



SOFTWARE LICENSE AGREEMENT

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This Software License Agreement is entered into between Devolutions inc. (“**Devolutions**”, “**us**”, “**we**”, “**our**”) and the person or Organization (“**Customer**”, “**you**”, “**your**”) purchasing or acquiring a License to use a Software. If you purchase or acquire a Software License on behalf of your Organization, you hereby represent that you are duly authorized to bind your organization to the present terms and conditions.

1. Definitions

The following terms shall have the following meanings:

Addendums: means the addendums to this Agreement that may be issued by Devolutions from time to time in respect of the Software, including without limitation the Support Level Addendum.

Affiliates: means any entity that controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, “control” means ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such subject entity.

Agreement: means this Software License Agreement, as same may be amended, modified, restated or supplemented from time to time, together with its schedules and Addendums.

Confidential Information: means, without limitation, non-public, proprietary and confidential information, documents and other materials that either party considers to be of a confidential nature or that reasonably should be understood by the other party to be confidential given the nature of the information and the circumstances of the disclosure, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing. Confidential Information does not include information that (a) was previously known by the receiving party without restriction, (b) was received from a third party without restriction, (c) was independently developed by the receiving party without use of the other party’s Confidential Information, or (d) becomes publicly available through no fault of the receiving party.

Documentation: means the user manuals, guides, policies and other technical documentation and specifications published or developed by Devolutions in respect of a Software (as amended from time to time), including those which are made available in our online [Support Center](#).

Feedback: means any suggestion, recommendation, feedback or idea that you or a User communicates to us in connection with a Software.

Open Source Software: refers to the open source software that is provided with, or embedded in, a Software, in all or in part, in accordance with applicable Public Licenses.

Organization: means, without limitation, any partnership, limited liability company, corporation, association, trust, joint venture, organization (incorporated or not), governmental authority or other legal entity.

Personal Data: means any information relating to an identified or identifiable natural person, i.e. a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification



number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Public Licenses: means the public licenses granting the right to use, reproduce and distribute the Open Source Software in conjunction with a Software.

Software: refers to any of the following software and downloadable applications developed by Devolutions (in object code form), including their respective Upgrades: (i) Remote Desktop Manager (“RDM”), (ii) Devolutions Server (“DVLS”), and (iii) RDM and DVLS modules and accessory tools made available by Devolutions from time to time, such as Devolutions Gateway, Devolutions PAM, Devolutions Launcher and Devolutions Workspace.

Subscription Period: if a License is purchased on a subscription basis, means the period of your License subscription as indicated on your invoice.

Support Level Addendum: refers to Devolutions’ [Support Level Addendum](#), which Addendum (as amended, replaced or supplemented from time to time) forms an integral part of this Agreement.

System: means any computer hardware, mobile device, server, network or other electronic device on which the Software is installed, accessed or used by a User.

Upgrades: means any new version of a Software and any update, upgrade, improvement, vulnerability patch, revision, supplement, modification, enhancement, translation, feature, add-on, tool, functionality, maintenance or fix developed and incorporated into a Software by Devolutions from time to time.

Upgrade Period: refers either to your Subscription Period if the License is purchased on a subscription basis, or to the period of your Software upgrade and maintenance plan selected with the purchase of a perpetual License, as applicable.

User: means an individual who is duly authorized by a Customer Organization to install and use the Software within the terms of the license granted by Devolutions. Users may include, for example, the Customer’s employees, consultants, contractors or agents.

Works and Content: means collectively the Software, their Upgrades, the Documentation and all derivative works therefrom (whether originating from or developed by us, you or a User), including all configurations, features, functionalities, interfaces, content, graphics, button icons, logos, marks, scripts, artworks, pictures, computer codes, designs, applications, data, texts or files integrated into the Software, as well as any presentation, arrangement, coordination, enhancement and selection thereof within the Software, but excluding any Open Source Software.

2. Grant of License

(a) General License. Subject to the payment of applicable License fees and your compliance with the terms and conditions of this Agreement, Devolutions hereby grants you:

- i) *In the case of a subscription-based license:* a fully-paid, nonexclusive, revocable, nonsublicensable and nontransferable license allowing you and your designated Users to install, reproduce and access the Software for the term of your Subscription Period in accordance with your Specific License Terms;
- ii) *In the case of a perpetual license (RDM only):* a fully-paid, perpetual, nonexclusive, revocable, nonsublicensable and nontransferable license allowing you and your designated Users to install, reproduce and access the Software in accordance with your Specific License Terms; and
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(the “**License**”).

