

## VNC CONNECT END USER LICENSE AGREEMENT

IN ORDER TO INSTALL ANY PART OF THE SOFTWARE (AS DEFINED BELOW), AND/OR TO RETAIN THE SERVICES (AS DEFINED BELOW) OF REALVNC, YOU MUST FIRST ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE THEN DO NOT INSTALL OR USE ANY PART OF THE SOFTWARE. BY INSTALLING ANY UPDATED VERSION OF THE SOFTWARE WHICH MAY BE MADE AVAILABLE, YOU ACCEPT THAT THE TERMS OF THIS AGREEMENT APPLY TO SUCH UPDATED SOFTWARE. REALVNC LIMITED ("REALVNC") MAY MODIFY THESE TERMS AND CONDITIONS AT ANY TIME. BY INSTALLING ANY UPDATED VERSION OF THE SOFTWARE WHICH MAY BE MADE AVAILABLE, YOU ACCEPT THAT THE MODIFIED TERMS OF THIS AGREEMENT APPLY TO SUCH UPDATED SOFTWARE.

### 1 Definitions

In this Agreement:

"Deployment Software" means deployment tools and services available from the Website including documentation, updates, modified versions and copies of the Deployment Software.

"Desktop" means a graphical user interface, whether accessible via a console attached to the Host, via the Software, or by any similar means.

"Enterprise Subscription" means an entitlement enabling connectivity and advanced functionality as described on the Website.

"Home Subscription" means an entitlement enabling connectivity and basic functionality for non-commercial use only as described on the Website.

"Host" means the computer on which the Software is to be installed.

"Professional Subscription" means an entitlement enabling connectivity and enhanced functionality as described on the Website.

"Server Software" means VNC Server Version 6.0 or later of the programs available from the Website, including documentation, updates, modified versions and copies of the Server Software.

"Subscription" means a subscription purchased for or by you and/or obtained from RealVNC that enables the Software.

"Subscription Fee" means the fees payable for a Subscription as set out on the Website.

"Viewer Software" means VNC Viewer Version 6.0 or later of the programs available from the Website including documentation, updates, modified versions and copies of the Viewer Software.

"Services" means the support services set out in clause 5.

"Software" means the Server Software and/or the Viewer Software and/or the Deployment Software.

"Website" means <https://www.realvnc.com> and associated web applications.

## **2 Limited Trial Period**

The Software can be evaluated for a limited trial non-exclusive license period as set out on the Website. It will perform for only a limited period of time. THE LIMITED TRIAL SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OR LIABILITY ON REALVNC'S PART TO YOU WHATSOEVER.

## **3 Intellectual Property Rights**

The Software, its structure and algorithms, and the information provided with the Software or available on the Website are protected by copyright and other intellectual property laws, and all intellectual property rights in them belong to RealVNC or are licensed to it. You may not reproduce, publish, transmit, modify, create derivative works from, or publicly display the Software or any part of it. Copying or storing or using the Software other than as permitted in clause 4 is expressly prohibited unless you obtain prior written permission from RealVNC.

## **4 Permitted and Prohibited Uses**

- 4.1 You require a Subscription to cover each Desktop that is to be made accessible using the Server Software.
- 4.2 RealVNC, on behalf of itself, its subsidiaries and any licensors, hereby grants to you a non-exclusive, worldwide, non-transferable license to install and use the Server Software on no more than the number of Desktops for which your Subscription is valid. In the case of a Home Subscription, the Server Software may only be used for your private, non-commercial purposes. In the case of a Professional Subscription or an Enterprise Subscription, the Server Software may additionally be used for the internal purposes of your business or organisation on Hosts owned by your business or organisation.
- 4.3 You may make as many copies of the Server Software as your Subscription allows and use it to install the Server Software on your Hosts. You are expressly prohibited from transferring or distributing the Server Software in any format, in whole or in part, for sale, for commercial use, or for any unlawful purpose.
- 4.4 You may not rent, lease or otherwise transfer the Software or allow it to be copied except as expressly permitted under this Agreement. Unless permitted by law, you may not modify, reverse engineer, decompile or disassemble the Software or use any of the confidential information of RealVNC contained in or derived from the Software to develop or market any software which is substantially similar in its function or expression to any part of the Software.
- 4.5 You must treat the source code of the Software as RealVNC's confidential information.
- 4.6 RealVNC, on behalf of itself, its subsidiaries and any licensors, hereby grants to you a non-exclusive, worldwide, non-transferable license to install and use the Viewer Software for your personal use or for the internal use of your business or organisation. You are expressly prohibited from transferring or distributing the Viewer Software in any format, in whole or in part, for sale, for commercial use, or for any unlawful purpose.
- 4.7 The Viewer Software is only warranted and supported to the extent it is used in conjunction with a licensed copy of the Server Software or of any other RealVNC Server product explicitly stated to qualify for use with the Viewer Software.

