REALVNC END USER LICENSE AGREEMENT

PLEASE READ CAREFULLY BEFORE DOWNLOADING, INSTALLING OR EXECUTING THE SOFTWARE DOWNLOADED FROM WWW.REALVNC.COM OR WWW.REALVNC.HELP

THIS END USER LICENSE AGREEMENT ("**AGREEMENT**") IS A LEGAL AGREEMENT BETWEEN YOU AND REALVNC LIMITED, A COMPANY INCORPORATED IN ENGLAND AND WALES WITH COMPANY NUMBER 04446945 AT 50-60 STATION ROAD, CAMBRIDGE, ENGLAND, CB1 2JH ("**REALVNC**") IN RELATION TO THE ACCESS AND USE OF REALVNC'S SOFTWARE.

IMPORTANT NOTICE TO ALL USERS:

- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, YOU MUST NOT CLICK TO ACCEPT THESE TERMS OR CONTINUE TO DOWNLOAD OR ACCESS OR USE THIS SOFTWARE OR DOCUMENTS.

- 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 TERMS OF THIS AGREEMENT APPLY TO SUCH UPDATED SOFTWARE.

1   Definitions

In this Agreement:

"**Acceptable Use Policy**" means RealVNC's policy available at https://www.realvnc.com/realvnc-acceptable-use-policy as may be updated from time to time.

"**Authorized User**" means your employees and independent contractors who are authorized by you to use the Software under this Agreement.

"**Confidential Information**" means all confidential or proprietary information (however recorded or preserved) disclosed by one party or its employees, officers, subcontractors, representatives or advisers (together "**Representatives**") to the other party and the other party's Representatives, including the terms of this Agreement, the business, affairs, customers, clients, RealVNC's, plans, intentions, market opportunities, operations, processes, products, services, data, know-how, or trade secrets of the disclosing party, including anything specified as being Confidential Information.

"**Customer Data**" means any commercial or proprietary data which is uploaded or otherwise submitted to the Software directly by you, your Authorized Users including any data submitted into the Software indirectly via any third party application used by you, excluding any Derived Data and account management data. For the avoidance of doubt, RealVNC does not process Customer Data outside of the necessary processing specified in the Data Processing Addendum as may be updated from time to time at https://help.realvnc.com/hc/en-us/articles/5438412949405-Data-Processing-Agreement-DPA.

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

"**Derived Data**" means any data which is derived from your use of the Services, which shall include: (i) any meta-data on your use of the Software such as the number of connections and volume of data; (ii) any data which is processed and stored as mathematical constructs; and (iii) statistical or aggregated data, but shall exclude any Personal Data and, for the avoidance of doubt, does not include the Customer Data itself.

"**Device**" means the computer on which the Software is to be installed or run.

"**Device Access**" means a Subscription that entitles the use of the RealVNC Server Software or as otherwise described on the Website.

"**Insolvency Event**" means, with respect to a party, (a) entering into a composition or arrangement with its creditors other than for the sole purpose of a solvent reconstruction; (b) an inability to pay its debts as they become due; (c) a person becoming entitled to appoint or appointing a receiver or an administrative receiver over that party's assets; (d) a creditor or encumbrancer attaches or takes possession of the whole or any part of that party's assets which is not discharged within 14 days; or (e) any event occurs, or proceeding is taken, in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in (a) to (d) above.

"**On-Demand Assist**" means the support functionality included within certain Subscription types that enable the use of the On-Demand Assist Software (previously known as 'Instant Support').

"**On-Demand Assist Software**" means the programs made available from the Website from time to time including documentation, updates, modified and branded versions and copies of such software for the On-Demand Assist services as set out on the Website (previously known as 'Instant Support').

"**RealVNC Connect Free Subscription**" means RealVNC's free to access subscription known as 'Free', 'Home' or 'Lite' that includes basic functionality and is for non-commercial use only including use of the relevant Deployment Software as described on the Website.

"**RealVNC Software**" means the Real VNC Server Software and/or the VNC Viewer Software and/or the Deployment Software and/or the On-Demand Assist Software as described on the Website including the portal used to access such software and related back-end services that comprise the cloud connection brokering services and subscription management functionality.

