

END-USER LICENSE AGREEMENT FOR BT MEETME SERVICES

This End User License Agreement (“EULA”) is a legal agreement between you (as an individual hereinafter referred to as “you” or “Customer”) and British Telecommunications plc, a company residing in the UK and its affiliates (collectively “BT”) for the MeetMe web app and MeetMe Mobile Applications that accompanies this EULA, which includes computer software “online” and electronic documentation (collectively, the “Software”). If BT is providing you with the Software pursuant to a separate agreement between you (or a third party such as your employer) and BT (a “Customer Agreement”) then in the case of a conflict this EULA takes priority over the Customer Agreement and governs your use of the Software. **YOU HEREBY AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY ACCEPTING THIS EULA (INCLUDING ANY TERMS THAT MAY BE DISPLAYED IN A POP-UP SCREEN BEFORE YOU INSTALL THE SOFTWARE), OR BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA DO NOT INSTALL, COPY, DOWNLOAD OR USE THE SOFTWARE.**

1. **LICENSE GRANT.** BT grants you only those rights expressly granted to you in this EULA provided that you comply with all terms and conditions of this EULA.
 - a. **Software License Grant.** BT grants you a nonexclusive, revocable, limited, non-sublicenseable, non-transferable, license to (a) install and run the Software solely for the purpose of accessing the BT MeetMe Service (or any other applicable conferencing service solutions) provided under the Customer Agreement, either directly on your computer’s local operating system or by using your own Virtual Desktop Infrastructure (VDI) client application, and (b) make one copy of the Software solely for backup or archival purposes.
 - b. **Use.** You may, subject to your compliance with the terms of your Customer Agreement and this EULA, (i) install and personally use the Software and any updates provided by BT (in its sole discretion) in object code form on a device owned or controlled by you and may use the Software and any data accessed through the Software solely in connection with the Services provided by BT pursuant to Section 1.a above. When using the Software, you must comply with all applicable third party terms of agreement for software applications used in conjunction with the Software or any services provided by the Software.
 - c. **Documentation.** You may make and use an unlimited number of copies of the documentation, if any, provided that such copies shall be used solely for your own use in association with the Software and are not to be republished nor distributed (in hard copy, electronic or any other form) beyond your premises or to any third party.
2. **RESERVATION OF RIGHTS AND OWNERSHIP.** BT reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright, patent and/or other intellectual property laws and treaties and contains trade secrets of BT and its suppliers. BT and its suppliers own the title, copyright, and other intellectual property rights in the Software. Notwithstanding any statements to the contrary contained in any terms of sale for the Software, the Software is licensed, not sold and BT retains ownership of all copies of the Software and documentation. You acknowledge and agree that Apple Inc. of One Apple Park Way Cupertino, CA 95014, USA (“Apple”), and Apple’s subsidiaries, are third party beneficiaries of the EULA, and that, upon your acceptance of the terms and conditions of the EULA, Apple will have the right (and will be

deemed to have accepted the right) to enforce the EULA against you as a third party beneficiary of the EULA.

- 3. LIMITATIONS ON LICENSE.** You are expressly prohibited from using the Software in any manner not specifically authorized by BT in this EULA or in any unlawful manner or for any unlawful purpose. You may not make any copies of the Software except and to the extent necessary for backup and archival purposes. You may not modify, create derivative works, reverse engineer, decompile, or disassemble the Software (in whole or in part), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not sell, copy, transmit, rent, lease, lend, loan, distribute, transfer, sub-license or access thereto, provide commercial hosting services with the Software (in whole or in part) or derive income from the use or provision of the Software, whether for direct commercial or monetary gain or otherwise, without BT's prior, express, written permission. You may not delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices, which appear on or in the Software or documentation. You may not incorporate the Software into any component of or the firmware of any device manufactured by or for you. You may not use the software in conjunction with a service that is not operated by BT, or with an invalid BT MeetMe account that has not been assigned to you. No license, right, or interest in any BT trademark, trade name or service mark is granted to you pursuant to this EULA.
- 4. SUPPORT AND SOFTWARE UPDATES.** BT may elect to provide you with customer support and/or software upgrades, enhancements, or modifications for the Software (collectively, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. BT may change, suspend, or discontinue any aspect of the Software at any time, including the availability of any Software feature, database, or content. BT may also impose limits on certain features and services or restrict your access to parts or all of the Software without notice or liability. Additionally, for certain versions of the Software, in order to enhance the security of the Software or to fix bugs, from time to time, BT may automatically download and install updates to the Software or require you to download and install updates before providing you with support. From time to time BT may automatically download the latest version of the Software and notify you when it's ready to install. If you wish to update your Software, you must agree to the terms of the then current EULA, in order for the update to be installed on your device. BT is solely responsible for the maintenance and support of the Software.
- 5. FEES AND PAYMENTS.** The charges for use of the Software are as set out in your Customer Agreement. BT reserves the right to change the charge fees for future use of or access to the Software at BT's sole discretion.
- 6. TERMINATION.** Your license to use the Software under this EULA continues until it is terminated by either party. You may terminate this EULA by discontinuing use of any or all of the Software and by uninstalling and destroying all your copies of the Software. This EULA terminates automatically if: the Customer Agreement terminates; BT publicly posts a written notice of termination on BT's web site; or BT sends a written notice of termination to you. Without prejudice to any other rights, BT may immediately terminate this EULA if you are in material breach of any of the terms or conditions of Sections 1-3 of this EULA, which has not been remedied within 14 days of written notice from BT to you. In such event, you must immediately cease using the Software and destroy all copies of the Software and all of its component parts. Upon termination of this EULA, you shall cease any and all use of the Software, its components, and any third-party data.

