

VNC® VIEWER PLUS INSTALLER END USER LICENCE AGREEMENT

THIS AGREEMENT CONSISTS OF TWO PARTS:

- A. VNC VIEWER PLUS END USER LICENCE AGREEMENT
- B. VNC VIEWER PLUS END USER SUPPORT AGREEMENT

PLEASE READ ALL PARTS CAREFULLY. IN ORDER TO INSTALL THE VNC VIEWER PLUS SOFTWARE ("THE SOFTWARE"), YOU MUST FIRST ACCEPT THE TERMS AND CONDITIONS OF THESE AGREEMENTS. BY USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THESE AGREEMENTS. IF YOU DO NOT AGREE THEN DO NOT INSTALL 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.

- A. VNC VIEWER PLUS END USER LICENCE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. IN ORDER TO USE THE VNC VIEWER PLUS SOFTWARE ("THE SOFTWARE"), 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. IF YOU DO NOT AGREE THEN DO NOT USE THE SOFTWARE. BY USING ANY UPDATED VERSION OF THE SOFTWARE WHICH MAY BE MADE AVAILABLE, YOU ACCEPT THAT THE TERMS OF THIS AGREEMENT APPLY TO SUCH UPDATED SOFTWARE.

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

The Software is to be used in conjunction with a VNC Viewer Plus license for each Host or a licensed copy of VNC Server Enterprise Edition or of any other RealVNC Server product explicitly stated to qualify for use with the Software ("the Server").

1. Intellectual Property Rights

The Software, its structure and algorithms, and the Information are protected by copyright and other intellectual property laws, and all intellectual property rights in them belong to RealVNC Limited ("RealVNC"), or are licensed to it. You may not reproduce, publish, transmit, modify, create derivative works from, or publicly display the Software or part thereof. Copying or storing or using the Software other than as permitted in Clause 2 is expressly prohibited unless you obtain prior written permission from RealVNC.

2. Permitted and Prohibited Uses

2.1 During the term of this Agreement and as long as you comply with the terms of this agreement, you may use the Software for your personal use or for the internal use of your business only with the Server. You are expressly prohibited from distributing the Software in any format, in whole or in part, for sale, or for commercial use or for any unlawful purpose.

2.2 You may not rent, lease or otherwise transfer the Software or allow it to be copied. Unless permitted by law, you may not reverse engineer, decompile or disassemble the Software.

3. Limited Warranty

- 3.1 RealVNC warrants to the original licensee that the Software will perform substantially in accordance with any documentation provided for it for 90 days following first use when used on Hosts meeting the minimum hardware and software requirements specified on the RealVNC website
- 3.2 This limited Warranty applies only if any problem is reported 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 Hosts not meeting the minimum hardware and software requirements specified on the RealVNC website.
- 3.3 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 replace the Software.

4. Limitation on Liability

EXCEPT FOR THE EXPRESS WARRANTIES GIVEN IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, REALVNC DISCLAIMS ALL WARRANTIES ON THE SOFTWARE, 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.

TO THE EXTENT PERMITTED BY LAW REALVNC SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL INDIRECT OR INCIDENTAL LOSS OR DAMAGES WHATSOEVER INCLUDING LOST PROFITS OR SAVINGS ARISING OUT OF THE USE OF THE SOFTWARE, RELIANCE ON THE DATA PRODUCED OR INABILITY TO USE THE SOFTWARE (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.

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.

5. 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 United Kingdom Limited company.

6. Term and Termination

This licence 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.

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.

7. General Terms

- 7.1 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.

- 7.2 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.
- 7.3 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.
- 7.4 No waiver of any term of this agreement shall be deemed a further or continuing waiver of such term or any other term.
- 7.5 You may not assign, subcontract, sublicense or otherwise transfer any of your rights or obligations under this Agreement.
- 7.6 This agreement constitutes the entire agreement between you and RealVNC.

B. VNC VIEWER PLUS END USER SUPPORT AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. IN ORDER TO RETAIN THE SUPPORT SERVICES OF REALVNC FOR USE OF VNC VIEWER PLUS ("the SOFTWARE"), YOU MUST FIRST ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY USING ANY UPDATED VERSION OF THE SOFTWARE WHICH MAY BE MADE AVAILABLE, YOU ACCEPT THAT THE TERMS OF THIS AGREEMENT APPLY TO SUPPORT OF SUCH UPDATED SOFTWARE.

1. Trial Software

This agreement is not applicable where a Trial licence to the Software is in use.

2. Maintenance and Services

During the term of this Agreement, provided all relevant Support Fees (set out in the Website) which are due and owing have been paid, RealVNC will provide the following services ("the Services") to you in relation to the Software in accordance with the terms and conditions of this Agreement:-

- 2.1 Provided you promptly notify RealVNC of any material defect in the Software (being any corrupt download, CD or licence key), 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.
- 2.2 Updates or improvements to the Software published by RealVNC shall be made available on the RealVNC website.
- 2.3 The Services do not include the correction of any defects due to:-
 - 2.3.1 any combination or inclusion of the Software with or in any computer program, equipment or devices not on the approved list on the RealVNC website;

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

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

2.4 If a defect cannot be resolved in a reasonable time your exclusive remedy will be for RealVNC to either, at its sole option, replace the Software or refund the licence fee paid for the Software.

3. Fees

3.1 You must pay all relevant Support Fees which are set out in the Website when due in order to have the benefit of these support services.

3.2 All fees, expenses or other sums payable under this Agreement are exclusive of any applicable value added tax or other applicable taxes or duties for which you shall be additionally liable.

3.3 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.

4. Limitation on Liability

TO THE EXTENT PERMITTED BY LAW, REALVNC DISCLAIMS ALL WARRANTIES ON THE SOFTWARE OR THE 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.

TO THE EXTENT PERMITTED BY LAW REALVNC SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL INDIRECT OR INCIDENTAL LOSS OR DAMAGES WHATSOEVER INCLUDING LOST PROFITS OR SAVINGS ARISING OUT OF THE SUPPORT SERVICES OR USE OF THE SOFTWARE, RELIANCE ON THE DATA PRODUCED OR INABILITY TO USE THE SOFTWARE (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.

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.

5. Term and Termination

This support service shall continue in force for a period of twelve months, and may be continued by payment of the relevant Support Fees set out in the website. This agreement is automatically terminated if you fail to pay the Support fees when due.

6. General Terms

6.1 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.

6.2 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.

- 6.3 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.
- 6.4 No waiver of any term of this agreement shall be deemed a further or continuing waiver of such term or any other term.
- 6.5 You may not assign, subcontract, sublicense or otherwise transfer any of your rights or obligations under this Agreement.
- 6.6 This agreement constitutes the entire agreement between you and RealVNC in relation to support services.

VNC is a registered trademark of RealVNC Ltd. in the U.S. and in other countries.