the Service will be

calculated in accordance with the data stored or recorded by BT, in view of the consumption made by the Customer. The Fees do not include the Value Added Tax or any other taxes, special fees or tariffs, customs duties or surcharges of any sort (hereinafter referred to as "the Surcharges"), regarding the sale, purchase, transfer of ownership, supply, installation, licence, use or processing of BT's Equipment or that supplied by BT or regarding the rendering of the Service under the aegis of the Contract herein, which will be paid to BT by the Customer after their notification.

5.2 The Parties agree that during the term of the Contract the Fees for the Services will be modified each year (increasing them) in view of the variation that has occurred in the Spanish General Consumer Price Index (CPI) during the previous calendar year, according to the indexes set by the National Statistics Institute or the Body replacing it for the whole of the nation. This adjustment will be made annually on February 1 of each year, with that increase or decrease in the CPI being prorated for the Contract's first yearly payment, in view of the time that has elapsed since the signing of the Contract and January 1 of the next year. In the event that, once the date for the possible review has been reached, the definitive indexes have yet to be published, the provisional ones may be applied if they are known or, if not, those of the previous year will be taken into account until the provisional ones are known, proceeding to make the appropriate rectifications when the others are known, paying, all at once in the first monthly payment after the final data is known, the difference, as appropriate, existing between the latter and the provisional one that was applied.

5.3 The Customer shall pay all the Fees for the Service within a period of thirty (30) days as of the invoice issue date without applying any compensation, claim or deduction, except for what is indicated in section 5.7. Starting as of the due date, BT may apply interest to any amount due at the legal rate of interest plus a monthly 1.5% or the maximum rate permitted by law, whichever is lowest.

5.4 The method of payment will be what has been negotiated in the Order Document from among those commonly used in commercial trade.

5.5 In the event that the payment of any amount of the Fees is subject to any type of withholding, tax or similar payment obligation on the sums due to BT under the aegis of the Contract herein, the Customer shall bear and settle those withholdings in addition to the sums due to BT. The Customer will, at no cost, provide to BT the appropriate certificates issued by the corresponding authorities confirming that the amount of the withholdings, taxes or similar payments has been borne and settled by the Customer pursuant to the applicable regulations and clause 5.1 above.

5.6 If the Customer so requests in writing, BT will send the invoices in a currency other than the Euro, as long as the Customer's invoices are calculated in Euros and the Fees for the individual concepts continue to be indicated in Euros. BT will convert the total sum due (including the applicable Surcharges) to the currency chosen by the Customer by applying the Euro's average spot rate at the closing of the prior working day, as published by Financial Times Limited of London on the invoice issue date, or by applying any other rate of exchange agreed upon in writing by the Parties.

5.7 The Customer will notify BT in writing as soon in advance as possible and under no circumstances later than thirty (30) days after the issue date, about any grievance concerning the invoice, along with all the information related to that grievance, including the account numbers, identification of the service and trouble tickets, if there are any, as well as an explanation of the amount claimed and the reasons. The Customer shall, pursuant to what is stipulated in Clause 5.3, pay all the amounts not questioned or claimed. The grievances shall be resolved by BT as quickly as possible and the agreed amount, if there is one, shall be settled within the period of thirty (30) days after the resolution. The interest rate resulting from what is provided for in Clause 5.3 will be applied as of the due date for the later payments of withheld amounts or credits on excess payments made.

5.8 The conditions that will give the right and the implications of the cancellation of the contract due to non-payment will be those agreed between the parties on the Order Document. In the event that they have not been negotiated, what is provided for regarding contract termination, temporary suspension of the service and final service interruption in articles 19 and 20 of RD 899/2009 will be applied.

5.9 If the Customer does not perform the obligations set out in the Agreement either a) within the timescales set out in the Agreement and/or b) to the specification set out, BT will charge the Customer for any additional costs BT incurs (including supplier costs) that are the result of the failure.

Furthermore if the Customer causes a delay during the commissioning of the Service; BT will commence charging the Customer the Charges for the Service as if BT fully installed the Service from the agreed planned delivery date. Alternatively; the Parties may also agree: (i) a new delivery date for the Services together with a compensation for any additional costs BT incurs (including supplier costs) resulting from the change in delivery date; or (ii) to cancel the Order subject to the Customer paying any costs BT incurs as result of such cancellation.