"**RealVNC Server Software**" means VNC Server Version 4.0 or later of the programs available from the Website, including associated documentation, updates, modified versions and copies of the Server Software.

"**RealVNC Viewer Software**" means VNC Viewer Version 4.0 or later of the programs available from the Website including documentation, updates, modified versions and copies of the Viewer Software.

"**Reseller**" means a third-party entity that agrees to purchase a Subscription to the Software from RealVNC on your behalf.

"**RPort Software**" means the RPort server software, RPort client software and RPort Web UI, as set out more fully on the Website.

"**Services**" means the support services as set out on the Website.

"**Software**" means **RealVNC Software** and/or **RPort Software**

"**Subscription**" means a subscription purchased for or by you and/or obtained from RealVNC that grants certain usage rights to the Software.

"**Subscription Fee**" means the fees payable for a Subscription

"**Third Party Software**" means third party software incorporated in the Services, as listed on the Website.

"**Virus**" means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network, data, or the user experience, including worms, Trojan horses, viruses and other similar things or devices.

"**Website**" means https://www.realvnc.com, https://www.realvnc.help and associated web applications.

2 Limited Trial Period

The RealVNC Software can be evaluated for a limited trial non-exclusive license period as set out on the Website in accordance with the terms of this Agreement. 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.

The RPort Software can be evaluated for a limited trial non-exclusive license period as set out on the Website in accordance with the terms of this Agreement. 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 RealVNC Viewer Software

3.1 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 RealVNC 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.

3.2 The RealVNC Viewer Software is only warranted and supported to the extent it is used in conjunction with a licensed copy of the RealVNC Server Software, of the On-Demand Assist Software, or of any other RealVNC Server product explicitly stated to qualify for use with the Viewer Software.

4 Device Access

4.1 Where your Subscription includes Device Access, the terms of this clause 4 shall apply.

4.2 Subject to you paying the Fees and complying with the terms and conditions of this Agreement, RealVNC hereby grants to you a non-exclusive, non-transferable, right for your Authorized Users to the number for which your Subscription is valid, to download, install and use the RealVNC Software, using the types of permitted connections as set out on the Website, on no more than the number of Devices for which your Subscription is valid and in

accordance with RealVNC's Acceptable Use Policy available at https://www.realvnc.com/realvnc-acceptable-use-policy.

4.3 You hereby acknowledge and agree that use of the RealVNC Server Software may only be used on your Devices in object code form for the purpose of this Agreement and for no other use.

4.4 In the case of a RealVNC Connect Free Subscription, the RealVNC Server Software may only be used for your private, noncommercial purposes. In the case of a Subscription type which is not a RealVNC Connect Free Subscription, the RealVNC Server Software may additionally be used for the internal purposes of your business or organisation by Authorized Users on your Devices, unless otherwise prohibited on our Website.

4.5 RealVNC 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 organization by Authorized Users on your Devices, to the extent permitted by and necessary to use your Subscription and for the duration of your Subscription.

4.6 You may make as many copies of the Deployment Software as your Subscription allows and use it to install the RealVNC Server Software on your Devices.

5 On-Demand Assist

5.1 Where your Subscription includes On-Demand Assist, the terms of this clause 5 shall apply.

5.2 Subject to you paying the Subscription Fees and complying with the terms of this Agreement, RealVNC hereby grants to you a non-exclusive, worldwide, nontransferable license to use and make the On-Demand Assist Software available to the number of Authorized Users permitted under your Subscription.

6 RPort Software

6.1 Subject to you paying the corresponding Fees and complying with the terms and conditions of this Agreement, RealVNC hereby grants to you a non-exclusive, non-transferable, right for your Authorized Users (to the number for which your Subscription is valid), to download, install and use the RPort Software.

7 Access to the Software

7.1 You shall not:

a) access, store, distribute or transmit any Viruses or any material during its use of the Software that is unlawful, harmful, infringing, offensive, discriminatory, or which facilitates illegal activity or depicts sexually explicit images or causes damage or injury to any person or property. RealVNC reserves the right, without liability or prejudice to its other rights to you, to disable yours and the Authorized Users' access to any material that breaches the provisions of this clause;

b) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, and except to the extent expressly permitted under this Agreement, you shall not, and shall not attempt to, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means, or attempt to

reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software (including its object code and source code);

c) access all or any part of the Software in order to build a product or service which competes with the Software; or

d) make the Software or any of the Services available to any third party except to Authorized Users.

