

Please read these terms carefully. These terms create an agreement (“the Agreement”) between you (“Licensee”) and RealVNC Limited, a company incorporated and registered in England and Wales with company number 04446945 whose registered office is at Betjeman House, 104 Hills Road, Cambridge, CB2 1LQ (“RealVNC”).

## 1 DEFINITIONS

1.1 The definitions in this clause apply in this Agreement.

1.1.1 “Connection” means a connection made by the Software using the Connectivity Service.

1.1.2 “Online Services” means the services RealVNC shall provide to the Licensee as further set out in clause 2.1 of this Agreement.

1.1.3 “Software” means any application software from RealVNC, and associated web applications, application downloads and any related documents available on the RealVNC website at <https://www.realvnc.com>, the Apple App Store at <https://itunes.apple.com> or the Google Play Store at <https://play.google.com> (“App Stores”).

1.1.4 “Connectivity Service” means a combination of hardware, software and networking elements that comprise an information technology system.

## 2 ONLINE SERVICES

2.1 RealVNC shall provide the Licensee with access to and use of the Connectivity Service solely for the purpose of facilitating Connections.

2.2 The Online Services are subject to fair use restrictions to ensure that one licensee does not use all the available bandwidth and resources on the Connectivity Service resulting in degradation of service to other licensees.

2.3 Should RealVNC deem that the Licensee is in breach of such fair use restrictions and Licensee’s access to and use of the Connectivity Service interferes with other

licensees, RealVNC shall notify the Licensee and provide the Licensee with an opportunity to remedy the problem.

2.4 Should RealVNC deem that the Licensee is in material breach of such fair use restrictions and the Licensee's access to and use of the Connectivity Service significantly interferes with other licensees, RealVNC shall be entitled to suspend or throttle the Licensee's access to and use of the Connectivity Service.

2.5 It shall be for RealVNC to determine in its sole discretion whether use of the Connectivity Service constitutes a breach or material breach of the fair use restrictions.

2.6 RealVNC does not guarantee that Connections or the Online Services will be uninterrupted or error-free.

### 3 WARRANTY

3.1 The Online Services are provided "AS IS". Accordingly, RealVNC makes no express or implied warranty or representation concerning the Online Services or their accuracy or completeness and therefore excludes all conditions, warranties and representations (express or implied), statutory or otherwise in respect of the Online Services and any other deliverable under this Agreement.

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