

## NETDUMA LIMITED

### NETDUMA ROUTER AND SOFTWARE END USER LICENCE AGREEMENT

#### IMPORTANT NOTICE:

IT IS IMPORTANT THAT YOU READ THIS AGREEMENT CAREFULLY BEFORE AGREEING TO THESE TERMS AND CONDITIONS BY CLICKING THE “AGREE” BUTTON AND USING THE NETDUMA ROUTER AND THE SOFTWARE INSTALLED ON IT.

YOU MUST AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT SET OUT BELOW IF YOU WANT TO USE OUR SOFTWARE ON THE NETDUMA ROUTER. BY CLICKING THE “AGREE” BUTTON YOU CONFIRM THAT YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT.

ACCEPTANCE OF THIS AGREEMENT MUST BE BY AN ADULT. IF YOU ARE UNDER 18 YOU WILL NEED YOUR PARENT OR GUARDIAN TO CLICK THE “AGREE” BUTTON TO ACCEPT THE AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT YOU WILL NOT BE ABLE TO USE NETDUMA’S SOFTWARE WHICH IS INSTALLED ON THIS NETDUMA ROUTER. IF YOU DO NOT WISH TO AGREE TO THESE TERMS AND CONDITIONS IN THIS AGREEMENT YOU SHOULD CLICK THE “CANCEL” BUTTON. CLAUSES 2.2 AND 2.3 BELOW SETS OUT WHAT YOU SHOULD DO IN THESE CIRCUMSTANCES.

THE TERMS AND CONDITIONS OF THIS AGREEMENT DEAL SPECIFICALLY WITH THE LICENSING OF THE SOFTWARE WHICH IS INSTALLED ON THE NETDUMA ROUTER. THEY APPLY IN ADDITION TO THE TERMS OF SALE WHICH APPLIED WHEN YOU PURCHASED THE NETDUMA ROUTER.

THIS AGREEMENT CONTAINS IMPORTANT TERMS ABOUT THE USE YOU CAN MAKE OF THE SOFTWARE AND THE ROUTER AND OUR RESPONSIBILITY TO YOU FOR ITS USE. YOUR ATTENTION IS DRAWN IN PARTICULAR TO CLAUSES 4, 6, 8 AND 9 WHICH SET OUT SOME LIMITATIONS ON THE RIGHTS YOU MAY HAVE AGAINST US IN CERTAIN CIRCUMSTANCES.

#### END USER LICENCE AGREEMENT

The terms and conditions set out in this end user licence agreement (the **Agreement**) forms a legal agreement between you (**the User** or **you**) and Netduma Limited, a company registered in England and Wales with company number 07497799 of 20-22 Wenlock Road, London, England, N1 7GU (**Netduma, we** or **us**) for your use of the **Netduma Router**, the **Software**, the **Documentation** and certain

**Third Party Software**, further details of which are set out in clause 1 below.

- By clicking the “**Agree**” button you are agreeing to the terms and conditions set out in this Agreement.
- **Please note that your purchase of the Netduma Router does not give you any ownership of rights in the Software.** Our parent company, **Netduma Software Limited**, a company registered in England and Wales with company number 09421043 of 20-22 Wenlock Road, London, England, N1 7GU remains the owner of the Software and Documentation at all times and Netduma Limited license you to use the Netduma Router with the Software and Documentation only as set out in this Agreement.

**You should print a copy of this Licence for future reference.**

- **Definitions which apply in this Agreement**

- Except as expressly otherwise stated, in this document the following definitions apply.

- **Agreement**
  - this end user licence agreement, including any changes or additions made to it from time to time as described in clause 19 (**Variations**) below.
- **Consumer**
  - an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession but where local law defines this term in another way that definition will apply.
- **Documentation**
  - the quickstart guide (<http://www.netduma.com/netduma-quickstart.pdf>) and online documentation on our website, [www.netduma.com](http://www.netduma.com), and user manual at [wiki.netduma.com](http://wiki.netduma.com) relating to the use of the Netduma Router, including the Software.
- **Effective Date**
  - the date on which you agree to the terms and conditions of this Agreement by clicking the “Agree” button.

- **Feedback**
  - any comments, opinions, information, suggestions, ideas or other feedback about the Netduma Router, Software Documentation or their use.
  
- **intellectual property rights**
  - all intellectual property rights anywhere in the world, whether registered or unregistered, including any applications or right of application for them, (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, software, code, passing off rights, unfair competition rights, patents, rights in designs and any similar rights in any part of the world).
  
- **Netduma Router**
  - the Netduma R1 router, including the firmware, and any related components such as power adaptors, on which the Software and Third Party Software is supplied to the User, and which is the medium for delivery of the Software.
  
- **Returns Policy**
  - the Netduma returns and refund policy set out on the Website at [www.netduma.com/terms](http://www.netduma.com/terms).
  
- **Software**
  - the software developed and owned by Netduma Software Limited and licensed to us.
  
- **Third Party Software**
  - any software owned or developed by third party licensors, including open source software, which the Netduma Router and Software makes use of, details of which are set out at [www.netduma.com/opensource](http://www.netduma.com/opensource).
  
- **Updates**
  - any updates, upgrades or additional code made available by Netduma in connection with the Software from time to time.