You acknowledge that the Software is licensed and not sold to you, and that you and your Users receive no title to, or ownership of, the Software itself. A License issued to an Organization does not extend to its Affiliates and the purchase of additional Licenses will be required in such a case, except if assigned in accordance with Section 13(c).

- (b) Specific License Terms. The specific rights granted to you and your designated Users under the License (such as available features, number of authorized designated users, etc.) will depend on the specific type of license acquired or purchased, as set forth in Appendix A (the “**Specific License Terms**”).
- (c) Trial and Beta Versions. Devolutions may, in its sole discretion and at any time, offer you to install and use a trial version of the Software for trial or evaluation purposes (a “**Free Trial**”) or a beta version of the Software prior to its official release (a “**Beta Version**”). We reserve the right to limit, modify or terminate your right to use a Free Trial or a Beta Version at any time and for any reason, without liability to you. You understand and agree that a Beta Version is a development version of our Software that may be incomplete or partially inoperable and that may contain unknown bugs, errors or other defects. We have no obligation to provide technical support for a Beta Version and your use thereof is made at your sole discretion and own risk. Free Trials and Beta Versions are provided “AS-IS”, and we disclaim any liability, indemnities or warranties, whether express, implied, statutory or otherwise in connection with your use of a Free Trial or Beta Version, and you hereby waive the exercise of any right, claim, recourse or remedy against Devolutions in connection with such use.

3. License Restrictions

The License granted to you is subject to the restrictions set forth below. You agree not to: (i) use or allow the use of the Software or access thereto by a number of designated Users in excess of the limit allowed under your Specific License Terms; (ii) reverse engineer, disassemble, compile or decompile the object code of the Software, or otherwise attempt to derive, reconstruct or discover the source code of the Software or any underlying algorithms, file formats, programming or interfaces of the Software, by any means whatsoever; (iii) use an unauthorized or self-modified version of the Software; (iv) use the Software for the purpose of developing commercially competitive products or services; (v) engage in any conduct that may disrupt or impede the use of the Software by a third-party; (vi) publicly disclose or display, distribute, share, rent, lease, sublicense, assign, sell, transfer or make publicly available the Software, except as authorized herein; (vii) modify, translate, alter or improve the Software or the Documentation, incorporate or combine the Software into/with other unauthorized software, or create derivative works from the Software; (viii) use the Software in any way that is contrary to, or in violation of, applicable laws or the rights of third parties, including without limitation any laws, regulations or rights relating to intellectual property, privacy and protection of Personal Data. You are responsible for ensuring that your Users always comply with the License, the applicable Specific License Terms and the provisions of this Agreement when using the Software and the Documentation. You remain responsible towards Devolutions for all actions and omissions committed by your Users in violation of this Agreement and you shall defend and hold Devolutions harmless from any claim or damage incurred in connection with any such actions and omissions.

4. Fees and Payment

- (a) Fees and Payment. The grant of the License is conditional upon your timely payment of the fees specified on your invoice. Except as otherwise specified herein, the License fees paid or payable are non-refundable and non-cancelable. If you pay with a credit card, you agree to provide your credit card information and other required Personal Data to our third-party payment processor to process your payment on our behalf. Any and all transaction fees, currency conversion fees or currency conversion rates charged or applied by your financial institution or credit card issuer are at your sole charge. You are responsible for providing us with complete and accurate billing and contact information and to keep such information updated.
- (b) Resellers. If you purchase a License through an authorized reseller (a “**Reseller**”), you will pay the applicable fees to the Reseller as agreed between you and the Reseller, instead of paying us. Our invoice will state the



details of your transaction with us as communicated by the Reseller on your behalf, and we are not responsible for any inaccuracy or error committed by the Reseller when confirming your order. You hereby authorize us to obtain from your Reseller relevant information about you and your Users (which information may include Personal Data) for the purpose of processing your order and provide you with our products and services. Such information will be collected and processed by us in accordance with our [Privacy Policy](#). Resellers are not authorized to modify the terms of this Agreement or to make any promises or commitments on our behalf, and we are not bound by any obligations to you other than as set forth in this Agreement. If you are entitled to a refund under the present terms, then unless we otherwise specify, we will refund any applicable fees to the Reseller directly and the Reseller will be solely responsible for refunding the appropriate amounts to you.

