

VNC CONNECT END USER LICENSE AGREEMENT

IN ORDER 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 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:

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

“License Key” means a code obtained from RealVNC which enables the Software to be used.

“Raspberry Pi Host” means the Raspberry Pi computer on which the Software is run.

“Raspberry Pi License Key” means the License Key that is automatically provided to users of a Raspberry Pi Host running Raspbian August 2016, enabling enhanced functionality as described on the Website.

“Raspbian” means the Raspberry Pi Foundation’s official supported operating system.

“Raspbian August 2016” means the August 2016 version Raspbian.

“Raspbian Repositories” means the software package repositories that are maintained by the Raspberry Pi Foundation and made available for Raspbian.

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

“Services” means the support services set out in clause 5.

“Software” means the Server Software and/or the Viewer Software.

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

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

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

2 Raspberry Pi License

- 2.1 In consideration of you agreeing to comply with the terms of this Agreement, RealVNC grants you a perpetual, non-exclusive, worldwide, royalty-free, non-transferable (except as otherwise stated herein), non-sublicensable license (the "License") to use the pre-installed Software and Raspberry Pi License Key on no more than 10 Desktops.
- 2.2 If the Software is used with a Subscription, the licence to use the Software will instead be granted on the terms of the End User License Agreement for VNC Connect, available on the Website.
- 2.3 You are only permitted to use the Software for educational and non-commercial purposes.
- 2.4 Notwithstanding 2.3, should you require the Software for commercial or corporate applications of any kind, you shall first purchase a commercial software license, which shall be governed by separate licensing terms and conditions.
- 2.5 Except as expressly stated in this Agreement, RealVNC provides the Software "as is" and makes no representations or warranties of any kind in relation to the Software.
- 2.6 The Raspberry Pi License Key (as defined above) is available only on Raspbian August 2016 or later.
- 2.7 You may make as many copies of the Server Software as you require and use the Server Software on your Raspberry Pi Host. 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.
- 2.8 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.
- 2.9 You must treat the source code of the Software as RealVNC's confidential information in accordance with the provisions of clause 4
- 2.10 During the term of this Agreement and as long as you comply with the terms of this Agreement, RealVNC, on behalf of itself, its subsidiaries and any licensors, hereby grants to you a non-exclusive, worldwide, non-transferable, non-sublicensable license to 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.
- 2.11 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.
- 2.12 You are expressly prohibited from sub-licensing the licences granted to you pursuant to clauses 2.1 and 2.10.

3 Intellectual Property Rights

The Software, its structure and algorithms, and the information provided with the Software or available on the Website or Raspbian Repositories 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 this Agreement is expressly prohibited unless you obtain prior written permission from RealVNC.

4 Confidentiality

Unless as may be required by law you shall keep confidential all information supplied by RealVNC which is marked or asserted as confidential at the time of its disclosure, and shall not without the prior written consent of RealVNC use, make copies, or disclose to any third party the confidential information for any purpose whatsoever except for the purposes permitted or set out under this Agreement and only to the extent necessary for those purposes.

5 Support Services

5.1 In consideration of you agreeing to comply with the terms of this Agreement, during the terms of this Agreement and as long as you comply with the terms of this Agreement, RealVNC will provide the following Services to you in relation to the Software in accordance with the terms and conditions of this Agreement:

5.1.1 provided that you promptly notify RealVNC of any material defect in the Software (including, but not limited to, any corrupt download), RealVNC shall, subject to clause 5.2, use its reasonable endeavours to rectify the reported problem and provide a corrected version as soon as reasonably practicable after being so notified; and

5.1.2 updates or improvements to the Software published by RealVNC shall be made available on the Website or Raspbian Repositories.

5.2 The Services do not include the correction of any defects due to:-

5.2.1 any combination or inclusion of the Software with or in any computer program, equipment or devices not on the approved list on the Website;

5.2.2 you not giving RealVNC a sufficiently detailed description of the defect to enable RealVNC to identify the defect and to perform the Services; or

5.2.3 any improper or unauthorised use or operation of the Software.

5.3 If a defect cannot be resolved in a reasonable time your sole and exclusive remedy will be for RealVNC to, at its sole option replace the Software.

5.4 The Services shall continue from the date of activation of the Software until terminated in accordance with clause 9.

6 Limited Warranty

- 6.1 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 activation of the Software (the "Warranty Period") when used on Raspberry Pi Hosts meeting the minimum hardware and software requirements specified on the Website.
- 6.2 If the Software does not perform according to the above warranty, then you must make a warranty claim in writing to RealVNC and your exclusive remedy will be for RealVNC to, at its sole option, replace the Software.
- 6.3 This limited warranty set out in clause 6.1 applies only if any problem is reported in writing to RealVNC during the above 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 Raspberry Pi Hosts not meeting the minimum hardware and software requirements specified on the Website.

7 Limitation on Liability

- 7.1 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.
- 7.2 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.
- 7.3 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.

8 Export Control

- 8.1 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.

9 Term and Termination

- 9.1 This License shall continue in force unless and until it is terminated by RealVNC by e-mail notice to you, if it reasonably believes that you have breached a material term of this Agreement.

- 9.2 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.

10 General Terms

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.
- 10.5 You may not assign, subcontract, sublicense or otherwise transfer any of your rights or obligations under this Agreement.
- 10.6 RealVNC may assign all or part of the benefits or all or part of its obligations under this Agreement to any affiliated company.
- 10.7 This Agreement constitutes the entire Agreement between you and RealVNC in relation to the provision of the Software or the Services.