- **User Location**
  - the location where you usually use the Netduma Router where one or more devices (such as personal computers, laptops, tablets and smart phones etc.) are connected to, controlled by or are able to be controlled by the Netduma Router for your own non-commercial use.
- **Website**
  - the website operated by Netduma at [www.netduma.com](http://www.netduma.com).
- In this Agreement, any references to clauses are to other clauses in this Agreement.
- The clause headings in this Agreement are for reference only
- Any requirement for something to be “in writing” or “written” in this Agreement includes emails.
- In this Agreement, general words shall not be given a narrow interpretation because they are preceded or followed by words suggesting a particular type of matters or things.
- An individual is treated as a **consumer** for the purposes of English law if he or she is an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession. **If you are based in the UK Advice about your legal rights as a consumer is available from your local Citizens' Advice Bureau or Trading Standards office.**
- References in this Agreement to **personal information** refer to personal data as defined in the General Data Protection Regulation EU 2016/679 and any replacement legislation from time to time.
- **Important information about this contract**
- By clicking the “Agree” button as part of the set up process for the Netduma Router, you acknowledge that you have read and understood this Agreement and agree that this Agreement will be binding on you and any person you authorise to use the Netduma Router and the Software. You acknowledge that by confirming that you agree to this Agreement you are also agreeing to the terms and conditions of the licences of the Third Party Software used by the Software and the Netduma Router details of which are set out at

[www.netduma.com/opensource](http://www.netduma.com/opensource).

- If you do not agree to the terms of this Agreement, we will not license the Software and Documentation to you and you will not be able to use the Netduma Router with the Software. If you do not wish to proceed, you should click the “Cancel” button and discontinue the installation process.
- If you do not wish to agree to be bound by this Agreement you should return the Netduma Router and Software in accordance with the returns policy on our Website at [www.netduma.com/terms](http://www.netduma.com/terms) or, if you purchased from one of our resellers, the return policy or terms that apply to your purchase of the Netduma Router. If you purchased from us and you wish to return the Netduma Router, you should do this with your proof of purchase. If you do this, we will refund any payment you made to us for the Netduma Router as provided in the returns policy or, if we agree this with you, provide an alternative router without the Software. If you have any questions about this, you can contact us as provided in clause 26 below (**Customer Contact**).
- The terms of this Agreement include, in particular, limitations on our liability. These are set out in clause 6 (**Limited Warranty**) and in clause 8 (**Limitation of liability if you are a consumer**) or clause 9 (**Limitation of Liability if you are not a consumer**), in any other case.
- You acknowledge that it is your responsibility to make any person you allow to use the Netduma Router aware of the terms of this Agreement and to ensure that they comply with its terms.
- Where any person “accepts” this Agreement on your behalf when first using the Netduma Router that person will be treated as having done this on your behalf.
- The Netduma Router and the Software are intended for your own personal non-commercial use. You must not use the Software for commercial purposes without obtaining our written permission to do so.
- **Grant and scope of licence**
- In consideration of you agreeing to be bound by the terms of this Agreement, Netduma hereby grants to you a non-exclusive, non-transferable licence to use the Software installed on the Netduma Router and the Documentation on the terms of this Agreement from the Effective Date until it is terminated as set out in clause 13 (**Termination**) below at a single User Location for non-

commercial purposes.

- The right granted in clause 3.1 above does not give you any right to sub-license the Netduma Router, Software or Documentation to any other person, except as stated in this Agreement and is subject to other restrictions on your use. These restrictions are set out below. In particular, you should be aware of the restrictions on use of the Netduma Router, Software and Documentation set out in clause 4 below (**Restrictions**).
- The licence granted by this Agreement allows you to:
  - 3.3.1 use the Software (including any Third Party Software it uses) and Documentation only for your own non-commercial purposes on the Netduma Router with which it was supplied;
  - 3.3.2 receive any Updates incorporating additional functionality and corrections of errors as may be provided by Netduma from time to time (together with any updated or additional Documentation); and
  - use any Documentation in support of the use permitted under this clause 3.3 and make one copy of the Documentation if reasonably necessary for your own lawful use.
- You acknowledge that we do not sell the Software, Third Party Software or the Documentation to you. Ownership of the Software, Documentation and any Third Party Software remains with us or our licensors.
- To the extent that Third Party Software is included in the Netduma Router and Software, you agree to comply with the terms which apply to this as set out on our Website [www.netduma.com/opensource](http://www.netduma.com/opensource).
- Subject to the provisions of clause 4 (**Restrictions**), you may transfer your Netduma Router in its entirety (including all the Software, Third Party Software and Documentation) to another individual for non-commercial use provided that you give the person you are transferring it to a copy of this Agreement (and any earlier versions of it) and they comply with it. In such circumstances, you must not retain any copies of anything relating to the Netduma Router, the Software, Documentation, and any archival copy where applicable, and you agree that you will still keep all information about them which relates to our confidential information and intellectual property rights confidential.
- If any such person to whom you are transferring your Netduma Router to does

not accept the terms and conditions of this Agreement, then your right to use the Software granted to you by this Agreement shall automatically terminate and you do not retain any rights under this Agreement in respect of the transferred Netduma software. However your obligations under this Agreement in respect of intellectual property and confidential information of Netduma and its licensor shall survive any termination of this Agreement.

