

LICENSE AGREEMENT

Remote Desktop Manager

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- iii) *Country License:* a Country License allows an unlimited number of Users primarily located, based or detached at multiple physical sites or offices of your Organization (or business unit) in a single country to install and use the Software on an unlimited number of Computers located at or remotely linked to such sites or offices.
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- (c) **Resellers**. If you confirm an Order or purchase a License through an authorized reseller (a "**Reseller**"), you will pay the

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- (b) Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Notwithstanding the foregoing, we may terminate the Agreement (including all related Licenses) without prior notice if you breach any of your obligations under Section 3 ("Restrictions") or Subsection 14(i) ("Export Administration").
- (c) Refund upon Termination. If you terminate this Agreement in accordance with Subsection 13(b) ("Termination"), we will refund you any prepaid fees covering the remainder of your Update Period or Subscription Period (as applicable) on a pro rata basis calculated from the effective termination date. If this Agreement is terminated by us in accordance with the same Subsection 13(b), or if you elect to terminate your subscription for any other reason or no reason, you will not be entitled to a refund of any pre-paid fees.
- (d) Effect of Termination. Upon termination of this Agreement, for any cause, the License will automatically terminate and you will immediately discontinue the use of the Software and destroy all copies thereof in your possession or control. Upon written request by Devolutions, you will deliver a certificate executed by an authorized officer stating that you have complied with all your obligations provided in this Subsection.

- (e) Surviving Provision. Notwithstanding anything to the contrary herein, any and all provisions of this Agreement that must necessarily survive to fulfill its essential purposes and to give full effect to the parties' intents expressed herein shall survive the termination of this Agreement.

14. Miscellaneous

- (a) Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after sending by first class mail or courier, or (c) the day of sending by email.
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- (d) Verification. Upon our written request, you will confirm to us in writing that the Software is being used in conformity with this Agreement and provide reasonable cooperation, information and documents in support of your confirmation. Should we discover any use of the Software in violation of this Agreement, we reserve the right to terminate it together with all related Licenses, in addition to such other rights and remedies that we may have herein or under applicable law.
- (e) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada, without reference to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.
- (f) Dispute Resolution - MANDATORY ARBITRATION CLAUSE. The parties acknowledge and agree that any unresolved claim, dispute, or controversy (excluding any claims for injunctive relief) arising out of or in connection with this Agreement, or the breach or alleged breach thereof, will be treated under the exclusive auspices of arbitration by the Canadian Commercial Arbitration Centre, by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules then in force. Such arbitration shall be held in front of a sole arbitrator in Montreal, Province of Quebec, in the English language or any other language as may be mutually agreed. The decision of the arbitrator shall be final, binding and non-appealable. Each party will share equally the costs of arbitration (other than the costs and fees of their respective attorneys). Notwithstanding the foregoing, nothing herein shall be deemed as preventing a party from seeking injunctive relief or provisional or ancillary remedies from the courts as necessary to protect any of its proprietary interests, including to prevent the actual or threatened infringement, misappropriation or violation of its intellectual property

rights, and the parties agree to submit exclusively to the courts having jurisdiction within the judicial district of Montreal, Province of Quebec, for any such proceedings. Each party hereby waives all defenses of lack of personal jurisdiction and *forum nonconveniens* in connection with any action brought in the foregoing courts.