- 4.8 If your subscription is an Enterprise Subscription, then RealVNC on behalf of itself, its subsidiaries and any licensors, hereby grants to you a non-exclusive, worldwide, non-transferable license to install and use the Deployment Software for the internal purposes of your business or organisation on Hosts owned by your business or organisation.
- 4.9 You may make as many copies of the Deployment Software as your Subscription allows and use it to install the Server Software on your Hosts. You are expressly prohibited from transferring or distributing the Deployment Software in any format, in whole or in part, for sale, for commercial use, or for any unlawful purpose.
- 4.10 You are expressly prohibited from sub-licensing the licences granted to you pursuant to clauses 4.2, 4.6, and 4.8.
- 4.11 The licences granted pursuant to clauses 4.2, 4.6, and 4.8 shall be valid for the duration of any Subscription. The duration of each Subscription is set out on the Website.

## **5 Support Services**

- 5.1 RealVNC shall make the Software available to you immediately on confirmation of your purchasing a Professional or Enterprise Subscription.
- 5.2 During the term of this Agreement, provided all relevant Subscription Fees which are due and owing have been paid, RealVNC will provide the following Services to you in relation to the Software in accordance with the terms and conditions of this Agreement:
- 5.2.1 provided you promptly notify RealVNC of any material defect in the Software (being any corrupt download), RealVNC shall, subject to the following provisions, use its reasonable endeavours to correct the problem and provide a corrected version as soon as practicable after being so notified; or
- 5.2.2 updates or improvements to the Software published by RealVNC shall be made available on the Website.
- 5.3 The Services do not include the correction of any defects due to:-
- 5.3.1 any combination or inclusion of the Software with or in any computer program, equipment or devices not on the approved list on the Website;
- 5.3.2 you not giving RealVNC a sufficiently detailed description of the defect to enable RealVNC to identify the defect and to perform the Services; or
- 5.3.3 any improper or unauthorised use or operation of the Software.
- 5.4 If a defect cannot be resolved in a reasonable time your sole and exclusive remedy will be for RealVNC to either, at its sole discretion:
- 5.4.1 replace the Software; or
- 5.4.2 refund to you such an amount as is equal to the Subscription Fee prorated over the remainder of duration of the Subscription.

- 5.5 The Services shall continue in force for the chosen Subscription period from the start of the Subscription, and may be continued by the Subscription renewing at any time. The Services are automatically renewed for an additional term of twelve months if you fail to terminate your Subscription before the expiry of the relevant Subscription period. We shall notify you via email at least seven days before your Subscription is due to expire, which notice will include information regarding the Subscription Fees if your Subscription is renewed.
- 5.6 You can opt out of having your Subscription auto-renew on the Website. If you elect not to have your Subscription auto-renew then your Subscription will automatically terminate on the last day of your Subscription period.

## **6 Fees**

- 6.1 All Subscription Fees, expenses or other sums payable under this Agreement are inclusive of any applicable value added tax or other applicable taxes or duties for which you shall be additionally liable. Unless otherwise agreed with respect to each order, Subscription Fees (and any subsequent fees payable on renewal of a Subscription) shall be paid for online using credit or debit cards (where payment confirmation will be provided after payment has been taken prior to the Software being made available to you pursuant to clause 5.1).
- 6.2 Online payments will be carried out by RealVNC's payment provider and will be subject to their own terms and conditions.
- 6.3 If your Subscription renews in accordance with clause 5.5 we will automatically debit the card used to purchase your Subscription with the amount identified in the email notification delivered pursuant to clause 5.5.
- 6.4 If any sum payable to RealVNC is not paid within 14 days after the due date RealVNC may suspend performance of its obligations and/or charge interest on a daily basis at the rate of 4% above the Barclays Bank Base Rate from time to time in force, compounded quarterly, from the date for payment of that sum to the date of actual payment.