- After termination as set out above, you may not use the Software. Netduma at its discretion may retrieve the Product and return the Hardware to you with the Software removed. Your rights automatically and immediately terminate without notice from Netduma if you fail to comply with any provision of these Terms and Conditions. No notice shall be required to effectuate such termination. Upon termination, you must immediately stop using the Software.
- Any rights in or relating to the Software, Third Party Software or Documentation not licensed or given to you in this Agreement are retained by Netduma or its licensors.
- You agree that your use of the Netduma Router is and will at all times be in accordance with all applicable laws and regulations.
- **Restrictions**
- Except as expressly set out in this Agreement or as permitted by any local law, you undertake:
  - not to sell, resell, rent, loan, lease, sub-license, supply, publish, distribute or re-distribute the Netduma Router and/or Software or Documentation;
  - not to edit, translate, merge, adapt or alter the Netduma Router, Software or Documentation;
  - not to copy the Software or to use the whole or any part of it to create any new software, products or materials or separate the Software into its component parts;
  - not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
  - not to redistribute, allow any new third party rights to be established over,

rent, lease, sublicense or use the Software in a timesharing or service bureau arrangement;

- not to do anything else to transfer your rights to use the Software except as set out in this Agreement;
- not to disassemble, de-compile, reverse engineer, reduce to human readable form or otherwise attempt to derive or determine the source code or the logic for the Software or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that applicable laws prohibit such restriction because they are essential for the purpose of creating a non-infringing, inter-operable program with another software program, and provided that the information obtained by you during such activities:
  - is used only for the purpose of achieving inter-operability of the Software with another software program. We will undertake to make this information readily available to you and you agree to make requests of Netduma before attempting to decompile the licensed Software. Netduma has the right to impose reasonable conditions such as a fee for doing so. You must first give Netduma sufficient details of your objectives and of the other software concerned. The request for appropriate information from Netduma should be made via email to [netduma@netduma.com](mailto:netduma@netduma.com). Failure to contact Netduma in these circumstances invalidates any right you might otherwise have had to decompile the Software
  - is not disclosed or communicated without Netduma's prior written consent to any third party to whom it is not necessary to disclose or communicate it;
  - is not used to create any software which is substantially similar to the Software;
  - is not used to develop a competing software product, or otherwise in any manner not set out in this Agreement or the documentation;
  - is not used to copy the firmware (other than one backup copy for archival purposes only) to use on a multi-user system or operate it separately from the Product onto which it is



embedded;

- is not used to invade the privacy rights of any Third Party nor to harvest personally identifiable information;
  - is not used to collect any Third Party's data to ascertain the bandwidth usage including but not limited to, the Third Party's bandwidth consumption, the websites the Third Party has visited or the devices the Third Party has connected to the router;
  - is not used to collect or harvest any third party's personally identifiable information, to send unauthorized commercial communications or to invade the privacy rights of any third party;
  - is not used to contravene clauses 15.1 and 15.2 of this Agreement;
  - is not used for any unlawful purpose, and/or in any manner that breaches this Agreement
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- to make a maximum of one copy of the Software for backup purposes only. Any such copy or copies and the medium they are stored on shall be the property of Netduma and all copies must bear proprietary notices shown in relation to the original Software. The storage medium will be returned to you once the copy or copies of the Software have been removed from it. Nothing contained in this Agreement is to be interpreted as an assignment or transfer of any copyright, patent rights, design rights or any other intellectual property rights in the Software as a whole or any part of it in such integral software. All rights are reserved by us, Netduma Software Limited and others who have licensed Third Party Software for us to use it with the Software Router.
  - to keep all the Software and the Documentation secure and comply with the requirements set out in clause 14 (**Confidentiality**) below;
  - to supervise and control use of the Netduma Router, Software and Documentation and ensure that the Software is used by you and anyone you permit to use it in accordance with the terms of this Agreement;

- not to use the Netduma Router, Software or Documentation to provide any services to any other person;
- not to remove or alter any trademark, logo, copyright notice, proprietary notices, symbols or labels on the Netduma Router or all entire and partial copies of the Software and Documentation in any form and not to remove any Netduma copyright, trademark, proprietary notices, logos or labels from the Netduma Router, its packaging or the Documentation;
- not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code, source code, data files and configuration files) to any person, without prior written consent from us; or
- not to tamper with, disassemble or misuse the Netduma Router or Software
- We are only supplying the Software on the Netduma Router and Documentation for your non-commercial use, access and operation of the Netduma Router at your User Location.
- You must not use the Netduma Router, the Software or Documentation for any commercial purposes without obtaining a licence from us to do so.
- **Intellectual property rights**
- You acknowledge that all intellectual property rights in the Software (and any Updates) and the Documentation throughout the world belong to us or are licensed to us, that the rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Agreement and, in the case of any Updates, any additional or replacement agreement.
- You acknowledge that you have no right to have access to the Software in source code form.
- The integrity of this Software is protected by technical protection measures so that the intellectual property rights, including copyright, in our Software are not misappropriated. You must not attempt in any way to remove or circumvent any such technical protection measures, nor to apply,

manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such technical protection measures.