7.2 You agree to use all reasonable endeavors to prevent any unauthorized access to, or use of, the Software and, in the event of any such unauthorized access or use, promptly notify RealVNC.

7.3 You acknowledge and agree that each Authorized User must keep a secure password for their use of the Software which must be kept confidential and secure against unauthorized access or use (including any other Authorized User).

7.4 You shall be responsible for setting the access rights for each of your Authorized Users and shall ensure that all Authorized Users' use of the Software is strictly in accordance with the terms of this Agreement, including the terms in the Acceptable Use Policy available at https://www.realvnc.com/realvnc-acceptable-use-policy. You shall be responsible for any Authorized User's breach of this Agreement and for monitoring the number of users making use of the Software to ensure you do not exceed the number of Authorized Users.

7.5 You acknowledge and agree that the Software may provide access to Third Party Software. RealVNC makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the use of any such Third Party Software.

7.6 You are responsible for providing any dependencies (i.e. any network or connectivity requirements, or back up requirements that you need to have in place in order to use the Software) stated on the Website and shall ensure that its network and systems comply with the relevant specifications provided by RealVNC from time to time necessary for the operation of the Software. You shall be solely responsible for procuring and maintaining all network connections and telecommunications links from its systems to RealVNC's data centers.

7.7 You shall comply with all applicable laws and regulations in the exercise of your rights and the performance of your obligations pursuant to this Agreement.

7.8 You acknowledge and agree that RealVNC is not responsible nor liable for any warranties, representations, undertakings or other commitment whatsoever provided to you by any third party (such as any reseller or distributor of the Software and/or Services) relating to RealVNC, the Software and/or Services, including without limitation, any and all warranties, representations, undertakings or other commitments relating to the ability, performance, reliability or legality of the Software and/or Services or any output, information or results obtain by you through use of the Software.

8   Suspension of Service

8.1 RealVNC may suspend the access to or use of the Software by any or all of the Authorized Users if RealVNC determines that use of the Services:

a) is in breach of this Agreement;

b) poses a security risk;

c) is adversely impacting or may adversely impact (as appropriate) the Services or any service provided by RealVNC to a third party;

d) where it is in the legitimate interests of RealVNC to do so, including where there is a reasonable risk that you may default in the payment of the Subscription Fees,

and RealVNC shall use its reasonable endeavors to notify the affected Authorized Users before the suspension takes effect and as soon as reasonably practicable thereafter, and may use any reasonable means to do so.

8.2 Where RealVNC suspends access to or use of the Software under clause 8.1, the Customer remains responsible for all Fees.

8.3 RealVNC reserves the right to suspend access to or use of the Software by any or all of the Authorized Users to the extent that RealVNC has not received payment of all or part of the Fees from you or from any third party reseller or distributor though which you purchased the Software (regardless of whether or not late payment is a result of a fault of the third party reseller or distributor or the Customer.

9 Support Services

9.1 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:

a) 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 endeavors to correct the problem and provide a corrected version as soon as practicable after being so notified; or

b) make available any updates or improvements to the Software as published by RealVNC (which shall be made available on the Website). RealVNC may at its absolute discretion determine whether any updates or improvements are made available within existing Subscription packages or require an enhanced Subscription to access.

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

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

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

c) any improper or unauthorized use or operation of the Software, including any use not in accordance with the Acceptable Use Policy available at https://www.realvnc.com/realvnc-acceptable-use-policy.

9.3 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:

a) replace the Software; or

b) refund to you such an amount as is equal to the Subscription Fee prorated over the remainder of duration of the Subscription.

9.4 The Services shall continue in force for the chosen Subscription period from the start of the Subscription, and may be continued by renewing the Subscription at any time.

9.5 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.

9.6 RealVNC shall notify you via email at least seven days before the Subscription Fees for any renewed Subscription become due.

9.7 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.

10 Fees

10.1 You shall pay the Subscription Fees in accordance with this clause 10 and any payment terms specified by RealVNC from time to time without set-off in respect of any liability of RealVNC.