5.10 After the expiry of the first year of the Agreement, BT may propose changes to this Schedule or the Charges (or both) by giving at least 90 days written notice. Within 45 days of any such notice, the Parties will agree to the BT proposed changes, in which case those changes will apply from the expiry date of the 90 days' notice term. If BT and the Customer have not reached agreement on the BT proposed changes" the Service shall terminate and BT will cease delivering the Service at the time of 23:59 at the last day of the 90 days' notice term

5.11 BT may adjust the Charges to reflect changes in charges BT incurs which are beyond BT's control, for example where there is a regulatory change. Price adjustments will be effective 30 days from the billing period following written notice to the Customer. Where the Customer does not agree to such change, the Customer can terminate the Service by giving at least 45 days' written notice to BT. No termination Charges will be due.

6 Service Use

6.1 Except for what is indicated in Clause 15, the obligations that BT takes on by virtue of the Contract herein are only to the Customer and not to any third party. The Service or Product which is the object of the Contract has not been designed for its resale by the Customer to third parties, with BT having other Services for this purpose. The Customer undertakes to use the Services for its own business purposes and to not resell them, and upon doing so: (a) to comply with, and to make sure that any User complies with, the laws, regulations and/or licences or any other legislation applicable to the Customer in the country where the Service is being rendered; (b) to take on responsibility for: (i) the access and use of the Service by its Users; (ii) the Fees incurred with regard to the Services; and (iii) its adherence and that of the Users to all the terms and conditions of the Contract herein; (c) to ensure that its list of Users is up-to-date and that it will immediately terminate the access of any person at the time he/she is no longer a User; and (d) the fulfillment of the terms and conditions of any Software licence provided with or as part of the Service or a Product.

6.2 BT may terminate the Contract in the event of non-fulfillment of clause 6.1 above, and in this case the Customer will hold BT, its Affiliates and BT Parties harmless, including legal expenses, from any claim, loss, cost or liability that may arise from any grievance by third parties, including the Users, with regard to the use or incorrect use of the Product or Service that violates Clause 6.1.

7 Connection of Customer Equipment to the Products and/or Services

7.1 The Customer is responsible for the supply, installation, configuration, monitoring and maintenance of any Customer Equipment connected to the Service or used in relation to a Product. The Customer shall ensure that any of its Equipment connected to the Product and/or Service has been and is being used in accordance with the instructions and safety procedures applicable to the use of that Customer Equipment. BT will not be responsible for the faults that occur in the Service or for the cases of fraud that arise in components or equipment whose management is the Customer's responsibility.

7.2 The Customer shall ensure that any Equipment or infrastructure owned by it and/or that the Customer connects or dedicates (directly or indirectly) to the Product and/or Service is technically compatible with the Service and approved or homologated for that purpose under the aegis of any applicable legislation or regulation. BT does not acquire any commitment regarding the interoperability between the Product and/or Service and the Customer Equipment other than those specifically indicated in the Contract. In the case of Products sold to be used by the Customer with the Service, the Customer may as of the supply date count on what is stated by BT with regard to its compatibility and compliance.

8 BT Products and Equipment

8.1 If BT needs to install BT Equipment or Equipment supplied by BT at a site in order to provide the Service, the Customer shall execute the following tasks first at its own cost:

- (a) obtain all the permits and licences necessary, including those required to make any modification in the buildings to install and use any BT Equipment or the respective Products on the Customer's network or at the Site;
- (b) permit access to the corresponding Site by BT or any BT Party to install BT Products and Equipment;
- (c) provide a suitable and safe work environment, including all the cable connection points, interconnections and conduits, in accordance with the applicable installation regulations;
- (d) provide any electrical and telecommunications connection points that BT needs, as well as the electricity supply necessary (with an uninterrupted power system);
- (e) provide access to buildings as required to connect BT Equipment and Products to the respective telecommunications installations;
- (f) provide the internal wiring between the BT Equipment and any Customer Equipment, as required;
- (g) take out any floor covering, false ceiling and stationary or built-in divider) in order to permit BT to do the necessary installation or maintenance Service and carry out any job required to correct damages caused during the installation and maintenance Services;
- (h) ensure that the load limits of the building where the installation is going to occur are not exceeded.
- (i) comply with any reasonable requirement that BT might implement for the execution of the Contract herein. The prior actions shall finish before BT's installation jobs begin; on the contrary, the provisions of Clause 4.2 will be applied.