- If you become aware of any claim or potential claim against you relating to the fact that your use of the Netduma Router, Software or Documentation infringes the intellectual property rights of any other person, you should notify us immediately, and in any case, within ten (10 days), so that we can take such action as we consider appropriate to deal with this. This may include us obtaining a right for you to continue to use the Netduma Router, Software or Documentation or us modifying the Netduma Router, Software or Documentation so that they become non-infringing. Alternatively, we may terminate this Agreement and require you to return the Netduma Router, Software and Documentation and provide you with a refund of the price you paid for the Netduma Router, discounted to reflect the period of use you have had of it.
- If a legal action is brought against you on the basis that the Netduma Router, Software or Documentation infringes the intellectual property rights of any other person you will notify us immediately, and in any case, within seven (7) days of the legal action that has been brought against you. You agree that we may, at our cost, defend such action and you will provide us with any reasonable assistance we need from you in relation to this. In these circumstances, you may be entitled to compensation from us subject to the other provisions of this Agreement.
- Netduma will have no obligation to you under clause 5.4 or 5.5 if any claim relating to an alleged infringement arises from your use of the Netduma Router or Software otherwise than as permitted in this Agreement or arising from its use with other software not provided by Netduma.
- **Limited warranty**
- You agree and acknowledge that the Software is supplied to you with the Netduma Router which is the medium for making the Software available to you. The Software is only intended for use with the Netduma Router. It is not intended for use with any other router and we cannot warrant that the Software will provide the functionality as set out at <https://netduma.com/features/> if it is used on any other kind of router.
- We warrant that:

- the Software has been designed, programmed and tested by Netduma so that it will, when properly used on the Netduma Router on which it is supplied, will perform substantially in accordance with the Documentation and will have the functionality detailed at <https://netduma.com/features/>;
  - the Software is fit for the purpose for which it is provided and is of satisfactory quality; and
  - that the Documentation correctly describes the operation of the Software in all material respects as found in your documentation as well as at <https://netduma.com/features>.
- You acknowledge that complex software is never wholly free from defects, error and bugs. Subject to clauses 6.2 above and your statutory rights, the Software is provided “as is” and may contain undiscovered defects, error and bugs. We will provide you with updates and bug fixes, from time to time, as we feel is appropriate.
  - You acknowledge and agree that the Netduma Router and Software makes use of Third Party Software which is subject to separate licence terms and which is provided without warranty and we cannot therefore be responsible for any claims arising from this. Details of the Third Party Software and terms of use are available on our Website at [www.netduma.com/opensource](http://www.netduma.com/opensource)
  - In respect of Software, we have taken all reasonable steps to ensure that the Software we provide will be free of interruptions, failures or malfunctions caused by viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs. However, we cannot take responsibility for the Third Party Software used in connection with our Software or for any loss or damage caused by the use of the Netduma Software by you or those you allow to use it.
  - You further agree that in using the Netduma Router and Software, you will also be using the services of other third parties (such as internet service providers, telecoms/wireless carriers or mobile providers) to make use of the Netduma Router and Software. We are not responsible for these third party services and how they affect the Netduma Router and Software. It is your responsibility to make sure that you are aware of the separate policies, terms of use and fees which apply to the services provided by these third parties and, where appropriate, ensure that you make backup copies of your data.
  - You agree that you will have no right against us in respect of any defect or failure

of the Netduma Router or Software:

- if the defect or fault in the Netduma Router results from you having amended or made any changes the Netduma Router or Software (or any Third Party Software) or are due to you having removed the Software or any other software or component from the Netduma Router or have installed any other software on the Netduma Router; or
  - if the defect or fault in the Software results from you having used the Software except as detailed in the Documentation or in contravention of any of the terms referred to in this Agreement.
- Subject to your statutory rights, since we cannot know exactly how you will use the Netduma Router and the Software and whether they are suitable for the use you intend to make of them, you use the Netduma Router and Software at your own risk and Netduma cannot accept responsibility for:
    - any incompatibility with any devices and equipment you use it with or the failure of the Netduma Router or Software to function with all the software applications, including online games, you wish to use it with. We do not warrant or guarantee that the Software will be compatible or function with all online games; and
    - the use of the Netduma Router or Software in hazardous environments as it is not fault tolerant and it should not be used in any circumstances where a failure could lead to death, personal injury or physical damage to property or other items of equipment.
- Where damage does occur to other devices or equipment attached to the Netduma Router we will only be responsible to the extent that we have not taken reasonable care and skill to try to prevent this.
  - Except to the extent expressly provided in this Agreement, we cannot give you any assurance that the use of the Netduma Router or Software by you or anyone you allow to use it, will not give rise you any legal liability on your part or the part of any other person.
  - In addition, the laws that apply in some countries may not allow some or all of the limitations or exclusions set out in this clause 6. If this is the case in the law of the country you apply, some or all of these limitations or exclusions may not apply to you and you may have additional rights. You should seek local legal advice about your rights.