10.2 Unless otherwise agreed with RealVNC, Subscription Fees (and any expenses or other sums) payable under this Agreement are due at the start of the Subscription and shall be paid online using a credit or debit card. Payment confirmation will be provided after payment has been taken).

10.3 In the event you have purchased a Subscription to the Software through a Reseller and the Reseller does not pay the Subscription Fees to RealVNC in accordance with this clause 10, you will be liable to pay the Subscription Fees to RealVNC in full, notwithstanding any payment you may have made to the Reseller.

10.4 All Subscription 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.

10.5 If any sum payable to RealVNC is not paid within 14 days after the due date, including any sums payable by a Reseller for your Subscription, RealVNC may suspend performance of its obligations and/or charge interest on a daily basis at the rate of 4% above the Bank of England's base rate from time to time in force, compounded quarterly, from the date for payment of that sum to the date of actual payment.

10.6 RealVNC shall be entitled to increase the Subscription Fees at any time upon thirty (30) days' prior written notice to you before the start of a new or renewed Subscription.

11 Limited Warranty

11.1 RealVNC warrants to you that the Software within your Subscription 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**").

11.2 You shall not benefit from the warranty set out in clause 11.1 above if (a) you report a problem outside of the Warranty Period; and/or (b) if the failure of the Software is the result of accident, abuse, misapplication or inappropriate use of the Software or use with Devices not meeting the minimum hardware and software requirements specified on the Website.

11.3 Notwithstanding clause 11.1, you acknowledge that the Software may evolve over time and that functionality may be added or removed from time to time.

11.4 RealVNC does not warrant that your use of the Software will be uninterrupted or error-free, or that the Software and/or the information or results obtained by you through its use of the Software will meet your requirements. Subject to its obligations under Data Protection Legislation, RealVNC is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of Customer Data over communications networks and facilities, including the internet, and you acknowledge that the Software may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

11.5 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:

a) replace the Software; or

b) refund to you such an amount as is equal to the Subscription Fee.

12 Intellectual Property Rights

12.1 All Intellectual Property Rights in and to the Software, the Services, and the Derived Data, shall belong to and remain vested in (or automatically upon creation shall vest in), RealVNC. Except for the license(s) granted to you in this Agreement, nothing in this Agreement grants you any rights to or in any Intellectual Property Rights in the Software or the Services.

12.2 Without prejudice to clause 12.1, to the extent that you or any Authorized User's use of the Software results in any modifications, adaptations, developments, or any derivative works of or to the Software or the Services ("**Improvements**"), then notwithstanding any rights or remedies of RealVNC under this Agreement, any and all Intellectual Property Rights in and to such Improvements shall immediately vest in and be owned by RealVNC.

12.3 RealVNC makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in the Software.

12.4 RealVNC shall defend you against any third party claim that the use of the Software in accordance with this Agreement infringes any third party Intellectual Property Right and shall indemnify you for and against any amounts awarded against you in judgment or settlement of such claims, provided that (i) RealVNC is given prompt notice of such claim; (ii) you provide reasonable co-operation to RealVNC in the defense and settlement of such claim, at RealVNC's expense; (iii) RealVNC is given sole authority to defend or settle the claim; and (iv) you make no admission of liability or fault itself or on behalf of RealVNC.

12.5 In the defense or settlement of any claim pursuant to clause 12.4 above, RealVNC may at its sole option and expense either: (i) procure for you the right to continue using the Software in the manner contemplated by this Agreement; (ii) replace or modify the Software so that it becomes non-infringing; or (iii) terminate this Agreement immediately by providing written notice to you, without liability to you.

12.6 RealVNC shall not in any circumstances have any liability (including in respect of the indemnity provided under clause 12.4) if the alleged infringement is based on: (i) modification of the Software by anyone other than RealVNC; or (ii) your or any Authorized User's use of the Software otherwise than in accordance with this Agreement or in a manner contrary to the instructions given to you by RealVNC; or (iii) your or any Authorized User's use of the Software after notice of the alleged or actual infringement from RealVNC or any appropriate authority; or (iv) use or combination of the Software with any other software or hardware, in circumstances where, but for such combination, no infringement would have occurred.