- (c) **Payment Default.** We reserve our right to suspend or terminate your License if you fail to pay your License fees when due and do not remedy your payment default within 30 days of receiving a payment default notice. You agree to reimburse us for all overdraft charges and other reasonable costs and expenses incurred in connection with the collection of your overdue or returned payments.
- (d) **Fee Changes.** We may modify or update our License fees at any time and at our sole discretion. In such a case, these modifications will become effective and apply to you only as of your next License renewal or purchase and you will be notified in advance if new fees apply.
- (e) **Taxes.** Our prices as displayed on our website do not include any taxes, levies, duties or similar fees that may apply or be imposed by any governmental entity or agency in connection with the purchase of your License (such as VAT, sales taxes or withholding taxes, as the case may be). Any such taxes will be added to your License fees indicated on your invoice and are payable to us in full without any right of set-off or deduction.

5. Upgrades, Renewals and Customer Support

- (a) **Upgrades.** You may install and have access to Upgrades issued during your Upgrade Period at no additional cost. It is your responsibility to install available Upgrades and you acknowledge that the failure to do so may affect or limit (i) your capacity to properly use the Software or certain of its features, (ii) the level of security of the Software (especially if the Upgrade concerns the correction of a vulnerability or security issue disclosed by us), or (iii) our capacity to properly address your technical support requests.
- (b) **Renewals.** Your Upgrade Period may be renewed on or prior to its expiration by paying the then-applicable License fees. If you purchased your License on a subscription basis and fail to renew it prior to the expiration of your Subscription Period, you will no longer be able to use the Software until the renewal of your License. If you purchased a perpetual License and fail to renew your Upgrade Period, you will no longer have access to future Upgrades but you will still be able to use the Software in its then-current version.
- (c) **Customer Support.** Your level of customer support will depend on the customer support plan selected with the purchase of your License. Please refer to the terms of our [Support Level Addendum](#) for further details, which terms are incorporated into this Agreement by this reference. You may also consult our online [Support Center](#) to obtain online help and general information on our Software specifications, settings and configuration.

6. Security and Privacy

- (a) **Access Security.** It is your responsibility to maintain the security and confidentiality of your License keys and passwords to access the Software, and you release Devolutions from any liability in connection with any harm caused by your failure to properly protect them or arising from any unauthorized access to the Software. We may (without being obligated to) verify at any time the identity or authority of any person using a License key or seeking to communicate with us on your behalf.
- (b) **Privacy.** Our Software are installed on your local Systems. Therefore, Devolutions does not collect or process Personal Data or other customer data when you access or use the Software, other than: (i) the name and/or email address entered by Users in the Software to send (voluntarily) a crash log report or a customer support



request through the Software; (ii) telemetric data relating to User location and usage statistics (type of device, platform, application and OS architecture used when accessing the Software, types of sessions opened, types of credentials used), in all cases linked to a rotating and random-generated ID that cannot be linked to a specific User; and (iii) RDM backups stored online through our RDM Online Services, the processing of which is governed by our [Terms of Online Service](#) and related [Data Processing Addendum](#). We may also collect and process Personal Data in the course of your general interactions with us, as disclosed in our [Privacy Policy](#). To the extent you use the Software to collect, access or process Personal Data as a data controller, you remain solely responsible to collect and process such Personal Data in accordance with the requirements of applicable data protection laws, and you agree to defend and indemnify Devolutions in connection with any third-party claim resulting from your failure to comply with these obligations.

- (c) **Security Controls.** Devolutions will use commercially reasonable efforts to implement and maintain technical and organizational security controls in accordance with applicable industry standards during its software development lifecycle processes to prevent the presence of malware or malicious code in the Software. Please consult our [Security and Compliance](#) page to obtain more information on the security of our Software, to access the security advisories issued by Devolutions, or to report a security issue related to a Software.
- (d) **Confidentiality.** Each party agrees that at all times during the term of this Agreement and thereafter, each party will hold in confidence, and will not use or disclose to any third party any Confidential Information of the other party for any purpose outside of the scope of this Agreement, except as otherwise authorized in writing by the other party or to the extent compelled by law, court order or any governmental or regulatory authority to do so.