- **Remedies and returns**

- Your purchase of the Netduma Router will be subject to the terms that applied when you purchased it. These will give you certain remedies if the Netduma Router, Software or Documentation are not as they were described at the time you bought them and, if you are a consumer, the Netduma Router and Software must also be fit for purpose and of satisfactory quality. If the Netduma Router or Software is damaged, has faults or is otherwise defective, you should contact the person who sold it to you as soon as possible to inform of them, of the defect, fault or damage and to arrange for a refund, repair or replacement. Where these terms give you the right to return the Netduma Router to us, you should do this with proof of purchase and details or an example of the defect as detailed in our returns policy at [www.netduma.com/terms](http://www.netduma.com/terms).
- Where you do not accept this Agreement but there is no defect, damage or fault with the Netduma Router or Software, the provisions of clause 2.3 above apply and we may provide you with a refund of any payment you made to us or an alternative router without the Software, if we agree this with you. You must notify us within 14 days of purchase.
- You agree and acknowledge that the Netduma Router on which the Software is installed is sold to you solely as the medium for the delivery and operation of the Software and, unless otherwise agreed by you and us in writing, the Netduma Router on which the Software is provided may be new, refurbished or from various manufacturers. If the Netduma Router has to be replaced for any reason, replacement may be on a similar basis subject to any statutory rights you may have as a consumer.
- **8. Limitation of liability if you are a consumer**
- If you are a consumer you have certain legal rights in relation to the Netduma Router, the Software and Documentation which cannot be excluded where those items are faulty or not as described.
- You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as used on the Netduma Router as described at <https://netduma.com/features/> meet your requirements.
- You agree not to use the Software (as installed on the Netduma Router or otherwise) and the Documentation for any commercial, business or re-sale

purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity arising as a result of any commercial use in breach of the terms of this Agreement.

- If there is a problem with the Netduma Router or the Software that damages a device or any other digital content belonging to you and this is caused by Netduma's failure to use reasonable skill and care, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to download and install an update offered to you for free or for damage caused by you failing to correctly follow instructions about use or anything in the Documentation or have in place the minimum system requirements advised by us.
- We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this Agreement or our negligence up to the amount specified in clause 8.6 but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the breach of the terms of this Agreement. or if they were contemplated by you and us at the Effective Date.
- Our maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum you paid for the Netduma Router with the Software. This does not apply to the types of loss set out in clause 8.8.
- The Netduma Router, Software and Documentation are supplied only for your personal non-commercial use. If you use the Netduma Router, the Software and Documentation for any commercial, business or re-sale purposes neither we nor our licensors or third party resellers will have any liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- Nothing in this Agreement shall limit or exclude our liability for:
  - death or personal injury resulting from our negligence;
  - fraud or fraudulent misrepresentation; or
  - any other liability that cannot be excluded or limited by English law.
- The laws of some countries may not allow some or all of the limitations of liability set out in this Agreement. If these laws apply to you, some or all of the above limitations may not apply and you might have additional rights and you should

take local legal advice.

- The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law but do not affect your statutory rights.
- **Limitation of liability if you are not a consumer**
- You acknowledge that the Software as provided to you with the Netduma Router has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Netduma Router and the Software as described in the Documentation meet your requirements.
- We only supply the Netduma Router, Software and Documentation for non-commercial use at one User Location and you agree not to use the Netduma Router, Software or Documentation for any re-sale purposes.
- We shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss or corruption of data or information;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.
- Other than the losses set out in clause 9.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the sum you paid for the Netduma Router and the Software even if we have been advised of the possibility of such losses. This maximum cap does not apply to clause 9.5.
- Nothing in this Agreement shall limit or exclude our liability for:



- death or personal injury resulting from our negligence;
  - fraud or fraudulent misrepresentation; or
  - any other liability that cannot be excluded or limited by English law.
- To the maximum extent permitted by law, we shall not be liable for any claim or for any loss or damage as a result of forces and or circumstances beyond our control, including without limitation any act of god, war, terrorism, labour dispute, accident, or other circumstances affecting the Netduma Router of Software or telecommunications disruption, even if this is reasonably foreseeable or we have been advised of the possibility of any such loss or damage.
  - This Agreement sets out the full extent of our obligations and liabilities in respect of the supply of the Netduma Router, Software and Documentation. Except as expressly stated in this Agreement, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Netduma Router, Software and Documentation which might otherwise be implied into, or incorporated in, this Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
  - The laws of some countries may not allow some or all of the limitations of liability set out in this Agreement. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights and you should take local legal advice.
  - The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law but do not affect any statutory rights you may have.
  - **Third party software**
  - The Netduma Router uses Third Party Software which is not owned by Netduma but is licensed to us and which we have the right to use in connection with the Netduma Router and Software.
  - You understand that use of the Third Party Software is subject to the terms of this Agreement and the provisions that apply to it as set out at [www.netduma.com/opensource](http://www.netduma.com/opensource). This contains additional rights and restrictions relating to the use of that Third Party Software and that some or all of it may be supplied without warranties.

- You acknowledge that no owner of Third Party Software will have any obligation or liability to you as a result of this Agreement or your use of such Third Party Software in connection with the Netduma Router, the Software or Documentation.
- If you think that you may be subject to a claim because the Netduma Router or Software infringes the rights of any third party, you should notify us as provided in clauses 5.4 or 5.5 above.
- **Updates and upgrades**
- Subject to the terms of this Agreement, we may provide Updates to the Software and Documentation at our sole discretion. These may be free or subject to a fee and may be made available by us through such means as we decide.
- We may also in future offer you an Upgrade with enhanced functionality, for which an additional charge will be made, if you decide you wish to take up this offer.
- All updates will be subject to the terms of this Agreement (the licence terms that are applicable to their use from time to time) and when updates or upgrades are available you may be asked to confirm your acceptance of the licence terms applicable to their use. Where this happens these terms will be regarded as forming part of this Agreement.
- **Our rights against you in certain circumstances**
- If you do not comply with the terms of this Agreement and do anything which gives someone else the right to make a legal claim against Netduma or its third party licensors or resellers, we may hold you responsible and claim from you reasonable compensation for the financial losses and costs we incur as a result of you not complying with the terms of this Agreement, which are reasonably foreseeable. In such circumstances, we may also terminate your right to use the Software as provided in clause 13 (**Termination**).
- Where clause 12.1 applies you agree that we may take legal action in any relevant country to try to prevent any claims or to try to prevent you any breach or further breach of this Agreement.
- If your breach relates to disclosure of confidential information about the Software, Third Party Software or the Documentation, we may also take legal action to obtain a court order in the courts of the relevant country or countries in which

you are based to try to prevent any further disclosure of our confidential information by you.

