

## BT Applications Software Licence Agreement

Welcome to the BT Applications Software (" Software") Licence Agreement ("Agreement"). This Agreement is between you (or any authorised user of the Software), and BT plc, including any of its affiliates (collectively, "BT").

In order to download and install the Software you must agree to the terms of this Agreement (including any terms that are displayed to you in a pop-up screen before you install the Software). In addition to agreeing to the terms of this Agreement you are also bound by the terms of service and / or terms of use (collectively, "Additional Terms") from where you have downloaded the BT Application.

This Agreement is a legally binding contract that should be read in its entirety. If you disagree with any of the terms below, BT does not grant you a licence to use the Software and you may not download it and should cancel or exit any installation you may have started. Data provided by you during installation and certain other information is subject to the BT Privacy Policy, located at <http://www.bt.com/privacypolicy>

By installing the Software you agree to be bound by the terms of this Agreement.

The Software may only be used by you if you have BT Cloud Voice service and a valid username and password for that service.

Provision of the Software will be a business to business transaction to which the Consumer Protection (Distance Selling) Regulations 2000 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 do not apply.

BT reserves the right to update and change, from time to time, this Agreement and all documents incorporated into it by reference. You can always find the most recent version of this Agreement [here](#), under IP Communications, BT Cloud Voice. BT may change this Agreement 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.

### IMPORTANT

You will be able to make 999/112 emergency calls from your device in the usual way e.g. over the mobile network but not by using the device on the BT Cloud Voice service.

### 1. Licensed Uses and Restrictions.

Software, documentation, and local electronic files installed or utilised by the installer application are licensed to you by BT on a worldwide (except as limited below), non-exclusive basis on the terms set out in this Agreement. You have no right to sub-license use of the Software, documentation or local electronic files. This Agreement defines legal use of the Software, all updates, revisions, substitutions, and any copies of the Software made by or for you. All rights not expressly granted to you are reserved by BT or their respective owners.

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b. YOU MAY NOT: (i) decompile, reverse engineer, disassemble or otherwise reduce to human-readable form, modify, rent, lease, loan or distribute the Software (in whole or in part) or create derivative works or improvements of the Software or any portion thereof;

(ii) incorporate the Software into any component of or the firmware of any device manufactured by or for you;

(iii) use the Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the terms of this Agreement;

(iv) use or export the Software in violation of applicable UK, or other relevant laws or regulations;

(v) sell, lease, loan, distribute, transfer, or sub-license the Software or access to it.

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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

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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 Agreement, in order for the update to be installed on your device. BT is solely responsible for the maintenance and support of this application.

#### 4. Fees and Payments.

BT reserves the right to charge fees for future use of or access to the Software in BT's sole discretion. If BT decides to charge for the Software, such charges will be notified in accordance with the terms and conditions of the BT Cloud Voice service.

#### 5. Disclaimer of Warranties

Use of the Software is at your sole risk and is provided on an as is basis. BT, its officers, directors, employees, contractors, agents, affiliates, and assigns (collectively, "BT Entities"), do not represent that the Software is appropriate or available for use outside the United Kingdom. You must not use the Software to access video content outside the United Kingdom, Channel Islands and Isle of Man.

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If the Software or any data accessed by using it proves defective, you (and not the BT Entities) assume the entire cost of all repair or injury of any kind, even if the BT Entities have been advised of the possibility of such a defect or damages.

#### 6. Limitation of liability.

Notwithstanding any other provision, nothing in this Agreement shall exclude or limit either party's liability for the tort of deceit, fraudulent misrepresentation, death or personal injury caused by negligence.

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BT is not liable to you for any and all direct, incidental, special, indirect, or consequential damages arising out your use or inability to use or access the Software, or any data provided through the Software, whether such damage claims are brought under any theory of law or equity. Damages

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Information provided through the Software may be delayed, inaccurate, or contain errors or omissions, and BT will have no liability with respect thereto. BT may change or discontinue any aspect or feature of the Software or the use of all or any features or technology in the Software at any time without prior notice to you.

#### 7. Indemnification.

You agree to indemnify and hold the BT Entities harmless from any claim or demand, including reasonable legal fees, made by any third party in connection with or arising out of your use of the Software, your violation of any terms or conditions of this Agreement, your violation of applicable laws, or your violation of any rights of another person or entity. You are solely responsible for compliance with agreements you have executed with third parties.

#### 8. Controlling Law.

This Agreement and the relationship between you and BT are governed by the laws of England and Wales without regard to its conflict of law provisions. You and BT agree to submit to the personal and exclusive jurisdiction of the courts located within England and Wales.

#### 9. Precedence.

This Agreement and any Additional Terms constitute the entire understanding between the parties respecting use of the Software, superseding all prior agreements between you and BT. In the event of any conflict between the terms of this Agreement and the Additional Terms, the terms of this Agreement will take precedence, except to the extent that the Additional Terms impose additional restrictions and liabilities on your actions.

#### 10. 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.

#### 11. Surviving Provisions.

Sections 2, and 4 through 11, will survive any termination of this Agreement.

## 12. Third Parties.

The Software uses Qt libraries licensed under the GNU Lesser General Public License.

The Software uses parts of Qt Toolkit.

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