8.2 The risk of loss of BT Equipment and Products will pass to the Customer at the time of their delivery, whether installed or not. The ownership of the Equipment and Products sold by virtue of the Contract herein is transferred to the Customer at the time of payment of the respective Fees. With regard to the supply of Equipment and Products between countries, the ownership will pass to the Customer at the time of 'FCA' (Free Carrier Alongside) (Incoterms 2010) delivery to a transport company at the place of delivery or point of dispatch specified. Under no circumstance will it be understood that the transport company is a BT agent.

8.3 Independently of the maintenance that BT should carry out on the Equipment as appropriate, the Customer will be responsible for the BT Equipment that is at its facilities and shall not move, add, modify or interfere in any way with it, nor will it permit third parties who are not authorized by BT to do so. The Customer will be responsible for any loss or damage to BT Equipment, except in the case where the loss or damage is due to normal wear and tear or breakage or it has been caused by BT or by any person acting on its behalf.

8.4 Upon terminating this Contract, if the Customer wants to get rid of any Product, it shall notify this to BT and allow the latter to pick it up if BT so chooses.

8.5 In the event that the Customer does not notify BT what is indicated in the above paragraph and it gets rid of the Products, the Customer shall indemnify BT for any claim, loss, expense and liability (including fines) as a result of the Customer's non-fulfillment of that Clause.

8.6 The Parties agree that the UN Convention on the Sale of Goods will not be applicable to this Contract.

8.7 Unless a specific technology has been expressly agreed upon with the Customer, and as long as the level of service and its functionalities are respected, it will be BT's decision to choose the technology to be used at each point in time in order to carry out the provisioning of the service in the most efficient way possible.

8.8 At the end of the Service BT has the right to invoice the Customer an one-off de-installation Charge for the recovery and disposal of the equipment and disconnecting the Service. De-installation Charges shall be invoiced within two months of de-installation. The de-installation Charge will be either a) agreed on the Order or b) if none was agreed on the Order - equal to the rates for installation.

9 Confidentiality

9.1 The parties will maintain in the strictest confidentiality all the Confidential Information obtained from the negotiation and execution of the Contract herein, being unable to convey this information, and they will only disclose it confidentially, and whenever it is necessary for compliance of the contract herein, to (a) their employees or the employees of their affiliates or companies of the same group, (b) their professional advisors, (c) in BT's case, to the employees of their subcontractors who need to know that Confidential Information.

9.2 This Clause 9 will not be applicable to the information that has the following characteristics: a) that is of common knowledge through some way other than non-fulfillment of the Contract herein; b) that is in the legitimate possession of the receiving party before it has been revealed to it; c) that has been obtained through a third party that is free to disclose said information; or d) that has been developed by the receiving party independently of and without access to the Confidential Information obtained by virtue of the Contract herein.

9.3 If the Parties receive a request from a duly authorized authority asking for the delivery of Confidential Information of the other Party, it may comply with that request and shall notify the other Party – unless the compliance of mandatory Law prevents it – as soon as possible so that the latter can take the appropriate actions.

9.4 The Parties will comply with the confidentiality obligation that they take on in this clause during the entire term of the Contract and for five years after its termination for whatever reason.

9.5 The receiving Party shall return or destroy any Confidential Information if the disclosing Party so requests.

9.6 The Parties acknowledge that any non-fulfillment of Clause 9 herein could cause significant damage to the other Party, making the defaulting party remedy these damages and independently of this, giving the party abiding by the agreement the right to terminate the Contract.

10 Intellectual and Industrial Property

10.1 All the DPI's of the Parties, pre-existing or created during the execution of this Contract, will continue to be the property of the Party that own them or their licensees.