12.7 You shall defend RealVNC against all or any costs, claims, damages or expenses incurred by RealVNC in respect of any third party claim relating to the Customer's or any Authorized User's use of the Software otherwise than in accordance with this Agreement, provided that (i) you are given prompt notice of such claim; (ii) RealVNC provides reasonable co-operation to you in the defense and settlement of such claim, at your expense; and (iii) you are given sole authority to defend or settle the claim; and (iv) RealVNC makes no admission of liability or fault itself or on behalf of you.

13 Limitation on Liability

13.1 This clause 13 sets out the entire financial liability of RealVNC to you arising under this Agreement, including in respect of any use made by you or the Authorized Users of the Software and the Services.

13.2 Except as expressly and specifically provided in this agreement, you assume sole responsibility for any information or results obtained by Authorized Users from use of the software and services, and for conclusions drawn from such use. RealVNC shall have no liability for any damage caused by errors or omissions in any information or data, or any actions taken by RealVNC at your direction. no other party is entitled to rely on the output, information or results produced by you through your and the Authorized Users use of the software for any purpose.

13.3 Except as expressly and specifically provided in this Agreement, all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement. You acknowledge that the software, the services and any information provided by or on behalf of RealVNC are provided to you on an 'as is' basis.

13.4 Nothing in this Agreement excludes either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or for any liabilities that cannot be excluded under applicable law.

13.5 Subject to clause 13.4, RealVNC shall not be liable for any consequential, indirect, special, incidental, punitive or exemplary damages, whether foreseeable or unforeseeable, including loss of profit, loss of business, loss of goodwill, loss of or corruption of data, loss caused or contributed to by any of your agents or Representatives, loss caused as a result of the Software being unavailable as a result of planned downtime for the Software, as notified to you from time to time, loss arising from any failure of your infrastructure and/or utilities, loss caused as a result of the Software being unavailable due to a Force Majeure Event, or loss caused by the failure or delay of any third party application or service or network.

13.6 Subject to the other provisions of this clause 13, RealVNC's entire, aggregate liability to you whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising out of or relating to this Agreement shall be limited to the total Subscription Fees paid by you during the twelve (12) months immediately preceding the date on which the claim arose.

14 Confidentiality

14.1 Each party agrees to keep confidential and not use for any purpose other than the performance of its obligations under this Agreement, all Confidential Information of the other party.

14.2 Each party will only disclose or reveal any of the other party's Confidential Information

disclosed to it to:

a) those of its personnel who are required in the course of their duties to receive it for the purpose for which it is supplied (provided that each party shall ensure that any such personnel to whom it discloses the other party's Confidential Information comply with this clause 14.2); and

b) any court, governmental or administrative authority competent to require the same, or as required by any applicable law, regulation, or governmental or regulatory body which is lawfully entitled to require the disclosure (and in each such case, the party shall, if legally permissible, notify the other party of the requirement as soon as reasonably practicable and use commercially reasonable endeavors to discuss with the other party and agree any possible limitations or restrictions on disclosure in advance to the extent permitted by law).

14.3 The provisions of clauses 14.1 and 14.2 shall not apply to information that:

a) is or becomes generally available in the public domain otherwise than arising in connection with a breach of this clause by the recipient;

b) is lawfully in the recipient's possession free of any restrictions as to its use or disclosure at the time of disclosure by the disclosing Party;

c) is lawfully acquired from an independent third party who did not itself obtain it under an obligation of confidentiality; or

d) is independently developed without access or reference to any information disclosed by the disclosing party.

14.4 You acknowledge that the Software, including the way in which data, information, works and materials are visualized when using, or are otherwise presented by, the Software and the results of any performance tests of the Software, constitute RealVNC's Confidential Information.

14.5 RealVNC acknowledges that the Customer Data is the Confidential Information of the Customer.

14.6 The provisions of this clause 14 shall survive termination or expiry of this Agreement, however arising.

15   Customer Data and Derived Data

15.1 You shall own all right, title and interest in and to all the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Customer Data.

15.2 You warrant and represent that you have the authority, including all necessary rights, licenses, and permissions, to upload and use, and to permit RealVNC to process, the Customer Data in accordance with this Agreement.