7. REPRESENTATIONS AND WARRANTIES.

a. You represent and warrant that you:

i. will use the Software at all times in compliance with the terms of this EULA and applicable laws and regulations;

ii. will not install, use, access, or run the Software for purposes other than accessing the conferencing services provided under the Customer Agreement;

iii. are not resident in and/or a citizen of a country that is subject to a U.S. Government embargo details of which are located at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> or that has been designated by the U.S. Government as a "terrorist supporting" country details of which are located at <https://www.state.gov/j/ct/list/c14151.htm>; and

iv. are not listed on any U.S. Government list of prohibited or restricted parties located at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

b. BT represents and warrants that (a) it owns or has the right to license the Software and (b) that the Software is complete, correct, effective, and capable of meeting the specifications included in the documentation, if any, provided under the Customer Agreement. Your sole remedy for breach of the foregoing representation in Section 7.b (b) shall be BT's commercially reasonable efforts to redeliver the affected Software.

8. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE SET FORTH ABOVE, BT MAKES NO WARRANTIES REGARDING THE SOFTWARE. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BT AND ITS SUPPLIERS PROVIDE THE SOFTWARE AS IS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. THERE IS NO WARRANTY THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT YOU MAY SELECT FOR USE, THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL SOFTWARE ERRORS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM BT OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS EULA. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.

9. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. IN NO EVENT WILL BT BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT BT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS EULA IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF BT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER (OTHER THAN THE LIMITED REMEDY DESCRIBED IN SECTION 7.b ABOVE) SHALL BE LIMITED TO THE AMOUNT OF USD\$10.00 (TEN US DOLLARS). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 8, 9 AND THIS SECTION 10) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY SPECIFIED IN THIS EULA IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. DATA PRIVACY.

11.1 In this EULA, the following terms each have the meaning given to it in the GDPR: “Binding Corporate Rules”, “Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processing”, “Processor” and “Supervisory Authority”.

“GDPR” means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR).

11.2 Data provided by you during installation and certain other information is subject to the BT Privacy Policy, located at: <http://www.productsandservices.bt.com/products/static/privacy-policy/>. The BT Privacy Policy sets out your rights as a Data Subject under the GDPR.

11.3 Notwithstanding any other provision in the EULA, for BT to provide the Software, Personal Data may be:

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

11.3.2 transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this EULA and you consent to BT to perform each transfer in order to provide the Software services provided that BT will rely on appropriate transfer mechanisms permitted by Data Protection Legislation, including:

- a. BT Group’s Binding Corporate Rules (for transfers among BT’s Affiliates);
- b. agreements incorporating the relevant standard data protection clauses adopted by the European Commission.

11.4 BT will be either Controller, Processor or both under the EULA depending on the type of Personal Data Processed and the purpose of the Processing.

11.5 If BT acts as a Controller:

11.5.1 BT may collect, Process, use or share Personal Data with its affiliates and Sub-Processors, within or outside the country of origin in order to do any or all of the following:

- a. implement the services provided by the Software;

- b. manage and protect the security and resilience of any BT equipment, the BT Network and the services provided by the Software;
- c. administer access to online portals relating to the Software;
- d. manage the EULA and resolve any disputes relating to it;
- e. respond to general queries relating to the Service or EULA; or
- f. comply with Governing Law;

11.5.2 BT will Process the Personal Data in accordance with applicable Data Protection Legislation, and as set out in the BT Privacy Policy and, where applicable, BT Group's Binding Corporate Rules.

12. CHANGES. BT reserves the right to update and change, from time to time, this EULA and all documents incorporated into it by reference. You can always find the most recent version of this EULA at [https://www.btconferencing.com/terms-and-conditions/uk/BT MeetMe EULA published March2022.pdf](https://www.btconferencing.com/terms-and-conditions/uk/BT_MeetMe_EULA_published_March2022.pdf). BT may change this EULA at any time by posting a new version without notice to you. Use of the Software after any such change constitutes your acceptance of such changes. If you require further information or help with the Software, you may contact BT at <https://www.globalservices.bt.com/en/my-account/support/collaboration/contact-numbers>.

13. GOVERNING LAW. The validity, interpretation and performance of this EULA shall be governed by and construed in accordance with the laws, without respect to conflict of law provisions, and you agree to submit to the jurisdiction of the court, set forth below based on the applicable region where you are located:

EEA

Governing Law: England. **Court Jurisdiction:** English Courts

USA and All other countries

Governing Law: State of New York, USA. **Court Jurisdiction:** State or Federal Courts located in New York City

Notwithstanding the foregoing, nothing in this Section 13 shall prevent BT from seeking any injunctive or equitable relief by a court of competent jurisdiction that is necessary to protect BT's rights or property until such dispute is resolved. This EULA will be interpreted and construed in accordance with the English language. The parties agree that the provisions of the Uniform Computer Information Transactions Act ("UCITA") and the U.N. Convention on Contracts for the International Sale of Goods will have no force or effect on these terms and conditions.

14. NO GENERAL WAIVER; SEVERABILITY. The failure of BT to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.