

# BT Applications Software Licence Agreement

**Please read the agreement below before downloading NGT Lite:**

Welcome to the BT Applications Software (the " Software") Licence Agreement (the "Agreement"). This Agreement is between you (or any authorised user of the Software), and BT, 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 Software Licence Agreement you are also bound by the Apps Store Terms of Service 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. Declining this Agreement and the installation of this Software will not impact your ability to use other BT internet services.

Data provided by you during installation and certain other information is subject to the NGT Privacy Policy, located at: [http://ngts.org.uk/tyntk\\_index.php#privacy](http://ngts.org.uk/tyntk_index.php#privacy)

You agree that by installing the Software, you acknowledge that you are at least 18 years old, have read this Agreement, understand it, and agree to be bound by its terms.

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 at [www.bt.com/fon](http://www.bt.com/fon). 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.

## **1. Licensed Uses and Restrictions.**

Software, documentation, and local electronic files installed or utilised by the installer application are owned by BT, and are licensed to you by BT on a worldwide (except as limited below), non-exclusive, non-sublicenseable basis on the terms set out in this Agreement. 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.

Software, documentation, and local electronic files installed or utilised by the installer application are owned by BT, and are licensed to you by BT on a worldwide (except as limited below), non-exclusive, non-sublicenseable basis on the terms set out in this Agreement. 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.

a. YOU MAY

(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 for your own non-commercial use or benefit. Your licence to use the Software under this Agreement continues until it is terminated by either party. You may terminate the Agreement by discontinuing use of any or all of the Software and by destroying all your copies of the Software. This Agreement terminates automatically if you violate any term of this Agreement, BT publicly posts a written notice of termination on BT's web site, or BT sends a written notice of termination to you.

b. YOU MAY NOT:

(i) decompile, reverse engineer, disassemble, 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 the Software to operate nuclear facilities, life support, or other mission critical applications where human life or property may be at stake. You understand that the Software is not designed for such purposes and that its failure in such cases could lead to death, personal injury, or severe property or environmental damage for which BT is not responsible.

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

(vi) sell, lease, loan, distribute, transfer, or sub-license the Software or access thereto 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.

The foregoing is subject to applicable statute and other express law.

## **2. Ownership and Relationship of Parties.**

Where the Software is protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.K. and other countries, you agree to abide by all such applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in this Agreement. BT owns all rights, title, and interest in and to their applicable contributions to the Software. This Agreement grants you no right, title, or interest in any intellectual property owned or licensed by BT, including (but not limited to) the Software or any BT trademarks, and creates no relationship between you and BT other than that of licensor to licensee.

You agree that you will use the Software, and any data accessed through the Software, for your own personal non-commercial use only. You agree not to assign, copy, transfer, or transmit the Software, or any data obtained through the Software, to any third party. Your licence to use the Software, its components, and any third-party data, will terminate if you violate these restrictions. If your licence terminates, you agree to cease any and all use of the Software, its components, and any third-party data. All rights in any third-party data, any third-party software, and any third-party data servers, including all ownership rights are reserved and remain with the respective third parties. You agree that these third parties may enforce their rights under this Agreement against you directly in their own name.

The software also utilises the following code library, JSON.simple and it's listed at the following address: <http://code.google.com/p/json-simple/>

On the left-hand side, under Product Information, it's released under the Apache License 2.0. <http://www.apache.org/licenses/LICENSE-2.0> which all need to be agreed too.

### **3. 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 or the BT Applications web site 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 with or without prior notification.

From time to time BT may automatically download the latest version of the Software and notify you when it's ready to install. Downloads of the Software may be limited by your ISP. 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 disclosed to you 28 days before they are applied.

### **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.

The BT Entities expressly disclaim all warranties of any kind, whether express or implied, relating to the Software and any data accessed there from, or the accuracy, timeliness, completeness, or adequacy of the Software and any data accessed by using it, including the implied warranties of title, merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement.

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.

BT will not be liable to you for claims and liabilities of any kind arising out of or in any way related to the use of the Software by yourself or by third parties.

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 excluded by this clause include, without limitation, those for loss of business profits, injury to person or property, business interruption, loss of business or personal information.

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 of Use 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 those in any Terms of Use, the terms of this Agreement will control, except to the extent that the Terms of Use 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.