- (g) Personal Data. Except as described in Devolutions' Privacy Policy available at <https://devolutions.net/legal>, the relevant provisions of which are hereby incorporated and made part of this Agreement by reference, Devolutions does not collect, use or otherwise process your Personal Data or the Personal Data of Users through or in connection with the use of the Software or access thereto. Devolutions may however collect anonymized data relating to operating systems, types of device and data sources used in connection with the Software, as well as usage statistics. To the extent you use the Software to collect, use or process Personal Data, you remain solely responsible to take all appropriate measures and safeguards to comply with applicable laws relating to privacy and the protection of Personal Data in general.
- (h) Severability. If any provision of this Agreement is declared unlawful, void or unenforceable by a court having competent jurisdiction, then that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties and the remainder of this Agreement shall continue to be in full force and effect.
- (i) Export Administration. The Software may be subject to export laws and regulations of Canada, the United States and other jurisdictions, including those of your originating country. You agree to comply fully with such export laws and regulations to ensure that the Software is not: (i) used or exported, directly or indirectly, in violation thereof; or (ii) used or intended to be used for any purposes prohibited by such laws and regulations, including without limitation nuclear, chemical, or biological weapons proliferation. Without limiting the generality of the foregoing, you represent that you are not named on any Canadian or U.S. government denied-party list, and that you will not permit any third party to access, use or export the Software in a country subject to an embargo from Canada, the United States or your originating country.
- (j) Force Majeure. Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than payment obligations) by reason of any event of force majeure or any other unforeseeable cause which is beyond the reasonable control of such party.
- (k) Failure to Exercise Rights. The failure of either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement. In order to be valid, a waiver must be given explicitly in writing by an authorized representative of the party accepting to waive its right.
- (l) Election of Remedies. All rights and remedies, whether evidenced hereby or by law shall be cumulative and may be exercised singularly or concurrently unless otherwise stated herein. Failure of either party to enforce any provision hereof shall not prevent enforcement on any other occasion.
- (m) Entire Agreement. Each party agrees that this Agreement constitutes the entire agreement between the parties with respect to the use of the Software and the other subject matters covered herein, superseding all proposals, negotiations, and communications, oral or written, between the parties with respect to the subject matters hereof, unless otherwise expressly agreed in writing. Any terms or conditions appearing on any purchase order, acknowledgment, invoice or confirmation (including any document or agreement entered into with a reseller from which you obtained the Software) that are different from or inconsistent with those set forth in this Agreement shall not be binding on the parties, even if signed and returned, unless it is expressly stated that such other terms and conditions take precedence over conflicting terms of this Agreement. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Order, (2) the Agreement, (3) the Addendums, and (4) the Documentation.
- (n) Language. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. *Les parties conviennent et exigent expressément que cette Convention et tous les*

documents qui s'y rapportent soient rédigés en anglais.

SCHEDULE A

List of Open Source Software - Remote Desktop Manager

The following is a list of the Open Source Software used by, embedded in, and distributed in conjunction with, Remote Desktop Manager as of November 11, 2019, with links to access the applicable source code files and Public Licenses. This list may be amended or supplemented from time to time. Please consult the "About" tab in the Software for the updated list. In case of discrepancies between the list below and the list provided in the Software under the "About" tab, the latter shall prevail.

Name:	Amazon Web Services SDK
Version:	1.5
License:	Apache License v2.0
Download:	http://aws.amazon.com/sdkfornet
Source:	https://github.com/aws/aws-sdk-net

Name: Base 32	
Version:	1.1.0.2
License:	MIT License
Download:	https://bitbucket.org/devinmartin/base32/
Source:	https://bitbucket.org/devinmartin/base32/

Name:	Bouncy Castle Crypto
Version:	1.7
License:	MIT/X11 License
Download:	https://www.bouncycastle.org/
Source:	https://github.com/bcgit/bc-csharp

Name: Box.V 2	
Version:	3.4.2
License:	Apache License v2.0
Download:	https://developer.box.com/
Source:	https://github.com/box/box-windows-sdk-v2/blob/master/LICENSE

Name: Chao s NaCl	
Version:	0.1
License:	MIT License
Download:	https://github.com/CodesInChaos/Chaos.NaCl
Source:	https://github.com/CodesInChaos/Chaos.NaCl

Name:	Cyotek ImageBox
Version:	1.1
License:	MIT License
Download:	< http://www.cyotek.com/open-source >
Source:	< https://github.com/cyotek/Cyotek.Windows.Forms.ImageBox >

Name: Diffplex	
Version:	1.2
License:	Apache License v2.0
Download:	< https://diffplex.codeplex.com/ >
Source:	< https://github.com/mmanela/diffplex >

Name: Dropbox.NET	
Version:	4.2.6
License:	MIT License
Download:	< https://www.dropbox.com/developers/documentation/dotnet >
Source:	< https://github.com/dropbox/dropbox-sdk-dotnet >

Name: Easy Hook	
Version:	2.7
License:	MIT License
Download:	< https://easyhook.github.io/ >
Source:	< https://github.com/mickford/zxcvbn-cs >

Name: Itenso	
Version:	1.3
License:	Code Project Open License 1.02 (CPOL)
Download:	< http://www.codeproject.com/Articles/27431/Writing-Your-Own-RTF-Convert >
Source:	< https://github.com/Shereef/RTF-to-HTML-Converter-Class-Library-DLL >

Name: JSON .Net	
Version:	5.0
License:	MIT License
Download:	< http://www.newtonsoft.com/json >

Source:	< https://github.com/JamesNK/Newtonsoft.Json >
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Name:	LibSodium
Version:	
License:	ISC License
Download:	< https://libsodium.org >
Source:	< https://github.com/jedisct1/libsodium >