7. **Proprietary Rights and Licenses**

- (a) **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, we reserve all of our right, title and interest in and to the Works and Content, including any and all related intellectual property rights. No rights in the Works and Content are granted to you or to any User hereunder other than as expressly set forth herein. You agree that the Works and Content may be protected by copyright, trademark, patent and other intellectual property laws and that any misappropriation or violation thereof by you or any User will entitle us to claim damages and be indemnified by you pursuant to those laws.
- (b) **Feedback.** You grant us, for yourself and on behalf of your Users, a perpetual, irrevocable, worldwide, sublicensable and transferable license to freely use, copy, disclose, license, distribute, exploit and commercialize in any manner any and all Feedback that you or your Users communicate to us, without any compensation or restriction. To the extent we use a Feedback to create or develop an Upgrade, you acknowledge and agree that any such Upgrade (including all related intellectual property rights) shall be our sole and exclusive property, and that no Feedback will be considered your confidential information.

8. **Open Source Software**

You acknowledge and agree that: (i) the Software may incorporate Open Source Software components which are licensed under Public Licenses; (ii) each Open Source Software is governed by the terms of its respective Public License; (iii) this Agreement does not and is not intended to restrict your rights under the Public Licenses; and (iv) all warranty disclaimers and limitations (or exclusions) of liability set forth in the Public Licenses shall apply to you and your Users in respect of the Open Source Software (as applicable), and Devolutions does not offer any warranty, expressed or implied, and you hereby waive any and all claims against Devolutions, in respect of the Open Source Software.

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- (a) **Indemnification by Devolutions.** We will defend and indemnify you against any third party claim, demand, suit or proceeding arising out of, related to, or alleging that the Software infringes or misappropriates such third party's intellectual property rights (a "Third Party Claim"), provided you (a) promptly give us written notice of the Third Party Claim, (b) give us sole control of the defense and settlement of the Third Party Claim (except that we may



not settle any Third Party Claim unless it unconditionally releases you of all liability), and (c) give us all reasonable assistance at our expense. The above indemnification obligation does not apply if the Third Party Claim arises from (i) your own negligence or your use of the Software in violation of this Agreement, the Documentation, applicable Addendums or applicable laws, (ii) revisions or modifications to the Software made without our prior written consent, or (iii) your failure to incorporate Software Upgrades that would have avoided the alleged infringement, provided such Upgrades were offered by us without charge. Without limiting our indemnification obligation set forth in this Subsection, in the event of a Third Party Claim, we will promptly and at no cost to you take any of the following actions: (i) modify the Software so that it is no longer claimed to infringe or misappropriate, without affecting our Limited Warranty, (ii) secure your right to continue using the Software legally and in accordance with this Agreement, or (iii) terminate the License and this Agreement and refund your prepaid fees (if any) for the remaining of your Upgrade Period (based on the date after which you are required to cease using the Software). The foregoing indemnifications and remedies, in conjunction with your right to terminate for breach where applicable, state our sole obligation and liability, and your sole remedies, for any potential or actual intellectual property infringement by the Software.

- (b) Indemnification by Customer. You will defend and indemnify us against any third party claim, demand, suit or proceeding arising out of or related to your alleged or actual breach of this Agreement, your own negligence, or your use or misuse of the Software, including without limitation claims by your Users, employees or customers, and claims arising from your breach of applicable laws (in each case a “**Claim against us**”), provided we (i) promptly give you written notice of the Claim against us, (ii) give you all reasonable assistance and collaboration at your request and your sole expense, and (iii) give you sole control of the defense and settlement thereof, except that you may not settle any Claim against us unless it unconditionally releases us of all liability and that we may join in the defense with our own attorneys, at our sole option and our sole expense.

