



## FINANCIAL SERVICES INDUSTRY ADDENDUM (DORA)

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Upon execution by both Devolutions and Customer, this Financial Services Industry Addendum (the “**Addendum**”) shall form an integral part of, and be incorporated by reference into, the Software License and Subscription Agreement or any other written or electronic agreement between Devolutions and Customer (the “**Agreement**”), in connection with Devolutions’ provision of certain ICT services in accordance with Regulation (EU) 2022/2554 on digital operational resilience for the financial sector (“**DORA**”).

A signed copy of this Addendum may be obtained upon request by contacting Devolutions at [legal@devolutions.net](mailto:legal@devolutions.net).

### 1. **Interpretation and Definitions**

1.1. Unless otherwise defined in this Addendum, all capitalized terms shall have the meanings ascribed to them in DORA or the Agreement, and the following terms shall have the meanings set forth below:

- (a) “**Applicable Laws**” means all mandatory statutory, regulatory, or administrative requirements issued by any governmental, supervisory, or regulatory authority having jurisdiction over Customer and/or Devolutions that: (i) directly relate to the provision, use, or receipt of the Software Products under the Agreement; (ii) are relevant to Customer’s obligations as a Regulated Entity under DORA or other applicable financial services regulations; or (iii) impose requirements concerning cybersecurity, operational resilience, data protection, or ICT risk management that are applicable to the contractual relationship between the parties. For the avoidance of doubt, “Applicable Laws” include, without limitation, Regulation (EU) 2022/2554 (“DORA”), Regulation (EU) 2016/679 (“GDPR”), and any other applicable EU or Member State laws specifically governing the use of ICT services by Regulated Entities in the financial sector.
- (b) “**DPA**” means the Devolutions Data Processing Addendum governing the processing of personal data by Devolutions on behalf of Customer.
- (c) “**ICT-related Incident**” means a single event or a series of linked events unplanned by Customer that compromises the security of the network and information systems and has an adverse impact on (i) the availability, authenticity, integrity or confidentiality of data of the Regulated Entity, or (ii) the services provided by the Customer, as per Section 3(8) of DORA.
- (d) “**ICT Services**” means the Software Products and related services provided by Devolutions to Customer under the Agreement that constitute ICT services under DORA.
- (e) “**Regulated Entity**” means the Customer if and so long as such entity is regulated by or subject to oversight within the meaning of Article 2 of DORA.
- (f) “**Regulator**” means a government or regulator body in the European Union, with binding authority to regulate, supervise or govern Regulated Entity’s financial or insurance services activities under DORA, including the resolution authorities of Regulated Entity.

### 2. **Scope and Applicability**

2.1. Applicability. This Addendum shall take effect when executed by all parties and shall apply solely during such time as Customer qualifies as a Regulated Entity and is subject to oversight by the Regulator in relation to any Software Product procured under the Agreement.

- 2.2. Precedence. In the event of a conflict or inconsistency, the terms of this Addendum shall supersede those of the Agreement. Where a subject matter is covered both in this Addendum and in the Agreement, without contradiction, each of the Addendum and the Agreement apply and complement each other to the extent that this is in line with Applicable Laws.

### 3. Key Contractual Provisions for ICT Services

- 3.1. Description of Functions and ICT Services. The ICT Services and functions provided by Devolutions are described in the Agreement, the Order(s) issued to Customer, and in Schedule A attached hereto. Customer acknowledges that the ICT Services provided by Devolutions do not support *critical or important functions* of Customer and that Devolutions is not a *critical ICT third-party service provider* within the meaning assigned to such expressions under Articles 3(22), 3(23) and 31 of DORA.
- 3.2. Locations for the Provision of ICT Services. The locations where the contracted or subcontracted functions and ICT Services are to be provided, including where Customer Data is to be processed or stored, are indicated in Schedule A attached hereto. These locations may be modified or supplemented in connection with the ICT Services, including where Devolutions engages a new subcontractor. In such cases, Customer will be notified in writing at least thirty (30) days in advance.
- 3.3. Subcontracting. The parties agree that Devolutions may subcontract the performance of all or any part of the ICT Services to any of its affiliates or to third-party subcontractors, without requiring Customer's prior consent. In all cases, Devolutions shall remain fully liable for the acts and omissions of its subcontractors and for ensuring full compliance with all of its obligations under the Agreement. If Devolutions subcontracts all or any part of the ICT Services, it shall provide Customer with information identifying: (i) the location of the subcontractor's establishment; and (ii) the locations from which the subcontracted functions and ICT Services are performed, including any locations where Customer Data is stored or processed.
- 3.4. Availability, Authenticity, Integrity and Confidentiality. Without limiting Devolutions' obligations regarding the availability, authenticity, integrity and confidentiality of Customer Data and Personal Data, as set forth in the Agreement and, where applicable, the DPA, Devolutions shall:
- 3.4.1 implement appropriate technical and organizational measures to ensure an adequate level of security for Customer Data, in particular in order to protect Customer Data against ICT-Related Incidents;
  - 3.4.2 comply with appropriate and up-to-date information security standards applicable to Devolutions and the Software Products, notably by implementing and maintaining effective information security policies and procedures in accordance with such industry standards, and regularly audit and review them to ensure their continued effectiveness;
  - 3.4.3 restrict access to Customer Data to those persons who need access to such data to the extent strictly necessary for implementing, managing and monitoring the Agreement, who have been appropriately trained in the implementation of Devolutions' information security policies and procedures, and who are under an appropriate statutory or contractual obligation of confidentiality;
  - 3.4.4 in respect of Cloud Services, implement and maintain effective measures to: (i) prevent the loss, destruction, damage, alteration, or unauthorized disclosure of Customer Data, (ii) ensure the timely restoration of the availability and access to Customer Data in the event of a physical or technical incident including through adequate backup and disaster recovery facilities and