- **Termination**

- If you breach or fail to comply with any material provision of this Agreement, your right to use the Software will automatically terminate.
- We may also notify you in writing that your right to use the Software as set out in this Agreement is at an end if we become aware of any breach of a material provision of this Agreement or of any persistent breach of any term of this Agreement, which is not remedied (if it can be remedied) within 7 days of a notice from us requiring you to do this, or if you notify us of an infringement claim relating to the Netduma Router, Software or Documentation and we are not able to resolve this matter on reasonable commercial terms in a way that allows you to continue to make use of the Netduma Router, Software or Documentation.
- You may terminate this Agreement at any time if you no longer wish to use the Netduma Router or the Software or if the terms applicable to the Netduma Router, Software, Documentation and Third Party Documentation are changed and you do not wish to continue to use them on the new terms.
- Upon termination for any reason:
  - all rights granted to you under this Agreement shall cease. For the avoidance of doubt, your obligations under this Agreement in respect of intellectual property and confidential information of Netduma and its licensor shall survive any termination of this Agreement;
  - you must cease all activities authorised by this Agreement; and
  - you must immediately return the Netduma Router with the Software and Documentation to us and, if you fail to do so, we may arrange for it to be collected from you.
- Where you have terminated the Agreement under clause 13.3 and returned the Netduma Router, we may at our discretion, provide a replacement router without the Software or a refund taking into account the period of use prior to you deciding to terminate the Agreement.
- Nothing in this clause 13 shall affect any statutory rights that you may have if the Netduma Router, the Software or Documentation was faulty or is not as it

was described when you bought it.

- If this Agreement is terminated by either of us, any provision of it that expressly states that it says is intended to come into or remain in force on or after the termination of this Agreement (or where this is clearly the implication of the relevant provision) shall remain in full force and effect, even though this Agreement has been ended.
- Termination of this Agreement by either party and for any reason will not affect any rights that may have arisen as at the date of termination or which arise following the termination of this Agreement.

- **Confidentiality**

- You acknowledge and agree that the Netduma Router, Software and Documentation contains information which is confidential, proprietary and valuable to Netduma and its licensors. You are not entitled to make any use of either the Netduma Router, Software or Documentation, except as permitted by the terms of this Agreement.
- You agree to keep any confidential information and intellectual property rights about or contained in the Netduma Router, Software or Documentation confidential as referred to in clause 14.1 and not to publish, disclose, distribute, transmit, post or otherwise make it available to any other person except as permitted by this Agreement.
- Nothing in this clause 14, shall prevent you from disclosing any information required by law or of an order or court or any information which is no longer confidential because it is publicly available for some reason other than as a result of breach of this Agreement by you (or any person for whom you are responsible).
- Where clause 14 applies we may take legal action to obtain a court order to prevent any further disclosure as provided above, because the potential financial loss would be so damaging to our business if the breach continues.
- For the avoidance of doubt, the provisions of this clause 14 shall survive the termination of this Agreement.

- **Data storage and data privacy**

- When you are using the Netduma Router with the Software, your data will be

stored temporarily as it is routed through the Router.

- Except as set out in clause 15.1, data routed via the Netduma Router is never stored or analysed by us during use
- Where we do hold personal information about you arising from your purchase of a Netduma Router and/or the licensing and support of the Software as a result of you obtaining the Router from us or one of our resellers, this will be held subject to, and processed in accordance with the Data Protection Act 1998, in accordance with our data privacy policy <https://netduma.com/privacy-policy/>.

15.4 We may pass your personal information to other companies within the same group of companies as Netduma with your consent or where necessary in connection with provision of any support or services to you relating to the Netduma Router, Software, Third Party Software or Documentation. This will also be used subject to our data privacy policy referred to above.

15.5. If you do not wish Netduma or any of its group companies or any reseller from whom you have obtained the Netduma Router to use your personal information, please contact Netduma at any time using the contact details set out at the end of this Agreement in clause 26 (**Customer Contact**).

- **Communications between us**

- If you wish to contact us in writing, have any questions or if any provision in this Agreement requires you to give us notice in writing, you can send this to us by e-mail or by pre-paid post to Netduma Limited using the contact details set out in clause 26 below (**Customer Contact**) or by emailing us at [netduma@netduma.com](mailto:netduma@netduma.com). We will confirm receipt of this by contacting you in writing, normally by e-mail.
- If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you used when you placed your order for the Netduma Router with us or one of our resellers.

- **Your feedback and how we may use this**

- If you provide us with any Feedback concerning the Netduma Router, Software, Documentation or their use either directly or indirectly to us or via any forums, you acknowledge and agree that we will have the right to use your Feedback as set out in clause 17.2 below.