Name:	Microsoft IdentityModel
Version:	5.1.4
License:	MIT License
Download:	< https://azure.microsoft.com/en-us/services/active-directory/ >
Source:	< https://github.com/AzureAD/azure-activedirectory-identitymodel-extensions-for-dotnet >

Name: MsgPack	
Version:	0.8.0.0
License:	MIT License
Download:	< http://msgpack.org/index.html >
Source:	< https://github.com/msgpack/msgpack >

Name: OneDrive API	
Version:	1.0
License:	Eclipse Public License v1.0
Download:	< https://github.com/KoenZomers/OneDriveAPI >
Source:	< https://devolutions.net/download/opensource/onedriveapidevolutions.zip >

Name: OpenMCDF	
Version:	2.0
License:	Mozilla Public License 2.0 (MPL 2.0)
Download:	< http://openmcdff.sourceforge.net/ >
Source:	< http://sourceforge.net/projects/openmcdff/ >

Name:	OTP Sharp
Version:	1.3.0.4
License:	MIT License
Download:	< https://bitbucket.org/devinmartin/otp-sharp/wiki/Home >
Source:	< https://bitbucket.org/devinmartin/otp-sharp/src >

Name: RestSharp	
Version:	104.4
License:	Apache License v2.0
Download:	< http://restsharp.org/ >
Source:	< https://github.com/restsharp/RestSharp >

Name: SQLite.NET	
Version:	1.0
License:	HWACI
Download:	< https://www.sqlite.org/ >
Source:	< https://system.data.sqlite.org/index.html/dir?ci=trunk >

Name:	Zxcvbn C#.NET
Version:	1.0
License:	MIT License
Download:	< https://github.com/mickford/zxcvbn-cs >
Source:	< https://github.com/mickford/zxcvbn-cs >

Name: XMLRPC.NET	
Version:	2.1
License:	MIT X11 License
Download:	< http://xml-rpc.net/ >
Source:	< http://code.google.com/p/xmlrpcnet/source/checkout >

Name:	OidcClient2
Version:	2.9.1.0
License:	Apache 2.0
Download:	< https://github.com/IdentityModel/IdentityModel.OidcClient2 >
Source:	< https://github.com/IdentityModel/IdentityModel.OidcClient2 >

Name:	.NET Extensions
Version:	1.1.2
License:	Apache 2.0
Download:	< https://github.com/aspnet/Extensions >
Source:	< https://github.com/aspnet/Extensions >

Name:	System.Diagnostics.DiagnosticSource
Version:	4.6.0
License:	MIT
Download:	< https://github.com/dotnet/corefx >
Source:	< https://github.com/dotnet/corefx >

Name:	CsvHelper
Version:	2.1.2
License:	Apache License v2.0
Download:	< https://joshclose.github.io/CsvHelper/ >
Source:	< https://github.com/JoshClose/CsvHelper >

Name:	Google Protocol Buffers
Version:	3.8.0.0
License:	https://github.com/protocolbuffers/protobuf/blob/master/LICENSE < https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fgithub.com%2Fprotocolbuffers%2Fprotobuf%2Fblob%2Fmaster%2FLICENSE&data=02%7C01%7Cgbeaupre%40devolutions.net%7C8bf08e301289431d794308d700b80db2%7Ccf76f21720594091bb00878429f5cc64%7C0%7C0%7C636978662816161481&sdata=WxEw5EhhFSp47MNnnj%2BI8jeoOAPz6E0A5x4ls47jnT0%3D&reserved=0 >
Download:	https://github.com/protocolbuffers/protobuf < https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fgithub.com%2Fprotocolbuffers%2Fprotobuf&data=02%7C01%7Cgbeaupre%40devolutions.net%7C8bf08e301289431d794308d700b80db2%7Ccf76f21720594091bb00878429f5cc64%7C0%7C0%7C636978662816171478&sdata=wUC8N%2BCewLH3YJ9fiTIIIS1xad0uMn2iPmFT0yW%2BXYtc%3D&reserved=0 >
Name:	KeeperSdk
Version:	1.0.0.0
License:	MIT
Download:	https://github.com/Keeper-Security/commander < https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fgithub.com%2FKeeper-Security%2Fcommander&data=02%7C01%7Cgbeaupre%40devolutions.net%7C8bf08e301289431d794308d700b80db2%7Ccf76f21720594091bb00878429f5cc64%7C0%7C0%7C636978662816181476&sdata=oxaWpFwQx2GvzNOGiq7%2B8V7adK0jz3lhQKwYscwnTbI%3D&reserved=0 >