procedures, and (iii) enable Devolutions to notify Customer without undue delay of any incident involving Customer Data, and to restore or procure the restoration of Customer Data in the event of its corruption or loss.

- 3.5. Access, Recovery, and Return of Data. In the circumstances set out in Article 30(2)(d) of DORA, Devolutions shall enable Customer to access, recover, and retrieve Customer Data in a commonly used, machine-readable format for a period of 30 days, unless Customer has selected a shorter data retention period where such option is available, in which case such shorter period shall apply. During such period, Devolutions shall provide reasonable assistance to facilitate Customer's access to and retrieval of its Customer Data at no additional cost; provided, however, that extended support services, data migration assistance, or consulting services may be offered by Devolutions, at its discretion, subject to a separate written agreement and applicable fees.
- 3.6. Service Level Descriptions. The applicable service levels, including any updates or revisions thereto, are set forth in the Agreement and in Devolutions' Support Services Addendum, available at: <https://devolutions.net/legal/customer-agreements/>.
- 3.7. Provision of Assistance upon Occurrence of an ICT-related Incident. Without limiting Devolutions' obligations under the DPA, where applicable, Devolutions shall provide timely and reasonable assistance to Customer at no additional cost in the event of an ICT-related Incident affecting the Cloud Services. Unless otherwise agreed in writing between the parties with respect to incident support or reporting procedures, in the event of an ICT-related Incident that may have an adverse impact on the confidentiality, integrity, or availability of Customer Data, or on the continuity or security of the Cloud Services, Devolutions shall, without undue delay:
  - 3.7.1 inform Customer of the ICT-related Incident, including, where possible, an initial assessment of its nature and scope;
  - 3.7.2 provide Customer with relevant information in Devolutions' possession necessary for Customer to comply with its own reporting and risk mitigation obligations, including securing functions affected by the incident; and
  - 3.7.3 inform Customer, upon reasonable request, of the measures taken or planned by Devolutions to mitigate, respond to, and resolve the ICT-related Incident, including any remedial actions to prevent recurrence.

Notwithstanding the foregoing, where the assistance requested by Customer goes beyond Devolutions' standard incident support obligations, Devolutions may charge Customer reasonable fees on an *ex-ante* basis, subject to prior written agreement. Any such fees shall be set out in advance and reflect the scope and complexity of the requested assistance.

- 3.8. Cooperation with Authorities. To the extent required under Applicable Laws, Devolutions shall reasonably cooperate with the Regulator, including with any third parties appointed by the Regulator, in connection with requests for information relating to the ICT Services provided to Customer. Such cooperation shall include providing, upon request, all relevant information and assistance reasonably required by the Regulator, provided that Customer does not already have access to the requested information.
- 3.9. Security Awareness Programs. Devolutions maintains and enforces its own internal security awareness and training program applicable to personnel involved in the provision of the ICT Services, designed to promote adherence to appropriate security and cyber resilience practices. If Customer requests that



Devolutions' personnel participate in Customer's internal security awareness or training initiatives, the following terms shall apply:

- 3.9.1. Such request must be made in writing to Devolutions;
- 3.9.2. Devolutions shall not be required to participate in Customer's internal training or awareness program if it provides information reasonably necessary to demonstrate that its internal program sufficiently addresses the security awareness objectives relevant to the ICT Services provided or the specific training objectives identified by Customer;
- 3.9.3. If Devolutions is unable to demonstrate such alignment, or if the training is necessary to address specific risks or obligations applicable to the ICT Services provided, it shall participate in Customer's training initiatives, at no cost to Devolutions;
- 3.9.4. If Devolutions has demonstrated that its internal program satisfies the relevant training objectives and Customer nevertheless requires participation in its internal initiatives, such participation shall be subject to Devolutions' written agreement and shall be at Customer's sole cost;
- 3.9.5. In all cases, any such participation shall: (i) be limited to personnel directly involved in the provision of the ICT Services or the processing of Customer Data; (ii) not unduly interfere with Devolutions' standard business operations; and (iii) be subject to a mutually agreed training format and schedule.