15.3 You hereby grant to RealVNC a worldwide, non-exclusive, irrevocable, royalty free license during the Term to process the Customer Data for the purpose of providing the Software and the Services. For the avoidance of doubt, RealVNC does not process Customer Data outside of the necessary processing specified in the Data Processing Addendum as may be updated from time to time at   https://help.realvnc.com/hc/en-us/articles/5438412949405-Data-Processing-Agreement-DPA.

15.4 You authorize RealVNC to use the Customer Data to improve the performance and functionality of the Software to develop improvements, updates, upgrades, modifications, or derivative works thereof which shall constitute Improvements (as defined in clause 12.2).

15.5 RealVNC may track and analyze your and the Authorized Users' use of the Software for the purposes of security and to help RealVNC improve the Services, including the Software.

15.6 Each Party shall comply with its obligations under the Data Processing Addendum as may be updated from time to time at https://help.realvnc.com/hc/en-us/articles/5438412949405-Data-Processing-Agreement-DPA. The Data Processing Addendum is in addition to, and does not relieve, remove, or replace, the Parties' respective obligations or rights under the Data Protection Legislation.

15.7 The Customer shall indemnify and hold harmless RealVNC from and against all losses, damages, liabilities and claims, arising from or in relation to any third party claim that the processing and use of the Customer Data in accordance with this Agreement infringes or misappropriates any third party Intellectual Property Rights or breaches Data Protection Legislation.

16   Audit

16.1 RealVNC is entitled on reasonable notice from time to time to require you to permit or procure the permission for a duly authorized employee, agent or representative of RealVNC to audit the use of the Software, and to assess compliance with this Agreement, including for this purpose to access your premises and systems, and to take copies of records.

16.2 If any such audits reveal that you have underpaid RealVNC for your use of the Software, including exceeding the number of Authorized Users then, without prejudice to RealVNC's other rights, you shall pay to RealVNC, in accordance with clause 10.5, an amount equal to such underpayment as calculated in accordance with the Subscription Fees and RealVNC's reasonable costs of conducting such audit.

17   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.

18   Term and Termination

18.1 This Agreement shall continue in force for the duration of your Subscription (and any subsequent renewal Subscription) unless terminated in accordance with this clause.

18.2 You may terminate your Subscription at any time by giving thirty (30) days' notice in writing to RealVNC. Termination of your Subscription and this Agreement 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).

18.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

   a) the other party commits a material breach of any terms of this Agreement, which breach

is irremediable or (if such breach is remediable) fails to remedy that breach within ten (10) business days after being notified in writing to do so; or

b) the other party suspends, ceases, or threatens to suspend or cease carrying on its business or a substantial part thereof, or suffers an Insolvency Event.

18.4 On termination of this Agreement for any reason:

a) all licenses granted under this Agreement shall immediately terminate;

b) all Subscription Fees which are outstanding on the date of termination shall become immediately due and payable;

c) subject to the terms and conditions of this Agreement, each party shall return or destroy and make no further use of any Confidential Information, equipment, property and other items (and all copies of them) belonging to the other party, including in your case, the Software from all Customer Devices and any media on which the Software is stored within 5 days of termination of this Agreement and shall certify to RealVNC in writing that it has complied with this clause; and

d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

19 General Terms

19.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. For the avoidance of doubt, no additional terms and conditions that a party includes in or with a purchase order, purchase order acceptance, payment, course of dealing between the parties or otherwise, shall vary the terms and conditions set forth in this Agreement except as provided by clause 19.6.

19.2 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 exclusive jurisdiction of the English courts.

19.3 Neither party is responsible for failing to fulfil its obligations (other than its payment obligations) under this Agreement due to causes beyond its reasonable control that directly or indirectly delay or prevent timely performance ("**Force Majeure Event**"). Any dates or times by which each party is required to render performance under this Agreement shall be postponed automatically to the extent that the party is delayed or prevented from meeting them by a Force Majeure Event. If the Force Majeure Event prevents, hinders, or delays the affected party's performance of its obligations for a continuous period of more than 30 days, the affected party may terminate this Agreement by giving 30 days' written notice to the other party.

19.4 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.

19.5 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.

19.6 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized Representatives) or offered by RealVNC by means of a quote and accepted by you.

19.7 A person who is not a party to this Agreement shall not have any right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

19.8 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19.9 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.