- If you provide Feedback, you agree that we will have a continuing, non-exclusive, irrevocable licence worldwide to use, copy, adapt, modify, publish and display the Feedback without any payment to or asking your permission and to commercialise it, at our discretion, without crediting you or asking your approval or paying you for this.
- If you provide any Feedback on our forum(s) or on otherwise via our Website, you agree that it is your responsibility to ensure that it is not in any way illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or otherwise harmful to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".
- If you do something which breaches the terms of this clause 17, we may charge you or claim from you, reasonable compensation for the damages and costs we will incur as a result of you breaching the terms of this Agreement. We may also end your right to use the Software in such circumstances under clause 13 (**Termination**).

- **Support**

- 18.1 If you need support relating to the use of the Netduma Router, Software or Documentation you should contact us using the contact details set out in clause 26 below (**Customer Contact**).
- 18.2 You may also be able to get support via our forum at [forum.netduma.com](http://forum.netduma.com).

- **Variations**

- No variation of this Agreement (or any replacement or updated version of it) is effective unless we agree to it in writing. If you need us to vary any provision, specifically for you or the use you intend to make of the Netduma Router and Software, please contact us using the details set out in clause 26 (**Customer Contact**) and we will contact you to discuss whether we can agree a variation. If we do agree a variation this will be recorded in writing.
- We may vary the terms of this Agreement from time to time upon reasonable notice or when we supply Updates and ask you to confirm your acceptance of the applicable terms. The licensors of Third Party Software may also change their terms from time to time. Any new terms applicable to our Software or

the Third Party Software will be posted on our Website. If you do not wish to continue to use the Software (including any Third Party Software) once the terms have been changed, you can terminate this Agreement in accordance with the provisions of clause 13 (**Termination**).

- We will take reasonable steps to inform you of changes to this Agreement or other terms applicable to use of the Netduma Router and Software via the Website at [www.netduma.com](http://www.netduma.com). However, those changes will apply to you, whether or not you have seen the notification of the updates or read the revised terms.
- **Export control requirements etc**
- You may only make use of the Netduma Router, the Software and Documentation for your own non-commercial use. You must not export it or allow any person acting for you to export, re-export or transfer the Netduma Router and/or the Software to any national or resident of any country where there is an embargo in force.
- You acknowledge that the Netduma Router, the Software and Documentation may contain software and technical data that are subject to export control laws. In agreeing to the terms of this Agreement, you confirm that you are not a citizen of or located within an embargoed or otherwise restricted country and are not prohibited under export control laws from receiving or using the Netduma Router, the Software and Documentation.
- If you do export, disclosure or transport the Netduma Router and/or the Software in breach of the provisions of this Agreement, you agree that we may charge you or claim from you reasonable compensation for the costs we will incur as a result of you breaching the terms of this Agreement.
- **Other important terms**
- This Agreement does not give you any rights in relation to the use of the Netduma Router, the Software or Documentation not expressly granted to you in this Agreement.
- We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or our obligations under this Agreement.
- You may only transfer your rights or your obligations under this Agreement to another person subject to clause 3.6.

- This Agreement is made between you and Netduma. Except where we have agreed that you can transfer your rights to another person, this Agreement is not intended to be enforceable by any third party (other than Netduma Software Limited or any other person who licences their rights to us in connection with the Netduma Router or Software and our resellers). Neither you nor Netduma need to get the agreement of any other person to change its terms except where the rights of Netduma's licensors are affected.
- If you are not regarded as a consumer for the purposes of this Agreement, this Agreement and any document expressly referred to in it constitutes the entire agreement between you and us to the exclusion of any other terms or conditions you try to impose or incorporate or which might be implied by law. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf which is not set out in this Agreement or any document expressly referred to in it.
- If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- Each of the provisions of this Agreement operates separately. If any court or competent authority decides that any of them (or any part of them) are unlawful or unenforceable, the remaining provision (or part of the relevant provision) will remain in full force and effect.
- In some cases, these terms will be translated into another language. If there are any inconsistencies between the English language version and a translated version, the English language version will override the version in another language.
- If you are a consumer, please note that this Agreement, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. You consent to this jurisdiction and will not raise jurisdiction *simpliciter* or forum *non conveniens*. Both parties will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and decide to take court proceedings, you may do so within the English courts.
- For consumers, we will try to resolve any disagreement or disputes quickly and



efficiently. If you are not happy with the way we deal with any disagreement, you and we may refer the matter to mediation, but neither you nor we are restricted from bringing any court proceedings

- If you are a business customer, this Agreement, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.
- The laws of some countries may not allow some exclusions and limitations of responsibility and liability as set out in this Agreement and/or may give you additional rights in relation to the Netduma Router, Software and Documentation. If you may wish to discuss these rights you can contact Netduma as provided in clause 26 (**Customer Contact**). The Netduma Router, together with the Software and Documentation, is intended for use and may only be used in countries where their use is lawful.
- To the extent that it might be applicable to this Agreement, the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

- **U.S. GOVERNMENT RESTRICTED RIGHTS**

- In the event of acquisition of the Software by or for any unit or agency or other part of the United States Government, the Software and the Documentation shall be classified as commercial computer software with 'RESTRICTED RIGHTS' applicable to private and public licenses alike, under FAR 12.212-1(a) (1995) or DFARS 227.7202-1(a) DFARS 227.7202-3(a)(1995). The computer commercial software and commercial software documentation, and their use, duplication, release, modification, disclosure, reproduction, performance or display without limiting the foregoing shall be governed solely by the terms of this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The contractor / manufacturer is Netduma Limited of 20-22 Wenlock Road, London, N1 7GU, United Kingdom.
- The Software and the Documentation is owned by Netduma Software Limited and licensed by Netduma Limited.

**THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO CUSTOMERS WHO ARE CONSUMERS IN AUSTRALIA ONLY**

- **LIMITED WARRANTY (AUSTRALIAN CONSUMER ONLY)**

- If the Netduma Router is connected in accordance with our instructions, and is operated as instructed, it will substantially conform to the features and functionality as detailed on our website at <https://netduma.com/features/>. However, the Software may contain undiscovered bugs and errors. Bug fixes and updates will be provided from time to time as appropriate at Netduma's discretion.
- The Netduma Router with the pre-installed Software is delivered to you with guarantees that cannot be excluded under the Australian Consumer Law. The warranties and remedies in this clause 23 apply to purchases made in Australia and are exclusive and in lieu of all others, oral, written, express or implied. Any and all other warranties are expressly excluded.
- You are entitled to a replacement or refund for a major failure of the Software and compensation for any other reasonably foreseeable loss or damage.
- You are also entitled to have the Netduma Router with the pre-installed Software repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure. If Netduma, in its sole determination, is unable to replace the defective Router, it will refund the depreciated purchase price of the Netduma Router.
- As set out in clauses 3 and 5 above, Netduma Limited and any third party suppliers retain any and all the intellectual property rights in the Netduma Router and Software and you acknowledge that the Netduma Router is sold to you solely as the medium for the delivery and operation of the licensed Software and, unless otherwise agreed by the parties in writing, Netduma at its option may provide a Netduma Router that is either new or refurbished or of a different manufacturer. In the event that the Netduma Router has to be replaced, Netduma will replace it with a new or refurbished router or a router of a different manufacturer. In the event that Netduma has to repair the Netduma Router, Netduma will at its option repair with new or refurbished spare parts. Netduma will ensure as far as practicably possible that the replacement Router will be of the same or greater capability.
- **EXCLUSIONS (AUSTRALIAN CONSUMER ONLY)**
- The warranty provided under this section dealing with the rights of Australian customers only does not cover defects or problems that arise due to you causing the Netduma Router to become of unacceptable quality, such as failure to take reasonable care or damage caused by abnormal use. Further, you assume all responsibilities for choosing, installing and using the Netduma

Router.

- If you alter the Netduma Router and/or the Software in any way without being authorised to do so by Netduma, defects caused by such alteration will not be remedied by Netduma and you will be liable for any damages incurred by Netduma due to your unauthorised alteration.
- The warranty under this section will not apply if the Netduma Router has been used or maintained in a manner that does not conform to the Netduma Router manual and/or electronic instructions, or has been modified in any way, or has had any serial number removed or defaced.
- The software may contain open source materials. To the extent permissible at law Netduma makes no warranties, and shall have no liability, direct or indirect, whatsoever with respect to open source materials contained in the software. Please take note of the other provisions of this Agreement regarding Third Party Software.
- Netduma shall only be liable under Australian Consumer Law for losses which are reasonably foreseeable and caused by our breach of guarantees or by our negligence. In the absence of any negligence or other breach of duty by us the use of the licensed Software and Product is at your risk.
- **MAKING A CLAIM (AUSTRALIAN CONSUMER ONLY)**
- If the Netduma Router is defective, you must inform Netduma within 14 days of discovering the defect at our Customer Service email address [netduma@netduma.com](mailto:netduma@netduma.com) and ask for a return merchandise authorisation (RMA) code. Netduma will send you an email with details on how to send the Netduma Router and your allocated RMA code.
- You will send the Netduma Router to Netduma with all related media manuals, serial number and our logo and a copy of your receipt which indicates the date of purchase. Netduma will notify you of receipt within 14 days of receiving the Netduma Router.
- Upon delivery to Netduma, we will organise for the Netduma Router to be assessed to determine (at our discretion) if the alleged defect is covered by this consumer guarantee, and you will be given the outcome by telephone, email or letter.
- Any and all defects covered by this consumer guarantee will be scheduled for

repair or replacement (at our option) and undertaken within a reasonable period of time, depending upon the availability of replacement parts, components and appropriate persons to undertake the work.

- Netduma shall notify you in writing if we intend to replace the returned Netduma Router with a refurbished router or with a different manufacturer's router or if it intends to repair the defective router with refurbished parts.
- As an Australia customer, you may call +44 845 0943747 with questions regarding our warranty. To enable us to honour any claims made under this warranty, the Netduma Router must be sent, at your expense, to the following address: Netduma Ltd at Basepoint (B34), 110 Butterfield, Great Marlings, LU2 8DL, United Kingdom.
- Any replacement medium will be warranted for the remainder of the original warranty period.
- **Customer contact**
  - If you have any questions concerning this Agreement or if you would like to contact Netduma for any other reason, you can contact us by using any of the following methods.
    - Via our website [www.netduma.com](http://www.netduma.com);
    - Email: [netduma@netduma.com](mailto:netduma@netduma.com)
    - By telephoning our customer service team at +44 845 0943747; or
    - By writing to us at: Netduma Limited, 303/305 Sheraton House, Castle Park, Cambridge, CB3 0AX, United Kingdom