10.2 Without prejudice to the terms and conditions of any open code software licence that will be applied independently of the licence granted here:

(a) BT grants the Customer, only for the reception or use of the Products or Services, a non-exclusive, non-transferable licence to use in Spain in an object code manner all the Software and related documentation that might be provided by BT, subject to the Customer's fulfillment of the Contract, the terms and conditions of third parties that are applied to the use of the Software and related documentation. (b) The Customer undertakes to not replicate, modify or do reverse engineering of any Software or, knowingly, permit any other person to do it, unless BT has specifically authorized it in writing.

10.3 The conditions of any licence granted by BT by virtue of Clause 10.2 are the same as the conditions for the Service with which the Software interacts or in relation to which the Product is supplied.

10.4 Excluding any open code Software that BT might place at the Customer's disposal related to the Services, BT undertakes to defend, indemnify and hold the Customer harmless against any prejudicial consequence, claim or procedure arising from the alleged infringement attributable to BT of DPI from a third party on the occasion of the rendering of the Service, as long as the Customer (a) reports the information regarding such a claim immediately to BT in writing, (b) gives BT total and immediate control over all the negotiations and procedures, (c) the Customer abstains from making public statements related to the claim or from in any way undermining BT's defense against that claim, (d) the Customer gives BT all reasonable assistance regarding the claim. All the expenses incurred or recovered in such negotiations, disputes, conciliations or transactions will be picked up by BT.

10.5 Clause 10.4 will not be applicable to the claims arising from: (a) use of any BT Equipment, Product, Service or Software jointly or in combination with other equipment or software of services not rendered by BT, (b) any unauthorized alteration or modification of the Service, Product or any Software, (c) content, designs or specifications

supplied by the Customer or by someone on its behalf and/or representing it or (d) use of the Service, Product or Software that does not comply with what is provided for in this Contract.

10.6 The Customer will indemnify and hold BT harmless in the same cases as those considered in Clause 10.4 attributable to the Customer or to its agents or Users and will immediately stop any activity that has originated the alleged infringement upon receiving notice from BT of such a claim.

10.7 If a Product or Service becomes, or BT considers probable that it will become, the object of a claim due to a DPI violation, as provided for in Clause 10.4, BT, at its choice and taking on the expenses, may: (a) ensure to the Customer the right to continue using it; or (b) modify or replace the Product or Service so that it no longer violates any provision, as long as that modification or replacement does not substantially affect the performance of the Product or Service.

10.8 The Customer will maintain the confidentiality of any software, as well as any other material containing DPI that is owned by BT and it will be ensured that it is not copied, disclosed or used in any way other than what has been authorized in writing by BT. The Customer is responsible for the unauthorized installation, use, making of copies, the access or distribution of Software that might be used by its end users in relation to the service, whether it be BT's property or that of any of its providers. The Customer will indemnify BT for all the damages and prejudicial consequences caused by the breach of this clause.

10.9 What is provided for in Clauses 10.4 and 12 will constitute the maximum responsibility that BT will take on before the Customer for DPI violation claims or suits.

11 Contracted Service Period and Contract Resolution

11.1 The Contract will go into effect at the moment it is signed by the authorized representatives of both Parties and it will have the term and periods of notice for its partial or total resolution that have been agreed upon on the Order Document. In the event that these conditions have not been agreed upon, either Party may terminate any Service at any time by notifying it in writing to the other party two (2) working days in advance, under the terms considered in article 7 of Royal Decree 899/2009, of May 22. When the Customer exercises this right, it shall pay BT any applicable pending Fee and Cancellation Fee as set forth in the Contract in force.

11.2 Either Party may put an end to the Service at any time and claim damages and prejudicial consequences caused (within the limits of clause 12 below), including, but not limited to, the Cancellation Fees, after prior written notice to the other, when the other Party seriously breaches the Contract with regard to that Service without it rectifying the breach within thirty (30) days after the notification of the breach.

11.3 The termination of a Service or the return of an individual Product will not affect the rights and obligations of the Parties regarding any other Service or Product provided under the aegis of the Contract, if it exists. Otherwise, it will give way to the resolution of the Contract.