10. Limited Warranty

- (a) Limited Warranty. Except as provided below, Devolutions warrants that the Software will perform materially in accordance with the specifications, features and operations described in the Documentation for the term of Your Upgrade Period (the “**Limited Warranty**”).
- (b) Exclusions. The Limited Warranty does not apply to Free Trials and Beta Versions and in any of the following situations: (i) System deficiencies or malfunction caused by defective hardware or other software components installed on your System; (ii) malfunctions, defects, or failures resulting from misuse or abuse of the Software, from its improper installation, operation or maintenance, or from its unauthorized alteration or modification; (iii) theft, vandalism, acts of God, power failures or surges, battery failures, internet or wi-fi failures or insufficient internet or wi-fi network; (iv) any acts or omissions committed by you, any User or any third party, including without limitation the commission of a wrongful, malicious or illegal act; (v) any defect not made known to Devolutions within your Limited Warranty period; (vi) the Software is not installed, updated, used or configured in accordance with the Documentation, this Agreement or any recommendation or security guidelines issued by Devolutions; (vii) any use of the Software with incompatible, non-supported or outdated technologies, hardware or software, as may be mentioned in the Documentation from time to time; or (viii) any other causes beyond Devolutions’ reasonable control. Without limiting the foregoing, Devolutions does not represent or warrant that the Software is or will be compatible with all technologies, platforms, software environments, operating systems or devices (other than those specifically mentioned in the Documentation), and subject to the Limited Warranty above, you acknowledge and agree that Devolutions may at any time cease or suspend the support or integration of a specific technology, tool, protocol, software or application through or by the Software without liability to you, to the extent it is legally required to do so or if the technology, tool or protocol is outdated or no longer available or used.
- (c) Remedies. Our sole liability and your sole and exclusive remedies under the Limited Warranty shall be, at our exclusive option, to either (i) use reasonable commercial efforts to make such corrections, additions, modifications or adjustments to the Software as may be necessary to ensure that it will perform in accordance with the Limited Warranty; (ii) replace the Software with a compliant software of substantially similar functionality; or (iii) terminate the License and this Agreement and refund your prepaid fees (if any) for the remaining of your



Upgrade Period (based on the date on which you reported the non-compliance to Devolutions). Devolutions does not guarantee that all reported errors or defects will be corrected within a specific time period or at all.

- (d) Disclaimers. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SPECIFIED ABOVE, THE SOFTWARE IS PROVIDED “AS IS” AND WE EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED (WHETHER ARISING BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, INTEGRATION, OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. YOU ASSUME THE ENTIRE RISK AND RESPONSIBILITY AS TO PERFORMANCE AND FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR REQUIREMENTS OR INTENDED RESULTS AND OBJECTIVES, WHETHER OR NOT DISCLOSED TO US. WE MAKE NO REPRESENTATION AND GIVE NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE, VIRUS-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES. WE PROVIDE NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THIRD-PARTY COMPONENTS INCORPORATED INTO OR INTERACTING WITH THE SOFTWARE. THE FOREGOING WARRANTY DISCLAIMERS ARE IN ADDITION TO, AND NOT IN REPLACEMENT OF, ANY OTHER WARRANTY DISCLAIMER APPLYING TO OPEN SOURCE SOFTWARE AS PROVIDED IN APPLICABLE PUBLIC LICENSES, WHICH DISCLAIMERS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE AND ARE DEEMED TO APPLY TO YOU AND EACH USER FOR THE BENEFIT OF US AND ALL OPEN SOURCE SOFTWARE CONTRIBUTORS (AS APPLICABLE).