## **7 Limited Warranty**

- 7.1 RealVNC warrants to the original licensee that the Software will perform substantially in accordance with any documentation provided for it for 90 days from the date of purchase of a Subscription (the "**Warranty Period**") when used on Hosts meeting the minimum hardware and software requirements specified on the Website.
- 7.2 The limited performance warranty set out in clause 7.1 applies only if any problem is reported in writing to RealVNC during the Warranty Period. It is void if the failure of the Software is the result of accident, abuse, misapplication or inappropriate use of the Software or use with Hosts not meeting the minimum hardware and software requirements specified on the Website.
- 7.3 In the event that a problem is reported in writing to RealVNC during the Warranty Period, your sole and exclusive remedy will be for RealVNC to either, at its sole discretion:
- 7.3.1 replace the Software; or
- 7.3.2 refund to you such an amount as is equal to the Subscription Fee.

## **8 Limitation on Liability**

- 8.1 EXCEPT FOR THE EXPRESS WARRANTIES GIVEN IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, REALVNC DISCLAIMS ALL WARRANTIES CONDITIONS OR REPRESENTATIONS ON THE SOFTWARE AND/OR SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR PARTICULAR PURPOSE.
- 8.2 TO THE EXTENT PERMITTED BY LAW REALVNC SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL INDIRECT OR INCIDENTAL LOSS, COSTS OR DAMAGES WHATSOEVER INCLUDING LOST PROFITS OR SAVINGS ARISING FROM THE SERVICES, THE USE OF THE SOFTWARE, RELIANCE ON THE DATA PRODUCED OR INABILITY TO USE THE SOFTWARE, OR REALVNC'S NEGLIGENCE (INCLUDING LOSS OR DAMAGE TO YOUR (OR ANY OTHER PERSON'S) DATA OR COMPUTER PROGRAMS) EVEN IF REALVNC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REALVNC'S LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY.
- 8.3 NOTHING IN THIS AGREEMENT LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM A PARTY'S NEGLIGENCE OR FROM FRAUDULENT MISREPRESENTATION ON THE PART OF A PARTY.

## **9 Export Control**

The United States and other countries control the export of Software and information. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export or re-export of the Software, and agree to comply with such restrictions and not to export or re-export the Software where this is prohibited. By downloading the Software, you are agreeing that you are not a person or entity to which such export is prohibited. RealVNC is a Limited company in England and Wales.

## **10 Term and Termination**

- 10.1 This license shall continue in force for the duration of your Subscription (and any subsequent renewal Subscription) unless and until it is terminated by you in accordance with clause 10.2, or by RealVNC by e-mail notice to you, if it reasonably believes that you have breached a material term of this Agreement.
- 10.2 You may terminate your Subscription at any time by giving notice in writing to RealVNC. Termination of your Subscription by you or by RealVNC shall not entitle you to any refund for any unexpired portion of your Subscription period (as renewed or extended from time to time).
- 10.3 In the case above, you must delete and destroy all copies of the Software in your possession and control and overwrite any electronic memory or storage locations containing the Software.

## **11 General Terms**

- 11.1 The construction, validity and performance of this Agreement shall be governed in all respects by English law, and the Parties agree to submit to the non-exclusive jurisdiction of the English courts.

- 11.2 If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.
- 11.3 Despite anything else contained in this Agreement, neither party will be liable for any delay in performing its obligations under this Agreement if that delay is caused by circumstances beyond its reasonable control (including, without limitation, any delay caused by an act or omission of the other party) and the party affected will be entitled to a reasonable extension of time for the performance of its obligations.
- 11.4 No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.
- 11.5 You may not assign, subcontract, sublicense or otherwise transfer any of your rights or obligations under this Agreement. RealVNC may assign all or part of the benefits or all or part of its obligations under this Agreement to any affiliated company.
- 11.6 This Agreement constitutes the entire Agreement between you and RealVNC in relation to the provision of the Software or the Services.

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