11.4 Either party may terminate the Contract, without having to pay for damages and prejudicial consequences, if any of the following circumstances were to arise: (a) that one of the events indicated in Clause 16.1 prevents the total or partial fulfillment of the obligations of a Party in relation to that Service or Product for a continuous period of thirty (30) days after the date that they should have been met; (b) that any public authority that has power and/or jurisdiction over the Parties decides that the rendering of the Services under the aegis of the Contract herein is contrary to legislation; or (c) that any of the authorizations or regulating formalities required have not been obtained, have been denied or are no longer valid, for whatever the reason.

11.5 Upon terminating this Contract (a) the rights of the Parties that have arisen up to the date of that expiration or termination will continue to exist; and (b) the Customer shall cooperate to the utmost with BT to retrieve any BT Equipment.

12 Limitation of Liability

12.1 Neither of the Parties excludes or limits its liability with regard to death or injuries resulting from its negligence or from that of its employees or agents who act in order to carry out their tasks as such.

12.2 Without prejudice to what is provided for in Clause 12.1, the Parties will not be liable to each other due to contractual, non-contractual or legal liability caused by: (a) loss of probable profit, loss of business activity, loss of profit or contracts, anticipated savings, loss of business opportunity, business reputation (including pecuniary losses that arise from business reputation loss or appropriation) or loss or reduction of revenues; (c) loss, damage or destruction of information; and (d) any other indirect loss or damage.

12.3 Without prejudice to any other clause in the Contract that contains a limitation of liability, if a Party fails to comply with an obligation by virtue of the Contract herein, or if some liability arises for the parties for any reason, whether intentionally or not, in relation to this Contract, the liability of that Party to the other will be limited by case or series of related events, to the sum of 100,000 Euros during the past twelve (12) months and to 200,000 Euros for all the cases (related or not) during any period of twelve (12) consecutive months. Notwithstanding the above, the amounts paid or discounted from the Contract fees due to breach of the Service Level Agreement which, as appropriate, have been negotiated among the parties, will be the only liability that BT will take on for that failure to perform.

12.4 The Customer undertakes to not demand contractual or non-contractual liability from BT's personnel, managers and/or administrators and shall direct any liability action that is appropriate to BT itself.

12.5 Any claim shall take place within the peremptory time-limit of one year as of the time the event motivating it has occurred.

12.6 BT will implement reasonable measures to prevent the unauthorized access of third parties to the network that provides Services to the Customer, but it will not be responsible for the losses or prejudicial consequences caused to the Customer in the event of said unauthorized access unless a specific security service for this purpose has been quoted and agreed.

13. Resolution of problems in the Service.

13.1 The Customer may make the claims, complaints or open incidents regarding the rendering of the service in BT's Customer Support Department, located at C/ Isabel de Colbrand 8, 3^o floor, Madrid (28050), within the period of one month after it becomes aware of the event motivating it or by ringing 912 707 000. If the Customer makes its claims over the telephone, BT will inform it of its right to request a document that certifies the submittal and content of the complaint, claim or incident. The Customer also has the option to submit its complaints or claims using the web page [Información legal | BT for global business](#).

13.2 In the event that some material defect were to exist in the Service, understanding as such those that affect the Customer's business, the Customer will notify this to BT and a technical committee will be set up to analyze it. Both parties undertake to set up that committee within a period of 10 calendar days as of that notification. This committee will be made up of at least two technical managers from each of the parties and shall reach an agreement about the existence and solution of the existing technical defects within the period of one month, or within the period agreed upon between both.

14 Personal Data:

14.1 The Customer acknowledges that for BT, or for its subcontractors, to render the Services and/or supply the Products, it is necessary for its Personal Data to be housed in the databases and systems of BT or of third parties located within the European Union or in third countries to which the EU has recognized a suitable level of data protection. In the case in which the Customer's data is going to be housed in a State that does not provide a suitable level of protection in accordance with the legislation in force, BT will previously obtain the Customer's authorization in compliance with the data protection regulations.