11. Limitation of Liability

- (a) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DEVOLUTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE SOFTWARE EXCEED THE FEES PAID BY YOU FOR THE UPGRADE PERIOD DURING WHICH THE EVENT LEADING TO SUCH LIABILITY OCCURRED. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 11(a) IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE LICENSE FEES PAID, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE, MISREPRESENTATION OR STRICT LIABILITY) OR BREACH OF STATUTORY DUTY, BUT WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS PURSUANT TO THIS AGREEMENT. IN THE EVENT THAT ANY DISCLAIMER, EXCLUSION OR LIMITATION IN THIS AGREEMENT CANNOT BE EXCLUDED OR LIMITED ACCORDING TO APPLICABLE LAW, THEN ONLY SUCH DISCLAIMER, EXCLUSION OR LIMITATION SHALL NOT APPLY AND ALL THE REMAINING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS PROVIDED HEREIN SHALL REMAIN VALID AND ENFORCEABLE. WITHOUT LIMITING THE FOREGOING, DEVOLUTIONS SHALL NOT BE LIABLE IN RESPECT OF ANY DAMAGE CAUSED BY YOUR FAILURE TO PERFORM REGULAR BACKUPS OF YOUR DATA, TO TEST SUCH BACKUPS ON A REGULAR BASIS AND TO IMPLEMENT EFFICIENT SECURITY MEASURES AND PROCEDURES TO YOUR SYSTEMS.
- (b) Exceptions to Limitation of Liability. The limitations of liability in Subsection 11(a) do not apply: (i) to Devolutions' indemnification obligation set forth in Subsection 9(a), and (ii) in cases of gross negligence or intentional misconduct.
- (c) Exclusion of Indirect and Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY USER FOR (i) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, (ii) DAMAGES FOR OR RELATED TO BUSINESS INTERRUPTION OR LOSS OF INCOME, GOODWILL OR PROFITS, (iii) DAMAGES RELATED TO PRIVACY OR SECURITY BREACHES OR LOSS OR CORRUPTION OF DATA, FILES OR COMPUTER PROGRAMS, WHETHER ARISING OUT, IN EACH CASE, OF THE USE OF OR THE INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR THE FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, OR



ANY BREACH OF CONTRACT, ANY TORT (INCLUDING NEGLIGENCE, MISREPRESENTATION OR STRICT LIABILITY), ANY BREACH OF STATUTORY DUTY, OR ANY BREACH OF WARRANTY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Term and Termination

- (a) Term of the Agreement. This Agreement becomes effective on the date you purchase or acquire a License and continues until all your Licenses expire or are terminated by either party as specifically authorized herein, subject to the provisions of Subsection 12(e) ("Surviving Provisions").
- (b) Termination. A party may terminate this Agreement or a License 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 a License and this Agreement without prior notice if you breach any of your obligations under Section 3 ("License Restrictions") or Subsection 13(h) ("Export Administration").
- (c) Refund upon Termination. If you terminate this Agreement or a License in accordance with Subsection 12(b) ("Termination"), we will refund your prepaid fees (if any) for the remaining of your Upgrade Period (based on the effective termination date). If we terminate this Agreement or a License in accordance with the same Subsection 12(b), or if you elect to terminate this Agreement or a License for any other reason or no reason prior to the expiration of your Upgrade Period, we will have no obligation to refund any prepaid fees.
- (d) Effect of Termination. Upon termination of this Agreement or a License by either party for any cause or any reason, all License rights granted to you hereunder will immediately terminate and you will promptly cease using the related 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 Provisions. 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.

13. Miscellaneous

- (a) Notices. 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.
- (b) Amendments. The terms of the Agreement in effect at the time you purchase or acquire your License will continue to apply for the entire term of your Upgrade Period, unless such terms are modified during such period by written agreement signed by both parties. We nevertheless reserve the right to amend or update the terms of the Agreement from time to time following your License purchase or acquisition, it being understood that such amendments will only become applicable to you at the beginning of your next Upgrade Period. If you do not agree with such amendments, in whole or in part, you may decide not to renew your Upgrade Period. Your decision to renew your Upgrade Period after the terms of this Agreement being amended will confirm your consent to such amendments.
- (c) Assignment. You may not assign, transfer or sublicense any of your rights or obligations hereunder, whether by contract, operation of law or otherwise, without our prior written consent, except if the assignment is made to an Affiliate or as part of a corporate reorganization, consolidation, merger, acquisition or sale of all or substantially all of your business and assets. We have the right to assign at any time our rights and obligations hereunder (subject to providing a notice to you) and to perform all or any part of our obligations hereunder through third party subcontractors, provided that we remain responsible and liable for all acts or omissions of such subcontractors. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's



successors and permitted assigns.