#### **4. Additional Termination Rights**

In addition to any termination rights granted to Customer under the Agreement, Customer shall have the right to terminate the Agreement upon the occurrence of any of the following circumstances, each of which shall constitute a "material breach" of the Agreement:

- (i) A significant breach by Devolutions of Applicable Laws or of the Agreement (including any of its addenda);
- (ii) The existence of circumstances, as reasonably determined by Customer, that are deemed capable of altering the performance of the functions provided through the Agreement, including material changes that affect the Agreement or the situation of Devolutions;
- (iii) Devolutions' evidenced weaknesses pertaining to its overall risk management and in particular in the way it ensures the availability, authenticity, integrity, and confidentiality, of Customer Data, whether personal or otherwise sensitive data, or non-personal data;
- (iv) A determination by the applicable Regulator that, due to the conditions or circumstances related to the Agreement, it is no longer able to effectively supervise Customer.

These additional termination rights shall apply solely to the ICT Services governed by this Addendum. Prior to exercising any such right, Customer must provide Devolutions with written notice describing the nature and basis of the alleged breach. If Devolutions fails to cure the breach within thirty (30) days following receipt of such notice, Customer may proceed with termination.

**5. No Other Modification**

For the purposes of this Addendum, the rights and obligations of the parties herein are in addition to, and not in replacement of, the rights and obligations of the parties in the Agreement, and except as amended by this Addendum, the Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail with respect to the subject matter set forth herein.

**6. Governing Law**

Except to the extent otherwise mandated by Applicable Laws, this Addendum shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement.

*[signatures follow on the next page]*



**IN WITNESS WHEREOF**, the Parties execute this Financial Services Industry Addendum (DORA) as of the last date executed below.

**CUSTOMER:** \_\_\_\_\_  
(Legal Name)

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**DEVOLUTIONS INC.**


**Signature:** \_\_\_\_\_


**Print Name:** \_\_\_\_\_


**Title:** \_\_\_\_\_


**Date:** \_\_\_\_\_


## SCHEDULE A – ICT SERVICES DESCRIPTION AND LOCATIONS


<b>Remote Desktop Manager (RDM)</b> 	
Functions	Remote connection management <a href="https://devolutions.net/remote-desktop-manager/">https://devolutions.net/remote-desktop-manager/</a>
Functions delivered from:	Canada
Customer Data location	N/A (Self-hosted Software)
Subcontractors	None


<b>Devolutions PAM</b> 	
Functions	Privileged access management <a href="https://devolutions.net/privileged-access-management/">https://devolutions.net/privileged-access-management/</a>
Functions delivered from:	Canada
Customer Data location	N/A (Self-hosted Software)
Subcontractors	None

<b>Devolutions Server (DVLS)</b> 	
Functions	Credential management <a href="https://devolutions.net/server/">https://devolutions.net/server/</a>
Functions delivered from:	Canada
Customer Data location	N/A (Self-hosted Software)
Subcontractors	None

<b>Devolutions Gateway</b> 	
Functions	Secure remote access management <a href="https://devolutions.net/gateway/">https://devolutions.net/gateway/</a>
Functions delivered from:	Canada
Customer Data location	N/A (Self-hosted Software)
Subcontractors	None

<b>Devolutions Cloud</b>	
	
Functions	Cloud-hosted password management <a href="https://devolutions.net/cloud/">https://devolutions.net/cloud/</a>
Functions delivered from:	Canada
Customer Data location	Customer may choose between France, Canada, United States and Australia
Subcontractors / Sub-processors	Our updated list of sub-processors and their location is available on Devolutions' website at: <a href="https://devolutions.net/legal">https://devolutions.net/legal</a>

<b>Devolutions Password Manager</b>	
	
Functions	Unified product launcher for mobile and desktop <a href="https://devolutions.net/workspace/">https://devolutions.net/workspace/</a>
Functions delivered from:	Canada
Customer Data location	N/A (Self-hosted Software)
Subcontractors / Sub-processors	None

<b>Devolutions Launcher</b>	
	
Functions	Remote connection launching tool <a href="https://devolutions.net/launcher/">https://devolutions.net/launcher/</a>
Functions delivered from:	Canada
Customer Data location	N/A (Self-hosted Software)
Subcontractors / Sub-processors	None

<b>Technical Support Services</b>	
Functions	Customer support, technical assistance, and training <a href="https://devolutions.net/support/">https://devolutions.net/support/</a>
Functions delivered from:	Canada Austria Germany Spain
Subcontractors / Sub-processors	Our updated list of sub-processors and their location is available on Devolutions' website at: <a href="https://devolutions.net/legal">https://devolutions.net/legal</a>