14.2 The Parties shall strictly comply with the laws and regulations applicable to telecommunications services and data privacy that are in force within the jurisdiction of the place where the Services or Products are rendered. To the extent that BT or its subcontractor, as appropriate, process or handle Personal Data on behalf of the Customer, BT shall ensure that: (a) it will only handle it according to the applicable legislation; (ii) it will adopt the appropriate technical and organizational measures that prevent its unauthorized or illegal processing or handling, or its loss or accidental destruction or any other damage; and (iii) once the contractual provisioning has been completed, it will return or destroy any storage device or document on which the Customer's Personal Data exists that is the object of processing, without prejudice to the fulfillment of the conservation obligations imposed upon BT by the applicable legislation.

14.3 The parties agree that the Personal Data that shall be handled on behalf of the Customer: (i) will be filed at locations previously notified to the Customer pursuant to the applicable legislation in force; (ii) may be housed in systems and Databases used by the help desk, service desk and/or network management centers used to provide the Service or the Products, and/or for collection and sales purposes, technical, commercial and/or purchasing purposes; (iii) may be given by BT to subcontractors or providers to the extent that is necessary to permit the subcontractor or provider to comply with its obligations in relation to the Services or Products, obtaining prior authorization from the Customer to that effect. The Customer authorizes the transfer of the Personal Data to other companies included in the BT Group, whenever they meet the protection requirements covered in clause 14.1 above.

14.4 The Customer shall notify BT what Personal Data, if any, is included in the Customer's Data ("Customer Personal Data") and the Customer will give BT the reasonable instructions in writing with regard to the way and purpose of the processing on BT's part to the extent strictly required for the rendering of the Service.

14.5. BT will handle the Personal Data to the extent necessary to provide the Service or in accordance with the Customer's instructions. At all times, both parties will comply with their respective obligations pursuant to the applicable data protection legislation and privacy regulations. In this sense, BT: (a) will implement and maintain measures, in accordance with its security policies and their modifications, to protect the Personal Data against accidental or illegal destruction, or its accidental loss, alteration, disclosure or unauthorized access; and (b) it will transfer the Personal Data outside Spain, including to the Affiliates, subcontractors or providers when required to provide the Service.

14.6 If necessary, the Customer shall appropriately notify the Owners of the data and obtain their consent and authorization, pursuant to the legislation applicable in each jurisdiction, to permit the handling of Personal Data by the Customer, BT and/or BT parties. The Customer will hold BT harmless against any damage or prejudicial consequence that might be caused to the latter in the event that the Customer fails to fulfill this obligation. The Customer will abide by the information requirements that BT puts forward to it in relation to the compliance of the legal requirements for the handling of this Personal Data.

14.7. The Customer agrees that BT will not be liable for any suits, claims and/or actions initiated by the Owner of the Data, originating from any action or omission, on BT's part, to the extent that such action or omission; (a) is a result of any failure by the Customer to comply with this clause or (b) arises from the fulfillment on BT's part of any instruction from the Customer or from the action on BT's part in representation of the Customer for the fulfillment of that instruction. In both cases, the Customer agrees to hold BT harmless, release it from any responsibility and defend it against any suit, claim or action originating from such non-fulfillment.

15 Assignment/Subcontracting/Local Contract between Affiliates

15.1 The Parties reserve the right to totally or partially assign this Contract at any time to any Affiliate, as long as said assignment is notified previously in writing to the other Party and the assignee Affiliate has the same level of solvency both technically and economically. Any other assignment will require the prior consent in writing of the other Party.

15.2 This Contract will be binding and will be of benefit to the Parties, their successors and authorized assignees.

15.3 BT may subcontract the rendering of the Services to third parties or to its Affiliates in order to comply with what is agreed in this Contract. Said subcontracting will not release BT from its obligations to the Customer.

15.4 The Parties acknowledge and agree that BT's Affiliates and the Customer's Affiliates may reach an agreement for the provisioning of Products and Service under the terms of the Contract herein in countries outside Spain by signing a Local Contract by means of which they agree to incorporate the terms and conditions set forth in the Contract herein with, as appropriate, the necessary modifications to conform to the local applicable law. In this case, it will be understood that the Affiliates that have signed the Local Contract will be responsible among themselves for the rendering and supply of the Products and Services that are agreed upon in the respective Orders.