- (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) 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.
- (h) 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.
- (i) U.S. Government. This Subsection applies only to the extent that Customer is a United States federal, state, or local government (“**U.S. Government**”) and that the Software is used for governmental purposes. Any private, personal, or non-governmental purposes shall result in the waiver of this Subsection. The Software is commercial in nature and available in the open marketplace, and is therefore a “Commercial item”, as that term is defined in 48 C.F.R. 2.101, and is a “Commercial Computer Software” as such term is defined in 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable. All sales to U.S. Government shall be consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 through 227.7202-4, and other relevant sections of the Code of Federal Regulations, as applicable. The Software is licensed to U.S. Government with only those rights as granted to all other customers, according to the terms and conditions contained in this Agreement.
- (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 invoice that we issue to you, (2) the Agreement, (3) the Addendums, and (4) the Documentation.
- (n) Language (*applicable only to Customers located in the Province of Quebec*). The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. Without limiting the foregoing, the Customer acknowledges having obtained access to the French version of this Agreement at <https://devolutions.net/legal/software-license-agreements> and that the French version of the Agreement will prevail in the event of any conflict, ambiguity or inconsistency with its English version. *Les parties conviennent et exigent expressément que cette Convention et tous les documents qui s'y rapportent soient rédigés en anglais. Sans limiter ce qui précède, le Client reconnaît avoir obtenu accès à la version française de la Convention au <https://devolutions.net/legal/software-license-agreements>, et que la version française de la Convention aura préséance sur sa version anglaise en cas de conflit, d'ambiguïté ou d'incohérence.*



APPENDIX A

Specific License Terms

Remote Desktop Manager (Team Edition)

User License: allows a single designated User of an Organization to install and access RDM.

Enterprise License: allows up to a maximum of fifty (50) designated Users of an Organization to install and access RDM.

Platinum License: allows more than fifty (50) designated Users from an Organization to install and access RDM. The price of the License will vary according to the number of designated Users.

RDM Team Licenses may be purchased on a subscription basis or a perpetual basis. Access to RDM additional modules, extensions and third-party software integrations may also be offered and purchased separately.

Remote Desktop Manager (Free Edition)

This License allows a single designated User to install and access a limited version of RDM for either business or personal purposes, at no cost. While the Free Edition provides basic functionality, it does not include all features or support integration with the technologies that are available in the Team Edition, including certain advanced modules.

Specifically, the use of the Free Edition expressly prohibits the integration, modification, or utilization of advanced modules, including but not limited to the CyberArk module, which are exclusive to the Team Edition. Any unauthorized attempts to integrate, modify, or use these restricted modules within the Free Edition constitutes a direct violation of this Agreement which may lead to termination of this agreement and suspension of your License. For information on the differences between the Free and Team Editions and to access the full range of features, including support for advanced modules, you may compare the two editions [here](#).

Devolutions Server (DVLS – Team, Enterprise & Platinum Editions)

Team Edition: allows up to a maximum of fifteen (15) designated Users from an Organization to access DVLS and to connect with one (1) data source and one (1) domain.

Enterprise Edition: allows up to a maximum of fifty (50) designated Users from an Organization to access DVLS and to connect with a maximum of three (3) data sources and one (1) domain.

Platinum Edition: allows an unlimited number of designated Users from an Organization to access DVLS and to connect with an unlimited number of data sources and domains. The price of the License will vary according to the number of designated Users.

Other specific features available with each DVLS Edition may be found [here](#). DVLS Licenses are available on a subscription basis only. Access to additional DVLS modules (such as our Privileged Access Management Module or Devolutions Gateway Module), extensions and third-party software integrations may also be offered and purchased separately.

Client Access License (“CAL”): allows a single designated User to access DVLS (any Edition) via the web application or Devolutions Workspace Browser Extension. Enterprise Licenses (up to fifty (50) User CALs) and Platinum Licenses (51+ User CALs) are also available. Subscription to a DVLS License does not include the subscription to Client Access Licenses, which must be purchased separately.



Devolutions Launcher License: allows a single designated User to open remote connections directly from the DVLS web interface. Enterprise Licenses (up to fifty (50) Users) and Platinum Licenses (51+ Users) are also available. Subscription to a DVLS License does not include the subscription to Devolutions Launcher Licenses, which must be purchased separately, but a subscription to a Devolutions Launcher License automatically includes a subscription to a Client Access License.

Devolutions Server (DVLS – Free Edition)

The License allows up to ten (10) designated Users from an Organization to access DVLS and to connect with one (1) data source and one (1) domain with a maximum of one hundred (100) entry counts, at no cost. The Free Edition does not include all the features and does not offer the possibility to integrate the modules offered with the Team, Enterprise and Platinum Editions. You may compare the editions [here](#).