16 Compliance and dependence of the services offered on the applicable regulations, on the state of the art, on the information provided by the customer and on the provisioning of services by third parties

16.1 Due to the nature itself of the electronic communications services to be rendered, the Customer understands that they may be subject to legislation that regulates them which both parties agree to comply with by submitting to the changes that might occur to them, that their supply may depend partially upon the renderings of services by third parties who by means of interconnection or access services complement the network, coverage and BT's Services, that the evolution in the state of the art and their quick obsolescence may have an impact on the services as well as that if a service has been tailor-made for the customer, this service is based on the information provided by it regarding aspects such as traffic profile, the volume of its communications or the location of its sites, among other things.

16.2 The Customer understands that the service may undergo some modification due to changes in the regulations, in third-party service provisioning conditions, due to technical obsolescence and the consequential end of the provisioning of certain services or due to the increase in the cost of its rendering. It additionally understands that changes in the data provided by the Customer that have been used for the design and implementation of its technological solution (in the event that it is tailor-made), have an impact on the Service to be offered, on its costs and, therefore, on the offered price. For these reasons, if changes occur in the regulations, the state of the art, in the third-party provisioning of services that are essential to the rendering of the service by BT, or in the quotes under which the Service has been tailor-made for the Customer and this has a significant impact on the possibility or the way in which BT renders the Contract's services, BT will notify this as soon as possible to the Customer in order to reach an agreement in good faith concerning modifications in the Service, an alternative Service or the migration to another service in order to minimize any effect on the Customer. Nevertheless, in the event that an agreement cannot be reached, both parties will have the power to terminate the Contract without any penalty.

16.3 Excess construction charges

16.3.1 All Services and pricing is subject to site survey. After the Effective Date, BT will arrange for any survey(s) to be conducted to confirm the availability of a suitable [Access Line] to the Site(s).

16.3.2 If the survey(s) identify that provision of Service is not possible for operational reasons; following consultation and agreement with the Customer, BT will not proceed with provision of the Service and the Customer agrees that BT shall not be liable to the Customer for failure to provide the Service. Where this is the case, BT will reject the Order and the Customer shall not be liable for cancellation Charges.

16.3.3 If the survey(s) identify that additional engineering work is required in order to provide a suitable Access Line to the Site(s) and: a) the Excess Construction Charges are within the limit the Customer has agreed to [in the Order] BT will proceed with delivering the Service for the affected Site(s) following the completion of any additional engineering works; or b) the Excess Construction Charges are in excess of the limit the Customer has agreed to [in the Order] or there are no Excess Construction Charges set out [in the Order] BT may provide a new quote to the Customer, detailing the additional Excess Construction Charges the Customer will need to pay for the engineering work to be completed. If the Customer: (i) accepts the new quote, BT will proceed with delivering the Service for the affected Site(s) following the completion of any additional engineering works; or (ii) does not accept the new quote, BT will cancel the provision of the Service to the affected Site(s) and BT will have no obligation to provide the Service to the Customer at that Site. The Parties will agree any amendments required to minimum commitments if applicable.

16.3.4 BT will not invoice the Customer for any Excess Construction Charges, unless these are actually incurred as detailed in [section 16.3].3 above.

16.3.5 "Excess Construction Charges" or "ECC" means any Charges in addition to the Installation Charges required for the installation of a Service, or an aspect of a Service, that exceed the level normally required, including where additional infrastructure is provided to give a new or extended Service at a Site or other location.

17 Miscellaneous provisions

17.1 **Applicable Law:** The Contract herein will be governed and construed under Spanish Law.

17.2 **Force Majeure:** Neither of the parties will be responsible for failing to fulfill its obligations if this failure to perform occurs due to force majeure or, in general, to any of the circumstances considered in article 1.105 of the Civil Code. The failure to render a Service totally or partially or to supply a Product will be considered to be due to Force Majeure and will therefore release BT from responsibility if: (a) a third party cannot supply or delays in, or is incapable of, or refuses to or delays in the rendering of a service or product that BT needs in order to render the service contracted from BT and there is no alternative available to BT at a reasonable cost; or (b) BT is prevented by regulatory or legal restrictions from rendering the Service or a Product.

17.3 **Publicity:** Notwithstanding Clause 10 of this Agreement, each Party is entitled to announce publicly and within their organization that they have entered into this Agreement without disclosing the details of this Agreement. In the event a Party wants to publish or use any other 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 or any Services provided under this Agreement, the prior written approval of the other Party is required which shall not unreasonably be withheld.

17.4 **Customer Satisfaction Polls:** The Parties agree to cooperate with the reasonable requirements of the other Party with regard to the customer satisfaction polls carried out by that Party or by third parties contracted by the latter.

17.5 **Compliance with the Anti-corruption and Bribery Law:** The Parties shall abstain from carrying out or getting involved in illicit practices or those that violate any applicable law in Spain, as well as the Foreign Corrupt Practices Act of the United States or the UK Bribery Act of 2010 or any other law that prohibits kickbacks, bribery or any other similar activity. Each Party shall ensure that neither it nor its Affiliates, subcontractors, agents and contractors, whether directly or indirectly, look for, receive, accept, give, offer, agree or undertake to give money, handouts or any other thing of value from or to any person (including, as a mere example, and in no way serving as limitation, to public servants or agents of public or private entities) as an incentive or compensation for it to perform a favorable action or to abstain from acting or does not successfully implement the appropriate guarantees to protect itself against such actions. Each of the parties, upon request from the other, shall submit proof of the measures adopted to prevent the prohibited actions, including the setting up of the business policies, practices, and/or controls required to prevent these types of conduct and to comply with the rules referred to in the clause herein. To the extent that is permitted, each Party shall inform the other Party without delay about any investigation regarding alleged violations of the regulations referred to in the clause herein and in the rules that are related to this Contract.

17.6 **Export Control:** The Parties agree that any use or transfer of products, services, and technical information (including, but not limited to, technical assistance and training) provided under this Agreement must be in compliance with all applicable export controls, economic sanctions and anti-boycott measures as set out by applicable law (hereinafter, "Trade Controls") including the Trade Controls implemented by the Spanish, United Kingdom, the United States, the European Union and its member states.

Neither party will be obliged to engage in any activity that would violate or trigger sanctions or penalties under Trade Controls and that Party will inform the other Party if it becomes aware of a requirement to engage in such activities.

If requested by a Party, the other Party agrees to sign written assurances and other import/export-related documents, and to comply with reasonable requests for information in relation to Trade Controls.

17.7 **Activity of BT as the Customer's Agent for Third-Party Services:** In the event that the Customer obtains the Service or part of it directly from a third-party service provider, in accordance with an independent agreement between the Customer and a third party, BT's responsibility, even when it has handled that agreement, will be limited to the fulfillment of the specific obligations set up in the corresponding agreement, and BT will not take on any responsibility by virtue of that agreement upon BT acting solely as the Customer's intermediary.

17.8 **No Waiver:** Unless otherwise specified in the Contract herein, no fault, neglect or delay in the exercising of any right, power or concession indicated in the Contract herein will be interpreted as a waiver of any right, power or action.

17.9 **Validity of clauses:** In the event that any provision in the Contract were to be invalid or not applicable, it will be excluded from the Contract, and the rest of the provisions will remain fully in force. The Parties will negotiate a replacement of the cancelled provision as soon as possible.

17.10 **Entire agreement:** This Contract replaces any previous document and/or statement, whether oral or written, between the Parties (unless reference is made to it specifically in this Contract) and constitutes the only and entire agreement with regard to its purpose.

17.11 **Language:** The language of the Contract is Spanish. If there is a conflict between the Contract herein and any translation, the version in Spanish will prevail.

17.12 **Notices:** All notices sent under the aegis of the Contract herein shall be made in writing and in Spanish, unless the Parties agree otherwise or the legislation and local regulations provide for something else, and they shall be sent by registered post or delivered to BT's or the Customer's main office, and they shall be addressed to the recipient appearing on the Order Document or to any other address or recipient that each Party has indicated for that purpose.